

COLLECTIVE AGREEMENT

between

**THEMIS PROGRAM MANAGEMENT AND
CONSULTING LTD.**

and the

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

Effective from April 1, 2006 to March 31, 2010

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DEFINITION

For the purpose of this Agreement:

Acting Appointment - an acting appointment exists when a continuous employee is temporarily performing the duties of another position. The following Articles apply specifically to acting appointments: 25.1, 25.2, 26.5, 26.7, 30.5.

Bargaining Unit is the unit for collective bargaining for which the BC Government Employees' Union was certified by the Industrial Relations Council of BC on June 4, 1990.

Calendar Year is the period January 1 to December 31.

Child - wherever the word "child" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services or a child of a spouse, including the child of a common law spouse, or a child to whom the employee stands in loco parentis.

Classification - an employee's classification is his/her job title.

Day of Rest in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of the position. This does not include employees on a leave of absence.

Demotion means a change from an employee's position to one with a lower maximum salary.

Employee means a member of the bargaining unit and includes:

- (a) Continuous employee means an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
- (b) Temporary employee is an employee hired from outside the organization for a specified or indeterminate period between sixty (60) and two hundred and fifty (250) continuous days of work;
- (c) Casual employee is one who is hired for short term specific tasks of less than sixty (60) continuous working days duration.

Fiscal Year means from April 1st of any year to March 31st of the following year.

Lateral Transfer refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

Layoff is a temporary or permanent cessation of employment as per Article 13 and 24.

Leave of Absence with Pay means to be absent from duty with permission and with pay.

Leave of Absence without Pay means to be absent from duty with permission but without pay.

Operational Requirements means the areas that the Employer must take into consideration to ensure that it meets its obligations to provide the FMEP in an efficient and effective manner. These include such things as adequate staff coverage over the entire working day. In making decisions with reference to operational requirements, the Employer will consider the following:

- to what extent will it have a visible impact on client service;
- what kind of additional workload will it likely place on other staff and managers;
- does it affect our contractual obligations to the Province in letter or spirit;
- could it negatively affect how the organization is seen by the Province?

When an employee request is declined due to operational requirements, the Employer will tell the employee why the request could not be accommodated. The Employer's decision is final.

Pay means rate of compensation for the job.

Peak Periods means July, August, December and Spring Break.

Promotion means a change from an employee's position to one with a higher maximum salary level.

Recall is a return to work subsequent to a layoff.

Resignation means voluntary notice by the employee that the employee is terminating service on the date specified.

Rest Period is a paid break.

Spring Break is the public school holiday period for the location of the office where the employee works.

Temporary Position is created where there is either a time limited new position or a temporary vacancy in an existing position.

Termination is the separation of an employee from the Employer for cause pursuant to Article 11 of this Agreement.

Transfer refers to the relocation of an employee from one geographic work location to another.

Work Day is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

Work Unit is defined as a Regional Office as a whole, not the components within the office or other offices that are in the same space.

ARTICLE 1 - INTRODUCTION

1.1 Intent of Agreement

(a) This Collective Agreement constitutes the terms and conditions of employment for bargaining unit employees of Themis Program Management and Consulting Limited (hereafter called the Company or the Employer). These terms and conditions apply, as written, to all non-excluded employees of the Company who are not in another bargaining unit and remain in effect until altered by way of agreement between the Company and the bargaining agent for the employees at the end of the term specified in Article 40.

(b) Every employee shall be given a copy of the Collective Agreement at the time an offer of employment is made. Any laws of Canada and of British Columbia which set standards, wages and practices that are legally binding on the Company, are deemed to be in effect even though they may not

be outlined in the Collective Agreement. If there is any conflict between those laws and this Collective Agreement, the laws shall prevail.

(c) The Parties to this Agreement share a desire to improve the quality of the services provided by Themis Program Management and Consulting Limited and the Family Maintenance Enforcement Program or any other services undertaken by the Employer.

(d) The Parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meet the acceptable social standard of the workplace. In keeping with the spirit of this article:

- (1) the Employer will make every reasonable effort to maintain such an environment; and
- (2) all employees have an obligation to advise the Employer if there is a problem that affects the work or environment of the office.

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Human Rights Code

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

ARTICLE 2 - STATEMENT OF MANAGEMENT RIGHTS

2.1 Management Rights

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

2.2 Exercise of Management Rights

In exercising its management rights, the Employer recognizes that it has a responsibility to involve employees in the organization and development of tasks, policies, procedures and standards. In practice, this is achieved through various staff committees (training, computer, forms, etc.), the circulation of policy and procedure drafts, special task definition workshops, etc.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certificate issued by the Industrial Relations Council on June 4, 1990, except those in positions which it was mutually agreed would be excluded by the Parties as managerial and/or confidential.

3.2 Bargaining Unit Recognition

The Employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification, issued by the Industrial Relations Council on June 4, 1990, applies.

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or designate.

3.4 No Other Agreement

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

3.5 No Discrimination

Subject to other articles contained in this Agreement the Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, rates of pay, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise for reasons of age (except as noted in Article 32.4 Mandatory Retirement), race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation, or for reason of membership or activity in the Union, or for any other reason.

3.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards taking into account both operation and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards, and alternates.

The steward or alternate, shall obtain the permission of the immediate supervisor before leaving work to perform those duties as steward which are of an urgent nature. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor. Review of non-urgent complaints and other communications shall not be done on the Employer's time.

The duties of stewards shall include:

- (a) review of complaints of an urgent nature;
- (b) processing of grievances and assisting any employee;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of specifically designated safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
- (e) attending meetings called by the Employer.

3.7 Bulletin Boards

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

3.8 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union.

3.9 Right to Refuse to Cross Picket Lines

(a) All employees covered by this Agreement shall have the right to refuse to cross a lawful picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia Act. An employee failing to report for duty shall be considered to be absent without pay. The Union will make every reasonable effort to ensure that its members can gain access to the workplace in the event that a Themis employee's entry might be denied because of a labour dispute between another employer and its employees.

(b) Failure to cross a lawful picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

(c) The Employer agrees that it shall not request or require or direct employees to perform work in progress that is currently being carried out by those on a strike or locked out. This does not restrict the Employer from replacing a product or service from a supplier whose employees are on strike with another supplier.

3.10 Time Off for Union Business

(a) *Without Pay*

Leave of absence without pay but without loss of seniority shall be granted:

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

(2) for elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment;

(3) for employees who are representatives of the Union on the bargaining committee for Themis employees to attend meetings of the bargaining committee, and to carry on negotiations with the Employer. Employees serving their initial probation period are not eligible to serve as Union representatives on the Bargaining Committee. The Employer will pay fifty percent (50%) of the facility expenses for joint bargaining sessions and will pay the usual Employer's share of the benefits for employees who are on the Bargaining Committee while they are absent from work for bargaining purposes.

(4) the maximum leave entitlement as per Article 3.10(a)(1) and (2) combined shall be thirty (30) days per fiscal year: additional time shall be granted by the Employer and shall not be unreasonably denied, except where operational requirements, as determined by the Employer, do not permit.

(5) the Employer shall grant, on request, leave of absence without pay:

(i) 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;

(ii) for an employee elected to the position of President or Secretary/Treasurer of the BC Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

(b) *With Pay*

Leave of absence with pay and without loss of seniority will be granted:

- (1) to stewards or their alternates, to perform their duties pursuant to Article 3.6;
- (2) to employees called to appear as witnesses before an Arbitration Board.
- (3) to employees to attend Joint Union-Employer committee meetings.

(c) *Local Union Meetings*

The Employer agrees to allow employees to leave work at 4:00 p.m. four (4) times a year for the purpose of attending Union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two (2) weeks prior to the meeting. Minimal staff coverage shall be maintained. If the normal shift is not concluded by the end of the Union meeting, the employee shall return to work for the balance of the shift.

(d) *Procedure*

It is understood that employees granted leave of absence pursuant to this article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time but no additional time or compensation may be claimed for travel time or extended work day. To facilitate the administration of 3.10(a)(3) of this Article, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary, and other benefit costs, including travel time incurred.

(e) A new employee who is under the initial probationary period is not eligible to serve as a Union representative on the bargaining committee.

3.11 Employer Facilities

The Union shall be provided with access to printing and duplicating facilities and agrees to reimburse the Employer the costs of such printing, faxing and duplicating at a rate of ten cents (10¢) per page. No Union material is to be printed, faxed or photocopied without prior approval of the Employer. Invoices will be issued quarterly and the Union will make payment within twenty-eight (28) days of receipt.

3.12 Union Shop Card

The Union agrees to furnish the Employer with at least one Union shop card for each of the Employer's places of operations covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.13 Notification of Staff Representatives

The Parties recognize the value of communication on an ongoing basis, and to this end, each Party will keep the other informed at all times of its staff representatives responsible for labour relations matters.

3.14 Shop Steward Representation

The Union shall be entitled to have a shop steward and alternate shop steward in the following four (4) work locations:

- Victoria Client Offices
- Payment Services (Victoria)
- Lower Mainland Client Office (Burnaby)
- Northern and Interior Client Office (Kamloops)

In the event that new offices are opened which are not part of an existing facility, each office will be entitled to its own shop steward and alternate shop steward.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

- (a) All employees in the bargaining unit who, on June 4, 1990, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees, whose positions are in the BCGEU bargaining unit, hired on or after June 4, 1990, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) continuous work days as an employee.

ARTICLE 5 - UNION DUES

5.1 Deduction of Dues

- (a) The Employer shall, as a condition of employment deduct from the monthly wages or salary of each employee in the bargaining unit the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union. The Union shall provide and maintain a current list of Union members to the Employer.
- (c) The Employer shall start to deduct Union dues, as per Article 5.2, as of the date an employee first commences work in a bargaining unit position.
- (d) Deductions shall be made semi-monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (e) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipt shall be provided to the employee prior to March 1 of the succeeding year.
- (f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of regular monthly dues payable to the Union by a member of the Union.

5.2 Remitting of Dues

- (a) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the end of the month for which the dues were deducted and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (b) Before the Employer is obligated to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so

advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

5.3 Exclusive Membership Rights

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

ARTICLE 6 - ACQUAINTING NEW EMPLOYEES WITH AGREEMENT

6.1 Process

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of the steward. Whenever the steward is employed in the same office area as the new employee, the employee's immediate supervisor will introduce the steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that the Union steward will be given an opportunity to meet with each new employee within regular working hours without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment at a time mutually convenient to all Parties for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - UNION/EMPLOYER RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of three (3) members of the Union together with the President of the Union or designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

The Union and the Employer recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions employment services and labour/management relations. To this end the Union Bargaining committee and the Employer agree that in the event both Parties wish to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted as mutually agreed to members of the staff of the Union when dealing or negotiating with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate orderly, as well as the confidential, investigation of grievances, the Employer will make available to the Union representatives or stewards, temporary use of an office or similar facility, if such is available.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining. In addition, the Employer shall make available to the Union a computer diskette in ASCII language of the membership information, submitted with each dues deduction record. This information shall include the following:

Social Insurance Number, surname and first name, address, sex, birth date, job classification number and job step, gross pay, month-to-date dues.

7.5 Joint Union/Employer Committee

(a) A Joint Union/Employer Committee shall be formed for the purpose of developing mutually acceptable recommendations with respect to issues of particular concern to employees and/or the Employer. The Committee may meet up to three (3) times per year, at the request of either party, at a mutually acceptable date, place and time and shall consist of one (1) Union representative from each Local Committee pursuant to Article 7.5(b). The Employer shall appoint an equal number of representatives to the Committee. If either party wishes to discuss the issue of workload, they shall advise the other party and they shall select the closest possible mutually acceptable date to meet. Workload shall be a standing agenda item.

Committee Meetings shall be held during work hours and travel expenses shall be paid at the usual rate by the Employer. Meetings shall be chaired on a rotating basis and minutes shall be taken by the Provincial Office Executive Assistant or Executive Administrator, who shall be present but shall not be considered a member of the Committee. Minutes will be circulated for approval in draft form. Any disagreement with respect to the minutes shall be noted in the minutes if any representative is not in agreement with the decision recorded.

(b) A Local Union/Employer Committee shall be formed at each worksite to address issues of particular concern. Issues which cannot be resolved shall be referred to the Committee referenced in 7.5(a). The Local Committee shall consist of two (2) Union representatives which shall be the Steward and the Bargaining Representative or designate. The Employer shall appoint two (2) excluded managers, one of whom shall be the Regional Manager. The Committees shall each meet at least two (2) times a year and more frequently where mutually agreed.

(c) Committee members will be asked to submit agenda items to the meeting Chairperson no later than two (2) weeks prior to the meeting. The proposed agenda shall be circulated one (1) week prior to the meeting and shall be posted on the Union notice board. Minutes of Committee meetings shall be posted on the Union notice board within fourteen (14) days.

It is intended that the Committee have as flexible a role as possible. Its general purpose is to foster open communication, conjoint planning and mutual problem solving. It is not, however, a bargaining committee.

Upon mutual agreement, ad-hoc committees or working groups may be established with a defined mandate which will report back to the Committee. Recommendations of the Committee which pertain to this Agreement will be sent to bargaining principals for approval.

ARTICLE 8 - PERSONNEL FILE

8.1 Contents

The Employer shall maintain an official Personnel file on every employee. This file shall contain copies of any documents or notes which pertain to the hiring, promotion, job performance, pay and benefits, leave records, disciplinary action, conclusion of employment, and any other relevant documents or notes.

Any adverse documents pertaining to job performance, or reports demonstrating specific performance issues (not dealt with under Article 11), excluding performance appraisals, shall be removed from the employee's file after the expiration date of twelve (12) months from the date it was issued, provided there has not been further job performance issues.

Except as specified above or in Article 11, Disciplinary Action, all documents shall remain on file permanently. If any disciplinary action is reversed upon review, grievance or arbitration, all reference to the reversed disciplinary action shall be removed from the employee's Personnel file.

8.2 Right to Review

The employee has the right to review his/her personnel file upon advising his/her supervisor or in his/her absence another excluded supervisor that he/she wishes to do so, providing that the frequency of these requests is reasonable. An excluded supervisor shall grant the employee's request within one working day, subject to the operational availability of an excluded supervisor, and shall be present in the room while the file is being reviewed. The employee may request the supervisor in attendance to make photocopies of any document(s) on the file and this shall be done within one working day. All requests to review the file and for copies of documents shall be noted by the attending supervisor on the file's running record. The employee may authorize that a Union representative be given access to his/her personnel file.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Grievance

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

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

The procedure for resolving a grievance is defined by this article.

9.2 Informal Discussion - Optional Stage

At the initial stage of any dispute, every effort should be made to resolve outstanding disputes starting first with an informal discussion with the designated supervisor. If the dispute is not resolved orally, the aggrieved employee may move to Step 1 of the grievance procedure.

9.3 Step 1 - Grievance Procedure

The Parties shall acknowledge that the matter is at Step 1 of the grievance procedure. Every effort shall be made to settle the dispute through formal discussion with the designated local supervisor. The aggrieved employee shall have the right to have the steward present at such a discussion. If the dispute is not resolved as a result of such a meeting, the aggrieved employee may file a written grievance through the Union steward, as per Step 2 of the grievance procedure.

9.4 Time Limits to Present Grievance at Step 2

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.5, must do so not later than thirty (30) days after the date:

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

9.5 Step 2 - Procedure

- (a) Subject to the time limits of Article 9.4, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction sought; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the appropriate representative of the Employer authorized to deal with grievances at Step 2;
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.6 Time Limit to Reply at Step 2

The appropriate representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

9.7 Step 3 - Procedure

The President of the Union or designate may present a grievance at Step 3 by submitting it to either Managing Director:

- (a) within fourteen (14) days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within fourteen (14) days after the Employer's reply was due.

9.8 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

9.9 Failure to Act

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

9.10 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President or designate, may inform the Employer of the intention to submit the dispute to arbitration within:

- (a) fourteen (14) days after the Employer's decision has been received;
- (b) fourteen (14) days after the Employer's decision is due.

9.11 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties but the same must be in writing. Where a grievance or a reply is presented by mail or facsimile, it shall be deemed to be presented on the day on which it is postmarked or facsimile stamped and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

9.12 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance shall commence at Step 3 of the grievance procedure within fourteen (14) days of the date on which the suspension occurred, or within fourteen (14) days of the employee receiving notice of dismissal or notice of suspension.

9.13 Deviation of Grievance Procedure

The Employer agrees that after a grievance has been filed by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. Such consent shall not be unreasonably withheld when the purpose is to enable the Employer to formally investigate the grievance. In the event of such a meeting the employee shall be entitled to Union representation. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

9.14 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, the dispute shall be discussed within thirty (30) days of either Party requesting a meeting to resolve the issue. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 10.

9.15 Technical Objections to Grievance

It is the intention of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case, provided that the arbitrator's decision does not contravene any other article of this Collective Agreement.

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arising between Parties as per Article 9 leads to arbitration the aggrieved party shall notify the other party at the same time it files the arbitration.

10.2 Arbitration Referral

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator from the attached list or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the differences within five (5) days of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

10.3 Appointment of the Arbitrator

When a Party has requested that a grievance be submitted to arbitration, both Parties shall meet within seven (7) days to select a single arbitrator, from the agreed-upon list as per Article 10.4.

10.4 List of Arbitrators

The parties agree that the following list of arbitrators will be utilized for both full or expedited (re: Article 10.11) arbitrations:

Vince Ready
Don Munroe
Judi Korbin
Brian Foley

10.5 Arbitration Procedure

The arbitrator shall determine the procedure in accordance with the Arbitration Act and shall give full opportunity to all Parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within five (5) days of the first meeting as per Article 10.2.

10.6 Decision of Arbitrator

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

10.7 Disagreement of Decision

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify the decision, which the arbitrator shall make every effort to do within seven (7) days.

10.8 Expenses of Arbitrator

Each Party shall pay the same proportion of the total fees and expenses of the arbitrator.

10.9 Amending Time Limits

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

10.10 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) and managers concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned 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.

10.11 Expedited Arbitration

By mutual agreement, the Parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the Parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (b) The location of the hearing is to be agreed to by the Parties, but will be a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal, only employees of the BC Government and Service Employees' Union or directors/employees of Themis Program Management (or its legal bargaining agent, CSSEA) may present the grievance to the arbitrator.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) The Parties shall equally share the costs of the fees and expenses of the arbitrator.

It is agreed that arbitration decisions made under this provision will not be appealed.

10.12 Troubleshooter Provision

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement, Barb Bluman, or a substitute agreed to by the Parties, shall at the request of both Parties:

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

- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 11 - DISCIPLINARY ACTION

11.1 Procedure

The Employer may discipline for just cause, using the procedures set out below. An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 9 of this Agreement.

11.2 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes or to obtain information about an incident which might lead to disciplinary action or where a probationary employee is advised of rejection on probation, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact the steward providing that this does not result in an undue delay of the appropriate action being taken.

- (a) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward is advised constitutes disciplinary action against the steward provided that this does not result in any undue delay of the appropriate action being taken.

11.3 Burden of Proof

In cases of discipline, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer. In proceedings pursuant to this Article in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than evidence in support of the allegations outlined in the written notice to the employee and the manner of discipline imposed.

11.4 Letter of Reprimand

When an employee has committed a breach of instructions, policy, and/or procedures, harassment (as defined in Article 23) or professional conduct (as defined in Article 29), that employee may be given a formal letter of reprimand. If issued, a copy of the letter issued to the employee shall be called "*letter of reprimand*". The letter of reprimand will summarise the details of the incident(s), noting the reasons why the Employer is concerned. It will also specify any corrective action required by the employee and possible future consequences if such action is not taken. The letter will provide a space for the employee's signature along with an area for employee's comments.

A copy of this letter will be placed on the employee's personnel file along with any letter of response from the employee. This letter will remain on file until the next satisfactory performance appraisal or twelve (12) months whichever is longer; if the performance appraisal is not produced within ten (10) days of its due date, the letter shall be withdrawn on its first anniversary date.

11.5 Suspension Without Pay

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

(b) Where an employee has been suspended pending investigation of his/her conduct, the Employer will make every reasonable effort to complete its investigation and make a decision within forty-five (45) days of the commencement of the suspension.

(c) Notice of suspension, and any documentation relating to it, shall remain on the Personnel File for a period of twenty-four (24) months or the next satisfactory performance appraisal, whichever is longer. If the performance appraisal is not produced within ten (10) days of its due date, the notice shall be withdrawn on its second anniversary date.

(d) No sick time, flex days, vacation days or seniority (service or position) accrue to an employee who is on suspension, and no other forms of leave may be claimed during the suspension period.

11.6 Dismissal

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

11.7 Dismissal and Suspension Grievance

All letters of reprimand, dismissals and suspensions will be subject to formal grievance procedure under Article 9. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

11.8 Unjust Suspension or Discharge

An employee who is found to have been unjustly suspended or discharged, and providing that no lesser form of discipline is substituted by the Employer (prior to arbitration) or the arbitrator (after submitted to arbitration), shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to normal earnings during the period of such suspension or discharge. Any additional compensation which is considered just and equitable in the opinion of the Parties or in the opinion of the arbitrator may be made.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) "*Service seniority*" means a continuous employee's length of service with the Employer. Employees shall be credited with service seniority back to the date they commenced employment with the Employer. Part time employees shall earn seniority on a prorated basis for all purposes.

(b) "*Position seniority*" means a continuous employee's length of service in the present position.

(c) When two (2) or more employees have the same service seniority date, the tie shall be broken by chance. The method shall be as mutually agreed between the parties.

12.2 Seniority List

The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer. An up-to-date seniority list shall be sent to the President of the Union on or before March 31 of each year.

12.3 Loss of Seniority

(a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) working days in a twelve (12) month period.

- (b) Employees on short term, long term or WCB disability benefits will continue to accrue seniority without benefits. This is seniority only for the purpose of calculating length of employment in the event of determining who shall be laid off. Severance pay shall not be paid for the length of time someone was away receiving disability benefits, in the event of layoff.
- (c) A continuous employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.
- (d) An employee shall lose his/her seniority as a continuous employee in the event that:
- (1) he/she is discharged for just cause;
 - (2) subject to Article 12.4, he/she voluntarily terminates his/her employment or abandons his/her position;
 - (3) he/she is on layoff for more than one (1) year.

12.4 Re-Employment

- (a) An employee who resigns their position and is re-employed within one hundred and twenty (120) working days is deemed to have been reinstated and shall retain rights in relation to salary grid position, to seniority and other benefits, as they were as of the date they left. This reinstatement shall only continue in effect providing all pension contributions which were paid out after the date of resignation, are returned to the employee's pension account within thirty (30) days of recommencing employment. If the pension contributions are not returned in full within 30 days, the employee shall give up all the reinstated entitlements; the employee's seniority, salary and other benefits shall be those of a brand new employee as of the 1st day after the unpaid pension funds should have been returned.
- (b) An employee who leaves his/her employment pursuant to Article 19.8 shall, if re-employed within one year of termination, be granted all previous seniority and length of service related benefits upon successful completion of the probationary period. The employee's length of service shall be used for the purpose of determining his/her position on the salary grid, providing the position he/she has been re-employed in does not constitute a promotion.

12.5 Bridging of Service

If an employee resigns as a result of a decision to raise a dependent child(ren) and is re-employed, the employee shall be credited with length of service accumulated at the time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (1) The employee must have been an employee with at least three (3) years of service seniority at the time of termination;
- (2) The resignation must indicate that the reason for termination was to raise a dependent child(ren);
- (3) The break in service shall be for not longer than six (6) years; and
- (4) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

12.6 Seniority on Demotion

An employee who is demoted through no fault of his/her own or who takes a voluntary demotion shall have position seniority adjusted to include all service previously held in the lower position together with all service in any higher positions.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Notice to Union

Where the Employer plans to layoff employees or to reorganize the operation in a way which would result in redundancy, demotion or relocation, the Employer shall advise the Union of its intention prior to such layoffs or reorganization being implemented. A formal consultation meeting between the bargaining principals or their representatives shall be held within five (5) working days at the request of either Party.

13.2 Layoff and Recall

In the event of a layoff, the following shall apply to continuous employees;

- (a) Where the employee's position is relocated, he/she shall be offered the position in the new location. An employee may decline an offer pursuant to this Article.
- (b) The Employer shall notify employees affected by Article 13.1 thirty (30) days prior to the effective date, along with an up-to-date seniority list. If layoff is due to non-renewal of the contract to operate the FMEP, the notice period shall be six (6) months.
- (c) Where a position has been identified by the Employer to be redundant, the employee shall be placed in a regular vacancy of the same or comparable position in the same geographic location provided he/she possesses the knowledge, skills and abilities to perform the job or could reasonably be expected to acquire such after a period of up to one (1) month retraining/orientation.
- (d) If no appropriate vacancy is available, the following shall apply in sequential order:
 - (1) The employee shall be given the following options:
 - (i) Displace least senior employee in another position that does not constitute a promotion in the same work unit provided he/she possesses the knowledge, skills and abilities to qualify for the job and demonstrates his/her ability to adequately perform the job in a one (1) month orientation and training placement in that position, or
 - (ii) be placed on the recall list for a period of twelve (12) months, or
 - (iii) receive severance as per Article 14.1.
 - (2)
 - (i) An employee who was previously an incumbent in the same or lower classification position shall have the option of displacing a less senior employee in that classification in the same work unit and geographic location provided he/she possesses the knowledge, skills and abilities to perform the job after a period of familiarization up to one (1) month of retraining/orientation.
 - (ii) For clarification purposes, an Enforcement Assistant shall be eligible to displace an Enquiry Representative of less seniority providing they moved from an Enquiry Representative position to an Enforcement Assistant position prior to the Enquiry Representative position reclassification in June 2000.
 - (3) Employee(s) must notify the Employer within ten (10) working days of their choice in Article 13.2(d)(1).
- (e) Failing placement under (c) or (d) above, the employee who occupies a redundant position shall:
 - (1) receive layoff notice in accordance with Article 13.3;
 - (2) where another employee is displaced as a result of Article 13.2(d) above, he/she shall receive layoff notice in accordance with Article 13.3.

(f) With respect to all sections of Article 13, the Employer shall determine if the employee is performing adequately based upon the employee's knowledge, skills, and ability. A person let go because they cannot perform in a new job shall be deemed to have been rejected on probation and deemed to have been laid off.

13.3 Layoff Notice

(a) A continuous employee who is issued layoff notice shall receive thirty (30) working days notice of layoff or pay in lieu for that period of notice which work is not made available. Such notice shall not be rescinded without mutual agreement with the employee once the employee has made his/her election. Upon receipt of such notice an employee shall elect from the options in Article 13.4 within five (5) working days.

(b) The continuous employee who is issued layoff notice resulting from actions taken per Article 13.2(d) shall elect one of the layoff options in Article 13.4 below.

13.4 Layoff Options

(a) A continuous employee who is issued layoff notice shall elect one of the following options:

(1) To displace the temporary employee with the longest remaining appointment for which he/she is deemed to be qualified by the Employer. An employee who elects this option shall accrue seniority during his/her term on temporary appointment and shall be considered available for recall to continuous positions. Upon completion of the temporary assignment, he/she shall re-establish his/her right to a further twelve (12) months of recall to either continuous or temporary positions.

(2) To be placed on the continuous and temporary recall lists for a period of twelve (12) months. Should the employee not receive a written offer of continuous work during his/her recall period, he/she shall be entitled to receive severance pay pursuant to Article 13.4(a)(3).

Written offers of employment shall be sent to the employee by double registered mail.

(3) Within thirty (30) days of receipt of notice of layoff, or of refusing job offers in accordance with Articles 13.2 and 13.4(a)(1), a continuous employee will be entitled to accept termination with no right of recall and severance pay based upon years of service, as per the Chart in Article 14.

(b) *Severance Pay Deferral*

For the purposes of Article 13.4(a)(3) a continuous employee shall be entitled to receive severance pay based upon years of service calculated at most recent salary rate for each completed year of service pursuant to the entitlement specified in Article 13.4(a)(3).

(c) In the event that substantial and/or unanticipated difficulties in company funding arise, which alters the basis upon which Article 13.4 was negotiated, the Parties shall meet to discuss provision for pay out of severance monies to employees. In which case, the twelve (12) month recall/qualifying period may be waived by mutual agreement.

13.5 Salary Protection

A regular employee who is assigned to a continuous vacancy, or who displaces a continuous employee which results in a demotion shall receive salary protection in accordance with Article 30.7.

(a) However, the employee must accept subsequent job offers to higher rated positions for which he/she has the skills and abilities or forfeit the protection of Article 30.7 after the expiration of twelve (12) months from the date of demotion.

- (b) After the expiration of twelve (12) months and where the employee has not secured a higher rated position, the employee's salary rate shall become the top step of the classification occupied.

13.6 Retraining and Adjustment Period

Employees who assume a new position pursuant to this Article will receive job orientation, including, where deemed appropriate, current in-service training, and shall be allowed thirty (30) days to familiarize himself/herself with his/her new duties and to become proficient at them to the satisfaction of the Employer.

13.7 Recall

- (a) Continuous employees who are laid off and opt to be on the recall list shall be placed on a recall list for twelve (12) months.
- (b) No new continuous employees shall be hired in the same position until employees on the recall list are recalled as specified in Article 13.4(a). Employees on the recall list may be placed in an equivalent or lower vacant position providing they possess the knowledge, skills and abilities to perform the job. Employees on recall have the same rights with respect to competitions as other employees. If it is a different classification the employee shall be on probation as per Article 27.
- (c) A continuous employee who opts to remain on the recall list shall be recalled to a continuous or acting position in order of service seniority for positions at the same pay, or lower level provided he/she possesses the knowledge, skills and abilities to perform the job or could reasonably be expected to acquire such after a period of up to one (1) month retraining/orientation.
- (d) The Employer will attempt to contact the employee for continuous and/or temporary assignment by telephone and registered letters for one (1) working week.
- (e) It is the responsibility of the laid off employee to ensure that the Employer is kept notified of his/her current mailing address, telephone number and availability.
- (f) If the recalled employee with the highest service seniority is unavailable or refuses work, the employee with the next highest service seniority in the classification shall be recalled.
- (g) A continuous employee shall remain on the recall list for twelve (12) months from his/her date of layoff. His/her service seniority shall be maintained during that period, however, seniority shall be accrued and wages and other benefits shall be paid only for periods worked.
- (h) A continuous employee on the recall list who has not accepted full time employment elsewhere may continue on the benefits plan for which he/she is eligible (basic medical plan, dental, extended health care, accidental death and dismemberment, and group life) by prepaying the monthly premiums for such coverage for a maximum of six (6) months, subject to the approval of the Insurer. This does not include weekly indemnity which ceases as of the day layoff commences. The Employer will pay its share of the premiums for sixty (60) days, including the amount it would have paid for Long Term Disability, were it available.
- (i) Employees who relocate pursuant to Article 13 shall be entitled to relocation expenses in accordance with Article 30.17.

13.8 Receipt of Due Monies

An employee who is laid off shall receive, no later than the effective date of the layoff, net pay-out of all earned salary, vacation leave, and compensatory time off.

13.9 Benefits Continuation

Laid off employees shall continue to have the Employer's share of the benefits defined in Articles 31.2 and 31.5 paid for during the period they are on layoff to a maximum of sixty (60) days [except Weekly Indemnity and Long Term Disability which are not applicable) carries on as noted in Article 13.7(h)], as if they were still on active service, (subject to the approval of the Insurer) providing they advise the Company in writing that they wish these benefits to continue and authorize deduction from their final pay-out of the employee's share of these benefits for the sixty (60) day period. The Employer will pay to the employee the portion it would have paid in premiums for Long Term Disability coverage were it available.

13.10 Loss of FMEP Contract

In the event that the Family Maintenance Enforcement Program contract is awarded to another Employer or the provincial government, employees who are offered comparable employment with either a new contractor or the government as the case may be, without an interruption of employment of ten (10) continuous working days or less, shall not be deemed to have been laid off by the Employer, and shall not be eligible for any of the benefits normally provided under this Article or Article 14, Severance Pay. An employee who chooses not to accept an offer for continued employment shall not be eligible for severance pay under Article 14.

13.11 Notice to Employee

- (a) If the employee is not given the opportunity by the Employer to work the full notice period he/she shall be paid in lieu of work for that part of the notice period for which work was not made available.
- (b) Following such notice, employees so affected, who are seeking alternative employment, shall, subject to operational requirements, receive leave with pay to attend job interviews. The Employer agrees that such leave shall not be unreasonably withheld. The Employer may require reasonable proof that the employee has attended the job interview for which the time was taken off.

13.12 Volunteers

The Employer agrees not to assign work to volunteers, which would result in the layoff of an employee, or would allow the Employer to keep an existing position vacant.

ARTICLE 14 - SEVERANCE PAY

14.1 Entitlement

Continuous full-time employees who are laid off shall be entitled to severance pay as per Article 13.4 at the rate noted in the following chart except when the layoff is due to loss of the FMEP contract (see Article 13.10). Any part-time service for a continuous employee shall be prorated accordingly. No severance pay shall be paid to an employee who is dismissed, or who is rejected on probation.

Length of Service Seniority	Severance Amount
Less than six (6) months	No severance pay
Over six (6) months but less than two (2) years	Two week's pay at current rate
Over two (2) years	One week's pay at current rate for every complete year of service with the Employer, up to a maximum of twenty-six (26) weeks

ARTICLE 15 - HOURS OF WORK

15.1 Hours of Work

A full time, continuous employee shall normally work 1807.50 hours per fiscal year [1957.50 hours less 82.50 hours for statutory holidays and 67.50 hours for nine (9) flex days]. This figure does not include the employee's holiday entitlement or any other paid leave entitlements.

A daily shift consists of either 7.5 or 8.0 hours, depending on whether the employee is working under compressed time.

The employee shall designate their shift preference and that shift preference shall be agreed to by the Employer unless operational requirements do not permit the granting of that shift. If not all employees can be given their shift preference because of operational requirements, employees will be entitled to work a particular shift in order of position seniority. The Employer's approval of shifts are made using the following principles and guidelines:

If there is not adequate coverage on any shift, and agreement cannot be reached voluntarily on how to fill the shift, employees shall be assigned in reverse order of position seniority, except where the position in question is that of Enquiry Representative. For Enquiry Representatives the Employer may require the employees assigned to have a minimum of one year's experience in that position.

7.5 Hour Shift		8.0 Hour Shift	
<i>One hour lunch</i>	<i>30 minute lunch</i>	<i>One hour lunch</i>	<i>30 minute lunch</i>
7:30 am - 4:00 pm	8:00 am - 4:00 pm	7:30 am - 4:30 pm	7:30 am - 4:00 pm
8:00 am - 4:30 pm	8:30 am - 4:30 pm	8:00 am - 5:00 pm	8:00 am - 4:30 pm
8:30 am - 5:00 pm	9:00 am - 5:00 pm	8:30 am - 5:30 pm	8:30 am - 5:00 pm

Once a shift has been selected and approved, it may be changed by mutual agreement subject to operational requirements. If the change cannot be accommodated because of operational requirements, and a change cannot be made by voluntary exchange of shifts, the employee cannot use their seniority to displace an existing employee of lower seniority in the preferred shift until the following April 1, provided notice of the desired shift change has been received from the employee by February 15.

15.2 Afternoon Shift

Any employee may be required to work one afternoon shift per week (ending no later than 8:00 p.m.) on a regular or as needed basis, provided that at least two (2) weeks written notice has been provided to the employee by the Employer.

15.3 Flex Days and Compressed Time

(a) *Flex Days:*

(1) All full-time continuous employees who have not elected, or are not eligible for compressed time, and temporary employees shall accrue seven and one-half (7½) hours [one (1) work day] for each month of the year worked except July, August and December, up to a maximum of sixty-seven and one-half (67½) hours [nine (9) work days] in any calendar year. Staff who elect or are required to work a seven and one-half (7.5) hour shift take this time as per this Article. Staff who work an eight (8) hour shift take this time as per Article 15.3(b).

- (2) A flex day must normally be taken in the month in which it accrues and at the time scheduled by the Employer in consultation with the employee. Unless otherwise requested in writing by the employee, all flex days will be scheduled for a Friday, Monday or day following a statutory holiday where that holiday falls on a Monday. Flex days cannot be banked.
 - (3) An employee shall, where requested by the Employer, because of inadequate staff coverage due to the absence of other staff, postpone his/her flex day and report to work as usual. If the employee was not given notice of such required postponement until the actual flex day, the employee shall have at least two (2) hours to report to work. If this results in the employee working less than a full shift as per Article 15.1, the employee shall still be paid for a full shift. If an employee cannot be reached for call back, it will be deemed that the employee was never called back.
 - (4) If a flex day is postponed at the Employer's request, the employee must choose another day within the following sixty (60) days.
 - (5) A newly hired continuous or temporary full-time employee starts to accrue flex days in the first month which he/she works ten (10) full shifts. New employees on probation, and temporary employees on a term of less than six (6) months, are eligible to take their flex days after five (5) months but shall have the first five (5) months accrual paid out in the last pay period of the month in which the flex day was earned.
 - (6) If an employee resigns or is terminated, no flex days shall accrue for that month. However, if a flex day has already been taken as scheduled for the month in which the employee's resignation or termination takes effect, no charge shall be made against the employee for that time.
 - (7) Part-time and casual employees are not eligible for flex or compressed days.
- (b) *Compressed Time:*
- (1) Employees who are eligible to select the compressed time option work their 1807.5 hours in eight (8) hour daily shifts except in July and August where the shift length is seven and one-half (7.5) hours. New employees on probation (including temporary employees) are not eligible for compressed time until five (5) months has elapsed.
 - (2) Employees who wish to work an eight (8) hour shift for the following year shall indicate so no later than February 15 each year. The Employer shall then draw up a work schedule in consultation with the employee and/or work team based on the following:
 - (i) The employee will normally be scheduled for one (1) working day off every other week for all months except July and August, during which it would be one (1) day in each of these two (2) months up to a maximum of twenty-two (22) days;
 - (ii) the day off will be scheduled across all working days of the week except the one (1) day (either Tuesday or Thursday) designated as "*flex and compressed free*", and the compressed day shall not be banked. Flex days can be exchanged within the same team or days can be switched if adequate coverage is maintained and in exceptional circumstances by mutual agreement.
 - (iii) the number of employees who can be absent on a compressed day on any given week day shall be determined by the Employer based on operational requirements;
 - (iv) if urgent operational requirements necessitate the Employer changing the scheduled day, the Employer shall re-schedule the compressed day in consultation with the employee and such day shall be taken within sixty (60) days of the scheduled day;

(v) the schedule will be developed on an annual basis, and shall rotate the days off through the four (4) allowable days of the week so that over the course of a year, employees get approximately the same number of Mondays and Fridays off.

(3) An employee who wishes to switch from compressed time shifts to regular shifts may do so on one (1) weeks notice, but may not then switch back until the following April.

(4) The Employer may remove any position from participating in the compressed time arrangements or may exclude a component from having compressed days off in July and August, because the overall job function is seriously and adversely affected. Prior to removing any position, the Employer will work with the employees to see if there is any way to modify the compressed time arrangements so that it might work.

If the modifications are not feasible, or do not alleviate the problem, the Employer will advise the Union of its intention to remove the position in question. The Union may request a meeting to explore other options, and the Employer agrees to end participation in compressed time only as a last resort.

For purposes of clarification, the only position excluded as of the date of this Agreement is the Payment Processing Clerk.

15.4 Shift Adjustments

The Company may require any employee to adjust his or her hours of work on certain occasions or to work overtime as per Article 16 to deal with emergencies or urgent situations, providing that at least twenty-four (24) hours notice has been provided to the employee.

15.5 Coffee Breaks

Employees are entitled to one twenty (20) minute break for each one-half ($\frac{1}{2}$) day [three (3) hours and forty-five (45) minutes] worked. Breaks must be taken on the work day in which they are earned and cannot be banked or used to alter the normal length of the shift. Adequate coverage will be assured during breaks, and one break will be taken in the morning, and one break in the afternoon as scheduled by the Employer.

15.6 Meal Breaks

Employees are entitled to a one (1) hour or a one-half ($\frac{1}{2}$) hour unpaid meal break, depending on their selected shift schedule, for each full day worked to be taken at a time scheduled by the Employer in consultation with the employee.

Meal breaks cannot be banked or used to alter the normal length of the shift, with the exception that thirty (30) minutes of a one (1) hour meal break can be used to make up paid but unworked hours.

Part-time employees who work more than five (5) consecutive hours are entitled to a one-half ($\frac{1}{2}$) hour meal break.

15.7 Hours of Work Record

All employees shall complete, in full, the Hours of Work Form and shall submit it to their supervisor no later than the end of the first working day of the following week. The employee shall only record hours worked in excess of the regular number of hours per day if those excess hours were given prior approval by the supervisor.

15.8 Making Up Paid But Unworked Hours

Where an employee is unable to start a shift on time or leaves the work place prior to completing the shift, due to reasonable circumstances, the employee shall have the following options:

- (a) to use earned vacation time or compensatory time off;
- (b) to make up the time by working all or part of the next flex day;
- (c) to make up time by adding time to the normal shift, as mutually agreed between the employee and the Employer, thirty (30) minutes must come from the meal break if the meal break is sixty (60) minutes. Coffee breaks may not be shortened. The maximum amount of time allowed shall not exceed twenty-two and one-half (22.5) hours in any fiscal year.
- (d) to have the time not worked deducted from the next pay period provided the time to be adjusted exceeds one (1) hour.

15.9 Office Closure

If weather or natural disaster make it necessary to close an office, the Employer shall do its best to advise every employee of that fact once the decision has been made. If an employee is unsure of the office status he or she should telephone a manager prior to leaving home. If employees are on any form of leave status as of the date(s) of closure, they shall not receive any form of credit for the closure.

15.10 Continuous Part Time Work

- (a) The Employer will seriously consider requests from employees for part time work for any positions except those involving management of an ongoing caseload. The Employer will consider the following factors in making its decision:
 - (1) the impact on coverage and ability to get the work done;
 - (2) the impact on other employees;
 - (3) additional cost.

The Employer's decision is final. Part time work is not intended to substitute for job sharing.

Part time work shall not be for less than seventeen and one-half (17.5) hours per week, and the schedule shall be determined by the Employer in consultation with the employee at the time the part time position is approved. Changes to the schedule may be made by the Employer due to operational requirements, providing the employee is given fourteen (14) days notice.

- (b) All seniority entitlements and benefits are prorated for part-time employees. Part-time employees are not eligible for flex days or compressed time as per Article 15.3.
- (c) The Employer may end a part time arrangement by giving the employee ninety (90) days notice. The employee then has the following choices:
 - (1) to convert to a full time position if there is a vacancy, or if their total seniority would allow them to displace another employee as per Article 13.4; or
 - (2) to be laid off as per Article 13.

If the employee requests to return to a full time position, she/he shall do so in writing and shall be placed in the same position on a full time basis as soon as one is available. The employee shall be given the shift and holiday schedule they would have been entitled to based on their seniority, providing it does not require another employee's shift or holiday schedule to be changed during that fiscal year.

(d) The Employer will not normally approve a return to part-time hours where the employee has terminated a previous part time arrangement.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" means extra work time authorized in writing in advance by the Employer and performed by a employee in excess or outside of full-time, regularly scheduled hours of work, except where it is being worked to make up for unworked time previously paid for. The Employer may require an employee to work up to five (5) overtime hours in a calendar month to deal with emergencies or urgent situations which are beyond the immediate control of the Employer. Overtime in other circumstances shall be by mutual consent.

An employee volunteering or required to work between 1:00 pm and 4:30 pm on December 24th or 31st, where such are normal working days, shall be paid at double time and shall be given a one (1) hour paid meal break from 11:45 am to 12:45 pm, subject to Article 16.4.

A part-time employee only receives overtime pay when he/she works more than the number of hours in a full-time shift.

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

(c) "*Time and one-half*" means one and one-half (1½x) times the straight time rate.

(d) "*Double time*" means twice (2x) the straight time rate.

16.2 Overtime Entitlement

An employee shall be entitled to compensation at the applicable overtime rates for authorized overtime outside the full-time, regularly scheduled work day.

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Where not caseload specific, overtime work shall be offered or allocated on an equitable basis within each position group.

16.5 Overtime Compensation

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

(1) time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled work day;

(2) double time (2x) for hours worked in excess of (1); and

(3) time and one-half (1½x) for all hours worked on a day of rest where the Employer/employee mutually agree (except for flex or compressed time in which case straight time only shall be paid).

The computation of overtime in (1) and (2) is to be on a daily basis and not cumulative. All overtime which is paid out shall be paid by the next pay period following the one in which the overtime was earned.

(b) An employee who works on a designated holiday which is not a scheduled work day shall be paid at the rate of double time for all hours worked; except for Christmas Day and New Year's Day when the rate shall be double time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on the Employer's business outside regular working hours shall be compensated at time and one-half for all hours travelled up to a maximum of four (4) hours per round trip except as may be approved by the Employer in exceptional circumstances. There shall be no maximum limit to the number of overtime hours where the Employer directs the employee to drive. The Employer may determine the means and times of such travel.

(d) The employee may request whether he/she wishes to receive cash for overtime or equivalent compensating time off in lieu of being paid but the final decision as to how the overtime will be compensated belongs to the Employer. It is Themis' policy to usually pay out overtime rather than approve compensatory time off. If time off is authorized it shall be scheduled at a mutually agreeable time. The Employer will not unreasonably withhold approval for an employee to take time off pursuant to this article.

(e) Any overtime due at fiscal year-end shall either be paid in cash by the Employer within thirty (30) days of fiscal year-end or time off which shall be scheduled at a mutually agreeable time within sixty (60) days.

16.6 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after the scheduled hours of work shall be provided with a meal or shall be reimbursed at the rate as per Article 30.9 for that meal. A meal break of one-half (½) hour with pay at the overtime rate shall be given. This Article shall not apply to an employee who is on travel status which entitles a claim for lodging and/or meals.

16.7 Overtime Due to Training New Employees

When staff are requested by a manager to spend time training new employees, the Employer recognizes that they may fall behind in their work. In such circumstances, the employee may request overtime, in writing, to catch up their work (except where it is an employee training someone else because of their upcoming planned leave as per Article 20.13). Overtime shall not be unreasonably denied and the supervisor will specify the maximum number of hours approved.

ARTICLE 17 - STATUTORY HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal and provincial government for the locality in which an employee is working shall also be a paid holiday.

Hours of work both on December 24 and December 31 shall be 8:30 a.m. to 1:00 p.m., with no lunch break, although employees present at work on those dates shall be paid for the entire shift.

17.2 Holidays Falling on a Saturday or Sunday

For an employee whose work week is from Monday to Friday, when any of the above-noted holidays fall on Saturday and/or Sunday, the following Monday (or Monday and Tuesday if applicable) shall be deemed to be the holiday for the purpose of this Agreement.

17.3 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.

ARTICLE 18 - ANNUAL VACATION

18.1 Earning of Annual Vacation

Vacation entitlement at the monthly rate of one-twelfth (1/12) of the annual vacation leave entitlement in Article 18.2, shall be accumulated as earned to the employee's credit. The period of calculation for annual vacation entitlement shall be April 1 - March 31.

18.2 Vacation - Entitlement

A full-time continuous or temporary employee will have an annual vacation entitlement as follows:

Service Seniority	Work Hours Per Fiscal Year
1 month to 36 months	127.5
37 months to 60 months	150
61 months or more	172.5 <i>(Plus 7.5 hours for every year worked in excess of five (5) years to a maximum of 225 hours)</i>

Part-time employees or employees who resign or are terminated before the end of any fiscal year shall accumulate holidays under this clause on a prorated basis.

In addition to the regular entitlements, at the employee's option, they shall have the right to choose one-time payout or time off in the year in which they have completed their 10th, 15th and 20th year of service:

In 10th year - 15 hours
 In 15th year - 22.5 hours
 In 20th year - 40.0 hours.

18.3 Selection of Vacation Dates

Vacation schedules, once approved by the Employer, shall not be changed, other than in an emergency for either party, except by mutual agreement. Employees with service seniority of less than three (3) continuous months as of March 31st of any year will have all unused holiday credits automatically carried over to the new fiscal year.

(a) *Peak Periods*

Where more than one employee applies for holiday leave for the same period of time, leave shall be granted on the basis of seniority. The number allowed off at any one time shall be subject to operational requirements.

The Employer shall circulate or post the vacation schedule by February 15th each year. In order of seniority within the component/team, each employee will have three (3) days to specify his or her preferred dates for vacation time before the list is to be given to the next senior employee. Vacation requests must be completed no later than March 31st each year. It is understood an employee who is absent when the list is circulated to them the Employer shall give reasonable time for the request to be completed. The Employer shall post the approved vacation schedule no later than April 30 each year.

Employees may request single vacation days during peak periods, however the Employer may not grant the employee's request for further single days if it is in excess of two (2) single days (a day is considered single even if it is separated by a weekend, holiday or flex day from the next scheduled work day) during peak period time and/or subject to operational requirements.

Employees who do not respond within the three (3) days shall not be entitled to exercise those rights over time selected by a less senior employee.

No more than two-thirds ($\frac{2}{3}$) of an employee's annual vacation entitlement as per Article 18.2 will be given during July, August, December and Spring Break or by mutual agreement within a component/team and the Employer, Part A may be changed to suit the requests of the employees.

(b) *Non-Peak Periods*

An employee wishing to take vacation leave in non-peak periods shall apply in writing for the desired period of leave at least one (1) week prior to the commencement of such leave. The Employer will grant an employee's non-peak requested dates except where it will seriously affect operational requirements. The Employer's decision will be communicated within five (5) working days of the request when it is for time other than peak periods.

18.4 New Employees

An employee is not entitled to take vacation leave during the first four (4) months of employment unless special approval is given by the Employer.

18.5 Vacation Pay

Payment for vacations will be made at an employee's current pay as of the time the vacation leave is taken. If an employee who is in an acting position takes vacation time and is returning into the acting position, the rate of pay shall be at the acting rate. If an employee was in an acting position for more than twenty (20) working days prior to taking vacation time, the vacation time earned while in the acting position shall be paid out at the acting pay rate.

18.6 Approved Leave of Absence With Pay During Vacations

(a) When an employee is absent on vacation leave and experiences a bereavement which would normally qualify that employee for bereavement leave, such bereavement leave shall be granted upon written request from the employee (subject to the limits in Article 20.1) and the days so granted shall replace an equal number of vacation days taken at the time of the bereavement.

(b) When an employee is absent on vacation leave and becomes ill to the point that he/she was hospitalized or specifically ordered on complete bed rest by a qualified medical doctor, sick leave for

the time confined in hospital or to bed shall be granted (subject to the limits in Article 19.1) upon a written request from the employee which is accompanied by adequate medical documentation. The days so granted as sick leave shall replace an equal number of vacation days taken at the time of the illness.

18.7 Call Back From Vacation

- (a) An employee who has commenced annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty the employee shall be reimbursed for all expenses incurred thereby in proceeding to the place of duty and in returning to the place from which the employee was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to the place of duty and returning again to the place from which the employee was recalled shall not be counted against the employee's remaining vacation entitlement.

18.8 Vacation Carry-Over

An employee may carry over up to six (6) days (45.0 hours if 7.5 hour shift, 48.0 hours if 8 hour shift) vacation leave per vacation year to the next vacation year but it must be used in that year. An employee who takes planned leave pursuant to Article 20.13 and requests the planned leave at least six (6) months prior to the commencement of the planned leave, may carry the aggregate of the vacation leave that accrues during this six (6) month period and the usual carry-over of up to six (6) days of vacation leave, into the planned leave period to be taken as vacation leave during the planned leave period.

A one-time carry over of an additional five (5) days (37.5 hours if 7.5 hour shift, 40 hours if 8 hour shift) will be allowed every five (5) years for employees who have at least five (5) years service seniority, providing the Employer is advised in writing of the intention to do so by September 30 of the year in which the vacation leave is earned.

18.9 Vacation Accrual

A continuous or temporary employee starts to accumulate vacation credits as of the date he/she commences employment with the Employer. Part-time employees accumulate holiday leave on a prorated basis. Casual employees hired for a period of less than forty (40) days or less shall not receive any vacation leave credits but shall receive five percent (5%) of their regular pay each pay period in compensation. An employee will be granted use of annual vacation accrual in advance of earning it except where the Employer has reasonable grounds to believe that the employee will not be able to accrue the amount requested. Non-accrued vacation time may not be used in conjunction with, or instead of, paid or unpaid sick leave.

18.10 Loss of Accrual

Employees who are absent on any form of unpaid leave (this does not include Long Term Disability) in excess of thirty (30) cumulative working days in any fiscal year (April 1 - March 31) do not earn holiday credits for those time periods. Employees who have been suspended do not accrue holiday credits for the time they were on suspension. Employees granted leave as per Article 3.10(a)(5) do not earn holiday credits for any portion of the time they are on such leave.

18.11 Pay Out of Accrued Vacation Leave

All vacation leave is to be taken in the form of actual time off. Vacation leave credits will only be paid out if an employee ceases to work for the Employer. When an employee resigns, is laid off or is

terminated the value of accumulated vacation leave credits shall be added to the final paycheque. The payout of any vacation time will be at the employee's salary as of the time he/she left the Employer. Employees on MAP leave may request payout of their accumulated vacation credits at any time during the leave.

18.12 Repayment of Vacation Credits Used But Unearned

Employees who have been advanced vacation or sick leave and subsequently leave the Employer prior to working long enough to have earned back the advanced credits, shall have the monetary equivalent of the time still owing to the Employer deducted from their final paycheque. If an employee's final paycheque is not sufficient to reimburse the Employer for the holiday time owing, the Employer shall not release any other funds (this does not include pension money) which may be due to the employee until the employee has reimbursed the Employer.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Entitlement

A full-time continuous or temporary employee shall earn paid sick leave at the rate of six and one-quarter (6¼) hours for each full month of service in which pay was received for at least ten (10) days (75 hours) up to a maximum of seventy five (75) hours per fiscal year. A part-time employee shall be entitled to paid sick leave credits on a prorated basis. Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at the regular rate of pay for a maximum period equivalent to the accumulated paid sick leave credit. Employees shall be entitled to bank up to one hundred and fifty (150) hours of earned sick leave credits at any time. Any unused sick time in excess of one hundred and fifty (150) hours as of April 1st is lost. This means an employee may not have more than two hundred and twenty-five (225) paid sick hours in any fiscal year.

19.2 Use of Paid Sick Leave

Sick leave may be taken in the event of illness by the employee or an immediate family member of the employee which requires the employee's presence at home. The entitlement to use sick leave to care for an immediate family member applies only to paid sick leave. Employees who are absent for more than three (3) consecutive days because of illness of themselves or a family member, must submit on the fourth (4th) day at the Employer's request, a doctor's note with their application for sick leave. The Employer shall reimburse the employee for the cost of such a note on presentation by the employee of a paid invoice from the doctor. If the employee does not provide this doctor's note and the Employer does not consider the employee's explanation for not having such a note to be reasonable, the sick leave applied for will not be granted as paid leave and the Employer may take disciplinary action. Upon return to work the employee must submit the sick leave form within two (2) working days.

For illness of a chronic nature, the employee may submit a doctor's note stating the illness is chronic and the note will be kept on file for future use on subsequent absences for that illness for up to three (3) years.

19.3 Unpaid Sick Leave

As of April 2001, any continuous employee (i.e., not a new employee on probation) who has used up all his/her sick leave credits as per Article 19.1, and is required to be absent from work due to illness or injury, is on a status of unpaid sick leave. The following are the conditions that apply to unpaid sick leave:

(a) *Employees Not on STD/LTD or WCB Benefits*

- (1) The employee must produce a doctor's note where the cumulative absence in a fiscal year exceeds two (2) unpaid sick leave days, except where the employee subsequently goes on weekly indemnity or WCB benefits.
- (2) An employee who takes more than ten (10) unpaid sick leave days in a twenty-four (24) month period (75 hours for 7.5 hour shift, 80 hours for 8 hour shift) and does not subsequently qualify for weekly indemnity or WCB benefits for the same illness, may, at the Employer's reasonable discretion, not be eligible for compressed time for the next six (6) months.
- (3) Where there is a repeated pattern of using unpaid sick leave, and the employee does not subsequently qualify for STD/LTD or WCB benefits, the Employer may require the employee to have a medical assessment by the employee's own physician, at the Employer's expense, to determine that the employee is able to perform his/her duties.
- (4) An employee taking an unpaid sick leave day may make the time up on their next scheduled flex or compressed day so that there is no financial penalty to the employee. This does not change the fact that the original day taken was unpaid sick leave.

This Article does not restrict the normal management rights of the Employer with respect to managing absenteeism.

(b) *Employees Who Have Qualified for STD or WCB Benefits*

- (1) The employee must contact the Employer after each visit to a doctor about the illness(es) for which the employee is absent, or every two (2) weeks, whichever is sooner, to advise whether the employee is still unable to return to work and if an expected date of return to work is known;
- (2) An employee who fails to report as per (1) shall be contacted in writing by the Employer reminding them of their obligation. If they still fail to report within fifteen (15) days, and are not reasonably prevented from reporting by the nature of their illness, they shall be deemed to have abandoned their position.
- (3) When the employee has been absent from work for more than sixty (60) continuous days, the employee must provide, in writing, at least ten (10) working days notice to the Employer of their date of return; the Employer is under no obligation to permit the employee to return to his/her position prior to such notice being given;
- (4) An employee must advise the Employer within five (5) days if they have ceased to qualify for STD/WCB benefits and have not returned to work.

(c) *Employees Who Have Qualified for LTD or WCB Benefits Greater than Four (4) Months*

- (1) An employee must advise the Employer within five (5) days of ceasing to qualify for LTD/WCB benefits if they have not returned to work;
- (2) An employee who has qualified for LTD/WCB benefits must provide at least thirty (30) days notice they are fit to return to work except where there is an existing vacancy.

19.4 Loss of Accrual

Employees who are absent on unpaid leave in excess of thirty (30) cumulative working days in any twelve (12) month period and employees who are on MAP leave, short-term or long-term disability, do not earn sick leave credits for these periods.

19.5 Advising Employer

Employees who are unable to report in for work on any day because of illness, must phone their supervisor or their office manager by 9:00 a.m. of that same day to advise that they will not be coming in. The employee has the responsibility to advise his/her supervisor or colleague of any important matters which must be looked after that day. Disciplinary action may be taken against an employee who does not advise the Employer unless there is a reasonable explanation.

19.6 Deduction of Sick Leave

All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits, except as noted in Article 22.7.

19.7 Repayment of Sick Leave Credits Used But Unearned

Employees who have used all or part of their year's sick leave entitlement and subsequently leave the Employer prior to earning the sick leave credits used (as per Article 19.1), shall have the equivalent monetary value of the days owing deducted from their final paycheck.

19.8 Extended Absence for Medical Reasons

If an employee is absent from work for medical/health reasons for an extended period and the employee has qualified for STD/LTD or WCB benefits, or any other income replacement disability benefit, the following shall apply:

- (a) If the employee is absent for a cumulative period of four (4) months in any twelve (12) month period, the employee must provide the Employer with a medical statement indicating when the employee will be able to resume his/her normal duties.
- (b) If the expected date of return is in the next four (4) months, the Employer will keep the position so the employee may return prior to, or on the scheduled return date.
- (c) If the employee's scheduled return date is past the eight (8) month period, or if the employee does not return on the expected date, the Employer may fill the position on a permanent basis. The employee shall then be considered on unpaid leave and may return to work within the next four (4) months, providing he/she is certified as fit to resume all duties and there is a vacancy in the same position and worksite. If no vacancy exists in the same position, the employee will be offered vacant positions for which they are qualified.
- (d) The Employer has no obligation to maintain any employment status for an employee who is absent for twelve (12) months in a twenty-four (24) month period.
- (e) An employee who is absent due to an injury suffered while on the Employer's business shall not have that time included in (a) - (d) above.

19.9 Scheduling of Medical/Dental Appointments

- (a) Employees are expected to schedule appointments on a flex/compressed day off, or other planned day off.
- (b) Where it is just not possible to obtain a medical and/or dental appointments outside regular working hours, reasonable time off for medical and dental appointments for employees or for dependent children or dependent family member shall be permitted.
- (c) Time away from work for such appointments may be made up by adding up to sixty (60) minutes extra per day (thirty (30) minutes of which must come from the meal break if the meal break is one hour) during normal office hours (coffee breaks may not be used) up to a maximum of two and one-half

(2½) hours per week and a maximum of ten (10) hours per fiscal year, or may be deducted from sick leave, flex time, holiday allotment, or compensatory time owing, providing not all credits for the year have been used.

(d) An employee may always choose to have this paid but unworked time deducted from the next paycheque.

(f) Excluding emergencies, two (2) working days notice will be required for pre-set appointments.

19.10 Employer Share of Benefits

The Employer shall continue to pay its share of the benefit premiums defined in Articles 31.2 and 31.5 for a maximum of six (6) months for employees who have qualified for weekly indemnity, WCB or long term disability benefits providing the employee reimburses the Employer for the employee's share of the benefits within thirty (30) days of receiving an invoice from the Employer. If the employee does not reimburse the Employer with thirty (30) days of receipt, benefits shall be terminated. The Employer shall issue the invoice semi-monthly.

If the employee wishes to retain the benefits after six (6) months, subject to the approval of the Insurer, the employee must pay 100% of the benefits premium within thirty (30) days of receiving an invoice from the Employer. If the employee does not reimburse the Employer within this time period, the benefits shall be terminated.

ARTICLE 20 - OTHER LEAVE

20.1 Bereavement Leave

(a) The Employer shall grant up to four (4) days paid leave [up to six (6) days if travel over five hundred (500) kilometres is required] in the event of the death of an immediate family member. Bereavement leave may be given verbally and later confirmed in writing. The Employer may extend the period of bereavement leave with or without pay.

(b) Immediate family for the purposes of this Article and 19.2 (Paid Sick Leave) is defined as: an employee's parent; former guardian; wife; husband; fiancé; common-law spouse; same sex partner with whom the employee resides; child; brother; sister; father-in-law; mother-in-law; step-parents, or any other relative with whom the employee permanently resides.

(c) In the event of the death of an employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the employee shall be entitled to paid leave for up to three (3) days in any fiscal year. The Employer may extend the period of bereavement leave with or without pay.

(d) Employees on any form of leave of absence without pay are not eligible for bereavement leave while they are on such status.

20.2 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at the regular rate of pay for the following up to a maximum of five (5) per fiscal year for all categories combined except the maximum number of days which may be taken under (d) and (e) is two (2) days each:

- (a) marriage of the employee or formal same sex affirmation four (4) days;
- (b) attending wedding of employee's child one (1) day;
- (c) birth or adoption of the employee's child one (1) day;

- (d) serious household (employee's) or serious domestic emergency one (1) day;
- (e) moving of employee's household furniture and effects if employee changes permanent residence..... two (2) days;
- (f) divorce hearing of employee..... one (1) day;
- (g) attending his/her formal hearing, or to take their oath to become a Canadian citizen one (1) day;
- (h) to attend the funeral of a relative or close friend where bereavement leave is not eligible under 20.1 one (1) day;

Two (2) weeks notice is required for leave under subsection (a), (b), (e), (f) and (g). The Employer may request information or documentation where appropriate to be satisfied that the leave is justified.

20.3 Other Observances

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (b) Employees shall provide the employer with the dates for which the leave is requested and will provide a minimum of four (4) weeks notice.

20.4 Compassionate Leave

The Employer may grant special compassionate leave with or without pay for reasons other than those set out in Article 20.2. This leave is for purposes not contemplated or provided for by any other clause in the Agreement. Permission is required from the Employer to be absent but only such explanation as is necessary to confirm for the Employer the appropriateness of the purpose shall need to be given and such explanation shall remain confidential.

20.5 Public Duties

The Employer may grant, subject to its operational requirements, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial or federal election;
- (b) for employees elected to or appointed to a public office for a maximum period of five (5) years.

20.6 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action. The employee must produce an accounting of days and times the court is in session and, where reasonable, is expected to report to work for those portions of the day not occupied with court duties. Failure to report the times or to report to work will result in the employee not being eligible for pay while serving as a juror or witness.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be granted without pay.
- (c) An employee in receipt of regular earnings while attending court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances. The employee shall produce a statement of days/time the court was in session and an account of the monies paid.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay up to a maximum of three (3) months, after which time the employee shall be dismissed.

20.7 Elections

(a) Any employee eligible to vote in a federal, provincial or municipal election or a federal or provincial referendum shall be entitled to reduce the end of the work day by the time necessary to ensure the minimum number of hours to vote stipulated in legislation is met. That portion of the work day that may be required to provide such clear time shall be paid leave.

(b) In order to maintain minimum operational requirements some staff will be required to work between the hours required to give employees the minimum statutory time for voting and the end of the work day.

(1) Management will first request volunteers, who will be chosen in order of seniority.

(2) Remaining staffing levels required will be selected in reverse order of seniority.

(c) All remaining staff shall be scheduled for the following shifts:

(1) Employees who work the 7.5 hour shift, shall work 8:00 to 4:00 with a 1 hour meal break

(2) Employees who work the 8.0 hour shift, shall work 8:00 to 4:00 with a ½ hour meal break.

(d) Employees who are asked to stay late will be allowed to come in later than the regular scheduled start of the shift by the minimum number of hours for voting specified in the applicable legislation.

20.8 General Leave

The Employer may grant, subject to operational requirements, leave of absence without pay to an employee to participate in an election campaign. The employee does not have to disclose to the Employer his/her political affiliation.

(a) In the case of a federal or provincial election, such leave shall not commence until the election writ is issued, and shall terminate no later than the day after the election.

(b) In the case of a municipal election, such leave shall not commence earlier than one (1) month before the election and shall terminate no later than the day after the election.

20.9 Absence Without Leave (Abandonment of Position)

An employee who fails to report to work and does not request and/or is not eligible for authorized leave as per Articles 18, 19, or 20, shall be deemed to be absent without leave and may be terminated after five (5) days absence except where there are reasonable circumstances which prevented the employee from reporting or requesting leave for which the employee is eligible.

20.10 Leave Without Pay

The Employer may, for an emergency or other exceptional circumstances, subject to operational requirements, grant an employee leave without pay for a period up to one (1) year, which may be renewed by mutual agreement. All requests and approvals for such leave will be in writing. Employees absent under this paragraph shall be required to reimburse the company for its share of the Employer's benefits for any period of such leave over thirty (30) working days. Leave under this article will not be unreasonably withheld. Long Term Disability is only available to the end of the month following the month in which the leave was commenced.

20.11 Educational Leave

Educational leave without pay may be granted by the Employer to regular employees requesting such leave, subject to operational requirements, in accordance with the following provision:

- (a) the duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the Employer and employee may be for varying periods up to one (1) year, which may be renewed by mutual agreement.

20.12 Canadian Armed Forces

Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence without pay, subject to operational requirements, for the purpose of fulfilling their commitments to the Armed Forces.

20.13 Planned Leave

Employees, upon completion of each period of five (5) years of continuous service, at least two (2) years of which are in their current position, may request unpaid leave for a fixed period of between four (4) months and six (6) months. In each office, no more than one employee in a position or eight percent (8%) of the employees in a position, whichever is greater, may be on planned leave at the same time. When the number of employees requesting planned leave exceeds the number who may be on planned leave pursuant to this article, approval of the requests for planned leave will be subject to service seniority.

Application should normally be made at least three (3) months prior to the requested commencement date.

Approval for planned leave and the commencement date of the planned leave shall be subject to operational requirements. The Employer shall communicate its decision regarding the request for unpaid leave within thirty (30) days and once approval has been given it shall not be rescinded.

The Employer shall pay twenty-five percent (25%) of the total premiums for medical, extended health, dental and group life for the period an employee is on planned leave. The Employee shall pay seventy-five percent (75%) of the total premiums for these benefits prior to commencement of the planned leave.

Employees on planned leave do not accumulate seniority [except as per Article 12.3(a)] or receive benefits other than medical, extended health, dental and group life benefits and shall return to their former position or to a position of equal rank or pay upon their return from planned leave.

Employees who do not return to work from a planned leave, or who terminate their employment within one hundred and eighty (180) days of return, shall reimburse the Employer the actual cost of the twenty-five percent (25%) benefit premium cost.

ARTICLE 21 - MATERNITY/ADOPTION/PARENTAL (MAP) LEAVE

21.1 Maternity/Adoption/Parental Leave

A pregnant employee, an employee who is the father, and an employee who is an adoptive parent shall qualify for maternity/adoption/parental leave.

- (a) Upon written request, noting the start and end dates of the leave, the employee will be granted leave of absence without pay for a period of not more than one (1) year. If both parents are employees, the combined period of MAP leave for both employees may not exceed one (1) year.

- (b) The period of maternity leave shall commence eleven (11) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (c) On return from MAP leave an employee shall be placed in his/her former position or in a position of equal rank and salary providing that employee has not been laid off as per Article 13.
- (d) The Employer shall maintain its portion of employee coverage for medical, extended health, long term disability, dental and group life for the first twelve (12) months the employee is on MAP leave. The employee portion will be deducted from the MAP leave allowance or accrued holiday time. If this is not enough to cover the benefit cost, the employee shall remit his/her monthly share of the benefits to the Employer within thirty (30) days of receiving an invoice. If the employee fails to return to work upon completion of the leave, or fails to complete twelve (12) months service after return (except where laid off), the employee shall reimburse the Employer for monies paid on behalf of the employee on a prorated basis [i.e., one-twelfth (1/12) per month for each month less than twelve (12) months] under this section within thirty (30) days.
- (e) An employee on MAP leave shall notify the Employer at least eight (8) weeks prior to the expiration of the leave of his/her expected return date. If the employee fails to so advise the Employer, or fails to report to work on the date she/he advised the Employer, the employee shall be deemed to have resigned as of the date the leave commenced, and any allowances and benefit paid during the MAP leave must be repaid immediately.
- (f) An employee may add any vacation leave earned but not used as of the date of commencement of the MAP leave, to extend the MAP leave, or may use it at any time after their return to work, subject to Article 18.3.

21.2 MAP Leave Allowances and Benefits

Continuous employees who have completed six (6) months continuous service and who qualify for leave under Article 21.1 and provide documented evidence they have applied for and will receive Supplemental Unemployment Benefits as per the Unemployment Insurance Act for maternity and/or parental leave benefits, shall be eligible for the following additional allowance/benefits:

- (a) *Maternity Leave* - thirteen percent (13%) of weekly salary up to a maximum of one hundred and thirty dollars (\$130.00) per week [up to fifteen (15) weeks maximum].
- (b) *Parental and Adoption Leave* - thirteen percent (13%) of weekly salary up to a maximum of one hundred and thirty dollars (\$130.00) per week [up to ten (10) weeks maximum].
- (c) The weekly allowance shall be paid based on the employee's rate of pay at the time she/he commenced MAP leave and shall be adjusted for step increases the employee would have been entitled to during the period they are on MAP leave. Where the employee was acting in a position for less than ninety (90) days at the time the leave commenced, the rate shall be that of their regular position, not the acting position.
- (d) Employees who are part-time and have variable hours shall be paid at the average of their weekly salary for the six (6) months prior to the commencement of MAP leave.
- (e) Where both parents are employees of Themis, they may decide which employee shall be eligible for the ten (10)-week parental leave allowance, but in no case may the allowance and benefit period for both Parties exceed twenty-five (25) weeks.
- (f) Employees on MAP leave shall continue to accrue vacation leave at their normal rate for the period of time they are on MAP leave, up to one year (52 weeks) maximum. The Employer will pay the accrued holiday time for the first six (6) months of MAP leave in twelve (12) semi-monthly instalments, starting when the MAP allowance ends. The remaining holiday time accrued after the first

six (6) months of MAP leave shall be paid within thirty (30) days of the employee's return to work. The employee may direct any portion of the payment, for accrued holiday leave, to be paid into their pension plan.

(g) If an employee fails to resume their employment with Themis or fails to complete six (6) months service upon their return, (except where due to layoff), the employee shall reimburse the Employer an amount equivalent to the allowance paid out on a prorated basis [i.e., one sixth (1/6) per month for each month less than six (6) months]. Vacation which has accumulated during MAP leave will be reduced by one sixth (1/6th) of the total days for each month less than six (6) months, if the employee fails to return or fails to complete six (6) months service upon returning.

The employee must reimburse the Employer if the vacation time taken (or paid out) exceeds the amount earned after prorating.

21.3 Additional Benefits

The employee on MAP leave may, on application, cash out some or all of his/her earned, unused vacation credits.

21.4 Parental and Adoption Leave

Upon request, the employee shall furnish proof of birth or adoption placement prior to the commencement of the leave.

21.5 Seniority Accrual

An employee shall continue to accrue seniority for the entire duration of maternity/paternity/adoption leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Joint Committee

Each worksite shall have a Joint Union/Management Health and Safety Committee to consist of two (2) Employer representatives and two (2) employee representatives. The Committee shall meet as required by WCB Regulations or when either one of the Parties deems it necessary, at the Employer's expense. In this capacity, the Employer and employee representative shall:

- ensure there are adequate procedures and training to identify potential violent clients, within statutory limits and knowledge;
- ensure that every employee has, and is briefed on, security and evacuation procedures;
- ensure that there are at least two (2) fire drills and emergency incident drills each year;
- ensure that there is a safety audit performed annually and a furniture/equipment inspection performed quarterly;
- meet with employees individually or in groups to listen to any health or safety concerns and to ensure these are referred to the Regional Manager for response and, where appropriate, action;
- ensure employees are briefed on personal safety and that the worksite is reasonably secure;
- meet after any accident on the worksite to determine if follow up action is necessary.

The Union and the Employer agree that applicable regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia shall be complied with.

22.2 Advising Employer

Any employee who is concerned that equipment or procedures pose an undue risk shall bring those concerns to the attention of his/her supervisor at the earliest available opportunity.

22.3 Video Display Terminals

- (a) No employee shall work at a video display terminal, either reading or entering data, for more than sixty (60) minutes continuously. After sixty (60) continuous minutes, the employee shall spend at least ten (10) minutes on other tasks.
- (b) Employees who spend a majority of time working at a VDT are encouraged to visit an eye care professional annually. The Employer will pay for any portion of the fee for this annual visit not covered by medical or extended health benefits (this fee may not include the annual health care deductible amount as per the Extended Health Benefits).
- (c) Pregnant employees shall have the option not to continue to work with video display terminals which use cathode ray tubes. When a pregnant employee chooses not to work with such video display terminals, if another position at the same or lower level is vacant which does not require such use of VDT and for which she is qualified she shall be reassigned to such work and paid at the rate of pay for that position.
- (d) Where work reassignment in (c) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (e) Where employees are on leave of absence without pay pursuant to (d) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premium, subject to the same conditions as per Article 21.1(d).

22.4 Equipment Standards

The Employer shall ensure that new equipment shall:

- (a) have adjustable keyboard trays and screens;
- (b) meet required radiation emission standards established by the Ministry of Labour or Workers' Compensation Board.

The Employer shall provide sufficient number of standard earthquake preparedness kits in each office location.

The permanent Health and Safety Committee or the Joint Committee shall review and make recommendations to ensure that the lighting and other standards recommended by the Ministry of Labour, Occupational Environment Branch or the Workers' Compensation Board, are being met.

22.5 Personal Safety

If an employee believes he/she is physically at risk because of threats made by a debtor or creditor, an incident report shall be submitted immediately to the Enforcement Manager or, in his/her absence, to the Regional Manager. The employee shall be advised within forty-eight (48) hours (sooner if the circumstances warrant it) of what action has or will be taken and what steps he/she should take, if any.

22.6 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which does not meet the applicable standards established pursuant to the Workers' Compensation Act or other situation which a member of

the Joint Health and Safety Committee reasonably believes is unsafe, or which an authorized staff person of the Workers' Compensation Board has stated is unsafe.

No employee shall be disciplined for refusing to work when confronted by a person who, in the employee's reasonable estimation, poses an immediate hazard to the employee's physical safety.

22.7 Injury Pay Provision

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

22.8 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.9 Supply and Maintenance of Equipment

The Employer will furnish and maintain all equipment, furniture, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies. Where an employee suffers damage to their attire due to improperly maintained equipment, the Employer shall reimburse the employee for repair or, where repair is inappropriate, replacement of the clothing article, providing the Employer had been advised of the problem prior to the incident or could reasonably be expected to anticipate that such a problem was imminent.

22.10 Smoking Policy

Smoking is prohibited at all times in all parts of the Employer's office facilities. Employees who contravene this policy shall be disciplined accordingly.

22.11 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of verbal abuse from clients including threats of physical violence.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) reasonable physical and procedural measures to protect employees shall be implemented.
- (c) The local Occupational Health and Safety Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed, based on the existing knowledge of the FMEP, concerning the potential for violence or verbal abuse of a particular client, subject to statutory limitation.
- (e) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of work related physical violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.12 Occupational First Aid

- (a) The Union and the Employer agree that First Aid regulations made pursuant to the Workers Compensation Act which are applicable to this Employer, shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the formal requirements of the job, the cost of obtaining and renewing the appropriate level of certification required under (a) shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

ARTICLE 23 - HARASSMENT

23.1 Harassment Free Worksite

The Union and the Employer recognize the right of the employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee. No manager, employee or contractor shall harass any other manager, employee, contractor, or any other person with whom that person has contact as a consequence of his or her work for the Company.

Once the Employer becomes aware of the alleged harassment complaint, the Employer shall take all reasonable steps to ensure the situation is not aggravated and to relieve the employee's distress.

23.2 Prohibition of Harassment

Harassment may be physical, verbal or sexual in nature and all forms are equally unacceptable. Harassment shall be defined as a course of conduct directed at a specific person and may include, but is not limited to, threats or intimidation, physical assault, deliberate gestures, comments, questions and representations.

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

Inappropriate use of managerial/supervisory authority does not include actions occasioned through the exercise in good faith, of the Employer's managerial/supervisory rights and responsibilities.

A manager, employee or contractor of the Employer agrees, as a condition of employment, to refrain from any form of harassment as described in this Article.

23.3 Disciplinary Action

Any manager or employee deemed by the Employer to have been guilty of harassment is subject to disciplinary action, up to and including dismissal.

23.4 Limitation of Definition

- (a) The use of professional, objective and non-demeaning language to explain, instruct, correct, counsel or supervise does not constitute harassment. The definition of harassment is not intended to restrict the Company's managers and supervisors from exercising their normal supervisory responsibilities, including disciplining of persons reporting to them.
- (b) Pressing debtors for payment does not constitute harassment for the purposes of this Article, providing the debtor is treated objectively and courteously, is given factual and accurate information, and is not subjected to any demeaning personal remarks about his behaviour.

23.5 Response to Harassment

Any employee who believes that he/she has been the victim of verbal, or physical harassment shall use the grievance process to seek redress. If the person against whom the employee is complaining reports to the Managing Directors, then the grievance is to be filed directly with a Managing Director.

23.6 Confidential Investigation

In the course of responding to a grievance alleging harassment, all steps will be taken to ensure that the matter is properly investigated and that all persons involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a 'need to know' basis and, as may be necessary, to divulge any information as a result of any formal legal action which may subsequently result.

23.7 Sexual Harassment

(a) Sexual harassment shall be defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Sexual harassment may include, but is not limited to, unwanted physical contact, suggestive remarks or other verbal abuse with a sexual connotation, emphasizing sexuality, sexual identity or sexual orientation, compromising invitations, repeated or persistent leering at a person's body, demands for sexual favours, or sexual assault.

(b) Whenever possible, the employee alleging harassment has the right to discontinue contact with the alleged harasser, without incurring any penalty. In cases where harassment may result in the transfer of an employee, where possible, it shall be the alleged harasser who is transferred. The employee who is alleging harassment shall not be transferred against her/his will.

23.8 Complaint Procedure for Sexual Harassment

(a) The employee shall file a written complaint within thirty (30) days of the alleged occurrence with the Regional Manager.

(b) The Regional Manager shall immediately advise the Staff Representative.

(c) If the complaint is against the Regional Manager, the complaint will be filed with a Managing Director.

(d) The investigation shall be concluded within seven (7) days of the complaint being received.

(e) The Employer may request an extension for the investigation period from the Staff Representative or designate. The extension, if granted, shall not in any event, be longer than fourteen (14) days from the date of the written complaint.

(f) The complainant will be given the option of having the Staff Representative or designate present as an observer at the meeting(s) at which the complainant is present.

(g) The Managing Directors or designate who have investigated the incident shall complete a written report within three (3) working days of completion of the investigation.

(h) The Staff Representative and complainant shall be apprised of the action(s) to be taken.

(i) Where either Party to the proceeding is not satisfied with the Managing Directors' response, the complaint will, within thirty (30) days, be referred to Article 10.11.

(j) Where the complaint is determined to be frivolous and/or vindictive in nature, the Employer will take appropriate disciplinary action.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.1 Process

The Employer will continue to develop its computer and telecommunications system to streamline the work. If this ongoing development makes a particular position with an incumbent redundant, the Employer shall:

- (a) advise the Union at least ninety (90) days prior to any action of the nature of the technological change, which employees will be affected, and how the Employer intends to deal with the employees affected;
- (b) attempt to place the affected employee in another vacant position for which he/she is qualified; if the employee is not qualified but could reasonably be expected to be qualified within sixty (60) days if training, study time or job experience were provided, the Employer shall make every effort to provide same;
- (c) where such development described in (b) is required it shall be at the Employer's expense;
- (d) if the employee has demonstrated that he/she can fulfil the duties of his/her new position within sixty (60) days to the satisfaction of the Employer, the employee will be placed in that position permanently, except where the new position constitutes a promotion, in which case the normal probationary period shall apply;
- (e) an employee placed into an available position as per this Article shall not experience a reduction of salary and shall be paid as per Article 13.5;
 - if no vacant positions are available, the layoff and severance provisions as per Articles 13 and 14 will come into effect except that at least ninety (90) days notice of the layoff will be provided to the Union and the employee(s) affected.

ARTICLE 25 - RECRUITMENT AND SELECTION

25.1 Recruitment and Selection

Principle

The Employer wants to fill as many positions as possible through internal promotion and is committed to assisting employees who wish to prepare themselves for promotion.

- (a) The Employer selects candidates for position vacancies, whether full-time or temporary, based on the knowledge, skills, ability, experience and education of the applicant. The successful candidate will be the person best qualified for the position. Wherever possible, preference in hiring shall be given to internal applicants. Where internal candidates are equally well qualified, service seniority shall apply.
- (b) At least once each calendar year, the Employer will offer a '*promotion preparedness*' training workshop for interested members of the bargaining unit provided that there are at least five (5) employees at each location that have agreed to attend. The curriculum will include classroom training, identification of skills and attributes which contribute to success in a position, suggested reading and practice exercises, and may include an opportunity to work with an individual holding the desired position for a time and on a schedule to be mutually agreed. Training may be offered outside of office hours, and will be without compensation. On the job training will be at the Employer's expense. Participation in this workshop is not a condition for promotion nor will it be a factor in selection or rejection.

(c) The Employer will use its best efforts to establish a '*relief pool*' of persons who meet or have met the qualifications for bargaining unit positions and are available to perform temporary or casual work. Where a short term vacancy is created, an available person from the relief pool shall be placed in the position, subject to the circumstances and availability of resources.

(d) When a vacancy arises which will increase the workload of existing employees, the Employer shall, within fourteen (14) days, advise employees of what it is doing to deal with the situation. If it is not possible or practical to backfill a position, the Employer shall consult with the affected employees to see what can be done to minimize the impact. Employees who are required to complete some additional work, due to a temporary vacancy, will receive ongoing, clear and reasonable direction from his/her supervisor regarding work priorities and expectations.

(e) An eligibility list by position shall be maintained and will be published containing the names of those who qualified for the job in a competition. Subsequent vacancies for the same position and work location shall be filled from the eligibility list (except when a placement is made as per Articles 39.6 or 25.8) without posting or holding a competition for a period of twelve (12) months from competition end date. The start date of the eligibility list is the date the successful candidate commenced their duties after winning the competition. An offer shall be made from the eligibility list based on the ranking in the original competition. The Employer may hold a competition at any time while an eligibility list is still in effect, but no person shall be hired from any new eligibility list until the old list has expired. A list expires either one year from its start date or when every person on the list has been placed or has turned down a reporting date, whichever comes first. Any candidates remaining on the eligibility list at the time of expiration who have not rejected permanent employment, will move to a new list in the same relative order as the previous expired list. This is subject to the successful candidate's completion of at least forty (40) continuous working days in an acting or temporary capacity in the position for which they are qualified. All others working must apply.

25.2 Postings

(a) The Employer shall, at the time of recruitment for any full-time position or temporary bargaining unit position more than ninety (90) days in duration (except when a position is filled pursuant to Articles 13 or 24) post a notice on the appropriate bulletin board at each of its offices, or on its web site, for at least one (1) week prior to closing. Employees wishing to apply for another position shall submit the appropriate application form to the designated person. The Employer shall review all applications and shall interview all those persons who meet the qualifications for the new position. Qualifications shall include knowledge, education and training, skills and abilities and personal suitability. Unsuccessful internal applicants, upon written request within five (5) working days of being notified that they would not be interviewed or that they were not the successful candidate, shall receive written reason(s) for unsuitability no later than ten (10) working days from date of request.

(b) Job posting notices shall contain the following information: job title, salary, skills and essential qualifications (as per the job description), if car use is required and whether the position is included in the bargaining unit.

(c) The Employer will make every reasonable effort, subject to its organizational and financial resources, to fill all temporary or permanent vacant positions as soon as possible.

25.3 Promotion While on Probation

No continuous employee can apply for a position at a higher pay level until the employee has completed five (5) months of the probation period.

25.4 Bonding

Every employee shall be required to complete an application for bonding and must be acceptable to the Employer's insurer for bonding purposes as a condition of employment. An employee who is rejected for bonding shall be deemed not to have been eligible for employment and shall be terminated immediately.

25.5 Accuracy of Information

The authenticity and accuracy of the information provided in the job application, attached resumes, letters of reference, degrees, diplomas or certificates, or any other document which is submitted by the employee as part of the selection process, is a condition of employment. Subsequent discovery that the information supplied is false and/or deliberately misleading shall constitute grounds for disciplinary action. If the false or misleading information would have meant the employee would not have been hired or promoted, the employee shall be dismissed.

25.6 Job Sharing

Job sharing arrangements may be entered into on a case-by-case basis where the terms and conditions are mutually acceptable to the Employer, the Union and the persons wishing to job share. See Memorandum of Agreement #1 - Job Sharing.

25.7 Job Exchanges

A job exchange with an employee in another agency, company or organization is permissible but is subject to case by case approval of the Employer, the employee concerned and the Union.

25.8 Lateral Transfer Policy

(a) An employee who has completed a minimum of four (4) years of service in a particular position shall be eligible for a lateral transfer into the same position in another officer where there is a vacancy for the same position (continuous not temporary) under the following circumstances:

- (1) The employee's last performance appraisal was wholly satisfactory
- (2) The employee has no disciplinary action in progress and no letters of reprimand or suspension are on the personnel file.

(b) An employee who is eligible shall advise their Regional Manager in writing of their desire to be granted a lateral transfer. The Regional Manager shall confirm their eligibility and if all is in order, will advise his/her counterpart in the office the employee wished to move. Any existing eligibility list shall be amended so that the transferring employee's name is now at the head of the list. All internal employees whose names are on the list shall be given a copy.

(c) The lateral transfer cannot take place until there is a continuous position of the same job type in the office to which the employee wishes to move to. If the employee leaves their job in the original office prior to there being a vacancy for them in the new office, they shall be considered to be on leave without pay and may continue the benefits that they are still eligible for (this does not include Weekly Indemnity or Long Term Disability which are not available to the employee in these circumstances) under the terms of our contract with the insurer, provided they pay one-hundred percent (100%) of the monthly premium cost (this includes what would normally be the Employer's share) within the ten (10) days of receipt of invoice. Employees who do not reimburse the Employer within ten (10) days of receipt of the invoice may have their benefits cancelled without further notice by the Employer. The maximum period of time for leave of absence without pay under this article is 12 months. If there has not been a vacancy during that time the employee will be deemed to have voluntarily resigned and shall not be eligible for any severance pay or other benefits.

(d) An employee who has been granted Leave Without Pay as per (c) above, may occupy a vacant temporary position in the new office for which they are qualified until such time as the temporary position expires or they are placed in a vacant position as per the eligibility list. However, the following shall apply in such cases of temporary placement:

(1) Their existing position and service seniority shall count only for their placement on the salary grid (if it is the same position as the one they had) and the entitlement for holiday time and benefits premiums pro-rata. They may not use their existing seniority for holiday selection or bumping while they are in the temporary position.

(2) At the end of the temporary term the employee shall go back on unpaid leave as per (c) above. The time spent in the temporary position shall not be used to increase the maximum period of 12 months.

(e) The Employer may grant, at its discretion, a lateral transfer to an employee for compelling compassionate or medical grounds. The Employer shall only grant such lateral transfer where the reasons clearly indicate that this is beyond the employee's reasonable control and/or the consequences of not granting the transfer would result in undue hardship to the employee. If the Employer grants such lateral transfer, clauses (b) – (d) shall apply.

25.9 Unable to Place Into Vacancy Because of Operational Requirements

Where an existing continuous employee who is on the eligibility list for a higher classification cannot be placed into the vacancy to which they would be entitled because they cannot be released from their current position due to operational requirements, the following procedure shall be followed:

(a) The employee shall be placed into the new position to which they are entitled within five (5) days of the vacancy becoming available;

(b) The employee shall then be seconded back into their old position but shall continue to be paid at the rate of their higher position, and they shall earn position seniority on their higher position while they continue in their former position;

(c) The probationary period for the new position shall not start until the employee actually commences their duties in the new position.

ARTICLE 26 - PROMOTION

26.1 Interview Expenses

A continuous employee who applies for a posted position which would constitute a promotion, and who is not on leave of absence without pay, shall have his/her authorized expenses paid for attending a job interview outside the applicant's geographic location, as defined in Appendix II. Travel shall be in the form directed by the Employer.

26.2 Transfers

No employee shall be required to transfer from one geographic location to another as per Appendix II against his/her will.

26.3 Probation on Promotion

(a) If a continuous employee is promoted to a higher paying position he/she shall be placed on probation for a period of six (6) months. Upon successful completion of probation the employee shall be confirmed in the position. In the event that the employee proves unsatisfactory in the new position during the probationary period, or if the employee requests in writing to return to his/her former

position during the probationary period, the employee shall be returned to the former position or shall be given another position for which he/she is qualified in the same geographical location at an equivalent salary to the position he/she was promoted from, except where the employee was terminated for cause. There shall be no loss of service seniority; any position seniority earned prior to the promotion shall be restored upon such demotion. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

(b) Probation on promotion does not affect an employee's benefit entitlements. Service seniority is also not affected, just position seniority.

26.4 Notification to Employee and Union

The Employer shall advise all internal interviewees in a competition for a bargaining unit position of the name of the successful candidate within five (5) days of that candidate being selected.

(a) Unsuccessful candidates will be debriefed as to the reasons why they were not successful. The unsuccessful applicant, will receive the reasons in writing if so requested within five (5) days of the debriefing. The Employer shall provide these reasons within five (5) days of this request. These time lines may be extended by mutual agreement. No appeal or grievance may be submitted if the employee has not requested the reasons he/she was unsuccessful. The Union shall be notified of all appointments, layoffs, transfers, recalls and terminations of employment.

(b) Any person who was placed on an eligibility list will receive verbal feedback, upon request. The Employer shall provide feedback within five (5) days of the request.

26.5 Salary on Promotion

Where an employee is promoted to a position with a higher starting salary, the employee shall be placed at the first step of the new position which would result in a salary increase of at least four percent (4%).

26.6 Right to Grieve

(a) An employee may grieve the decision of the Employer at Step 3 of the grievance procedure as per Article 9, within five (5) working days of receiving the reasons he/she was unsuccessful, as per Article 25.2 and Article 26.4. If the grievance is upheld by the Employer or an arbitrator, the only remedy is that the competition will be reposted.

(b) Where a grievance has been filed under this Article, no permanent transfers or placements related to the position in question shall be made until the grievance is resolved.

(c) Time limits under this clause may be extended in writing by mutual agreement.

26.7 Acting Prior to Promotion

When an employee is confirmed in a position which constitutes a promotion, and that employee was acting in that position immediately prior to confirmation for a period over ten (10) days, the following shall apply:

(a) the time spent in the acting position shall be credited for purposes of position seniority date and placement on the salary grid;

(b) any time over two (2) months spent in the acting position shall be credited towards the six (6) month probationary period.

(c) where an employee returns to an acting position within twelve (12) months, the employee shall be credited with the previous time spent in that position for the purposes of determining placement on the pay grid.

ARTICLE 27 - PROBATION

27.1 Probationary Period

(a) The probation period shall be six (6) months for continuous full-time employees. Continuous part time employees shall have a pro-rated probationary period equivalent to six (6) months full-time work. The Employer may reject any probationary employee for just cause. Any rejection during probation shall not be considered a dismissal for the purpose of Article 11 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed. If a promoted continuous employee is rejected on probation, Article 26.3 shall apply.

(b) At the end of (3) three month's continuous employment, a probationary employee shall be given an interim evaluation as per Article 28.3 which will provide written feedback from the employee's supervisor about the employee's work performance, attitude and work relationships.

(c) At the end of the six (6) month probationary period, the employee shall be given verbal and/or written notice that he/she has:

- satisfactorily passed the probationary period and is now confirmed in the position as either a continuous employee, or, if a temporary employee for the balance of the temporary term, or
- had his/her employment terminated.

If the employee has not been given or sent such notice within ten (10) working days after the expiry of the probationary period, that employee shall be deemed to have successfully completed the probationary period.

(d) An employee who has been rejected on probation shall be sent a cheque within five (5) working days for all outstanding wages, compensatory time, overtime and holiday time. Any keys and/or equipment issued to the terminated employee must be returned.

27.2 Right to Grieve

When an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may grieve the decision pursuant to the grievance procedure outlined in Article 9 of the Agreement commencing at Step 3.

27.3 Benefits

New continuous or temporary employees are not eligible to participate in the Employer's group or pension plan until they have completed three (3) month's continuous service with the Employer. Temporary and continuous employees are eligible for the standard medical insurance benefit as of the first day of employment (see Article 31).

ARTICLE 28 - PERFORMANCE APPRAISAL

28.1 Probationary Employees

All employees who are on probation shall receive a performance appraisal at the conclusion of the third and fifth month of employment. The purpose of these appraisals is to assess the employee's progress in learning and performing his/her duties with a specific focus on the employee's suitability for permanent employment in the position occupied.

28.2 Non-Probationary Employees

Employees who are not on probation shall receive an annual performance appraisal. If an annual performance appraisal is not received within thirty (30) working days of employee's annual appraisal date it shall be deemed completed for that year.

The Employer shall keep a record of the appraisal dates of all employees and each employee shall be made aware of their appraisal date.

To establish the appraisal date, the Employer shall use the anniversary of the last appraisal completed or the anniversary of the employee's position confirmation date, whichever is mutually agreed upon.

The purpose of the appraisal is to provide information to the employee about performance in carrying out job duties, relationships with supervisors and co-workers, and attitude. The appraisal will indicate strengths and will specify any areas which need improvement. Specific performance, behaviour or training objectives for the next evaluation period will be outlined and the extent to which they were met will be assessed in the next performance appraisal. The performance appraisal is not a disciplinary document although it may make reference to disciplinary action taken during the appraisal period. Subsequent disciplinary action may also refer to the performance appraisal when relevant.

28.3 Format

All performance appraisals shall be written in the standard format determined by the Employer in consultation with employees through the Joint Committee. The three (3) month appraisal for probationary employees may be given orally but must be followed up in writing within ten (10) days of the oral appraisal.

28.4 Procedure

The supervisor shall give the employee a draft copy of the appraisal and shall discuss it with the employee. Changes may be made to the draft based on the discussion and that shall constitute the final version of the appraisal. If no changes are deemed necessary by the supervisor, the draft copy shall be the final version. If the employee is absent from work the appraisal shall be held until the employee returns to work except where the purpose of the appraisal is to advise the employee of his/her status at the conclusion of the probationary period. In the latter case the employee shall be sent the appraisal by courier or registered mail to the last known address and the appraisal will be deemed to have been given to the employee as of the date it was sent.

28.5 Right to Review

When an employee receives a performance appraisal he/she will be given an opportunity to take it away overnight and review it and to indicate agreement or disagreement with the appraisal by signing the appropriate line. The signed appraisal must be received by the Employer within two (2) working days except where longer is agreed to by mutual consent of the supervisor and the employee. If the appraisal is not signed and returned within this period a note shall be made on the file copy of the appraisal. That appraisal shall be regarded as valid and shall be used as if it had been signed by the employee, except that the unsigned appraisal may not be grieved by the employee.

28.6 Right to Grieve

A performance appraisal may be grieved but only if the employee signs that he/she disagrees with the appraisal and where work performance is assessed as less than satisfactory.

ARTICLE 29 - PROFESSIONAL CONDUCT/CONFIDENTIALITY**29.1 Professional Behaviour**

All employees of Themis are required to behave and present themselves in a professional manner. This includes, but is not restricted to, dress, language and courtesy appropriate to an office conducting public business.

29.2 Conflict of Interest

Employees must advise their supervisor in writing using the standard form as soon as they are aware that their job responsibilities might involve them with a case to which they are, or were, a party or where either the creditor or debtor is personally known (this does not include one time meetings) to that employee. Failure to disclose a potential conflict of interest may be disciplinable. The supervisor shall discuss the situation with the employee and if the supervisor believes that there is a potential conflict of interest, the case will be assigned to another employee. If the supervisor and the employee cannot agree over whether the case should be reassigned, the Regional Manager shall make the final decision.

Once it has been determined that a conflict of interest exists, the employee may not access any information about that case or discuss it with any other co-worker who might be in a position to access information on the case, or influence the conduct of the case. If the employee is a recipient or payor, they shall communicate with the Program about their case in writing or by talking to a manager. Employees who violate these requirements may be disciplined and may be dismissed.

29.3 Personal Use of Employer's Resources

Any employee who uses resources of the Employer or access provided to the Employer by the Provincial Government for non-work related purposes without express permission is guilty of a serious breach of professional conduct, and will be disciplined and may be dismissed.

29.4 Oath of Confidentiality

- (a) Employees are required to swear an undertaking that all information about any aspect of any case will not be revealed to anyone not authorized in the Communications Policy to receive that information.
- (b) Any employee who violates his/her undertaking of confidentiality either intentionally or through gross irresponsibility may be subject to immediate dismissal.

29.5 Inappropriate Use of Information

Any employee who obtains information by unauthorized means or uses information about a creditor or debtor for any purpose other than the regular performance of his/her assigned responsibilities shall be immediately dismissed without further notice.

29.6 Due Care

All employees of the Company shall exercise all reasonable care to ensure files and other documents or information within their control are secure.

ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES**30.1 Equal Pay**

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

30.2 Paydays

Employees shall be paid on the fifteenth (15th) and last day of each month. When a payday falls on a Saturday, Sunday or statutory holiday, the Employer agrees to deposit the employee's paycheque in the employee's bank account by 3:30 p.m. on the last scheduled shift prior to the payday.

30.3 Rates of Pay

Employees shall be paid in accordance with rates of pay set out in Appendix I by direct deposit.

30.4 Payroll Deduction

An employee shall have payroll deductions made, upon request, for the purchase of Canada Savings Bonds. Other voluntary deductions may be arranged by mutual agreement.

30.5 Substitution Pay

When an employee is formally appointed to substitute in, or perform most of the principal duties of a higher paying position for more than five (5) continuous days he/she shall receive the rate for the higher paying position (as per Article 26.5), effective the first day. Employees who go onto short term disability leave, special leave or any other paid leave of absence (except as per Article 18.5) from an acting position will be paid at the basic rate of pay they received prior to substituting in the higher position.

30.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

30.7 Salary Protection

Where an employee's salary is frozen because it has been protected as per Articles 13.5 and 24.1, the employee shall not receive negotiated salary increases until the salary of her new classification equals or exceeds the salary which the employee is receiving.

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

30.8 Vehicle Allowance

(a) Vehicle allowance for all distances required by the Employer to be travelled on the Employer's business in the employee's personal vehicle shall be paid as follows:

(1) forty-two cents (42¢) per kilometre.

(2) Mileage shall be measured from the office to the place the employee is conducting business; where travel is directly from home without first going to the office and such has been authorized by the Employer, door to door mileage is claimable but must be noted as such on the travel claim form.

(b) Ownership of a personal vehicle shall not be a condition of employment.

(c) When an employee is required to perform duties requiring vehicle transportation and the employee chooses not to use his/her own car, the transportation will be provided by the Employer at the Employer's expense.

30.9 Meal Allowance

(a) Meal allowances shall be paid when the employee is required to be more than forty (40) kilometres away from his or her assigned place of work at the rates noted in the chart below and under the following circumstances:

- (1) *Breakfast* - When the employee left home before 7:00 a.m. or is away from home on travel status overnight;
- (2) *Lunch* - When the employee is outside of the forty (40) kilometre mileage range between the hours of 12:00 p.m. and 1:30 p.m., or where the employee is participating in a committee meeting or FMEP training event where a majority of other participating employees are on travel status;
- (3) *Dinner* - When the employee is away from home on travel status overnight, or arrives home after 6:30 p.m.

Meal	Effective April 1, 2006
Breakfast	\$ 10.00
Lunch	\$12.00
Dinner	\$20.00

(b) Meal allowances may not be claimed for any meal which was provided at the Employer's expense or is included in the price of a ticket, or accommodation/conference package.

30.10 Accommodation and Other Expenses

(a) Accommodation will be provided at actual cost at hotels approved by the Employer and where possible, booked in advance by the Employer. Private accommodation will, where substituted for authorized overnight accommodation in a hotel, be reimbursed by a gratuity payment of fifty dollars (\$50) per night. Every employee shall have the right to a single room except where the travel is to participate in an overall Office, Program or Position Conference.

(b) Other legitimate travel costs shall be paid for at cost where noted on the expense form and authorized as allowed by the Employer.

30.11 Personal Charge Accounts

No employee shall be required to have or use any personal charge account for the purpose of carrying out the Employer's business.

30.12 Travel Advance

An employee required to travel more than forty (40) kilometres from the worksite on the Employer's business may request and shall be entitled to receive a travel advance sufficient to cover the estimated amount of claimable expenses. An employee who receives a travel advance shall submit a travel claim within five (5) working days after the completion of the travel, noting all travel expenses and, if any balance is owing to the Employer, shall attach a cheque or cash.

30.13 Expense Form

Expenses, claims and accounting of all travel accompanied by appropriate receipts shall be completed by employees on a form provided by the Employer for this purpose within five (5) days of completing the

travel. Travel expenses shall be reimbursed by the Employer no later than thirty (30) days from date the claim form is submitted by the employee.

30.14 Travel Accounts

Wherever reasonable and practicable, the Employer will arrange for business accounts to be opened with appropriate transportation companies, hotels and other agencies, to reduce the necessity of staff carrying with them large quantities of cash while travelling on Employer business.

30.15 Transportation for Employees

The Employer agrees to pay the cost of taxi transportation of any employee required to travel to home from work between the hours of 8:30 p.m. and 7:00 a.m. Any employee who lives more than ten (10) km from the worksite and who does not have his/her own transportation is responsible for notifying the supervisor of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

30.16 Training Expenses

Where the Employer requires an employee to take a training program, the cost of training and normal meal, accommodation and travel expenses, if the employee is on approved travel status, shall be at the Employer's expense as per this Article.

30.17 Relocation Expenses

- (a) Employees who have to move from one geographic location to another after winning a competition or who take a lateral transfer shall be entitled to five hundred dollars (\$500) transfer expense providing such relocation requires a change of residence.
- (b) If an employee is required by the Employer to move from an office in one geographical area to one in another geographical area which is at least forty (40) kilometres apart, and such relocation requires a change of residence, the Employer shall pay the following relocation benefits:
 - (1) *Moving* - The costs of moving the personal household effects of the employee and his or her immediate family who normally reside with the employee up to a maximum of three thousand dollars (\$3,000); this shall not cover any structures, vehicles, non household machinery or equipment, boats, etc. The employee shall use movers approved by the Employer. The cost of packing and unpacking will be included. Employees who wish to undertake their own moving may negotiate an amount to be paid in lieu. Additional insurance coverage beyond the liability of the movers is the responsibility of the employee.
 - (2) *Real Estate and Legal Fees* - Any commission actually paid by a relocated employee who sells his or her primary residence which was occupied by the employee at the time the relocation offer was made, may be reimbursed up to a maximum level of four thousand dollars (\$4,000). Legal fees connected with the selling of the house and the conveyancing of a new house (but not mortgage fees) will be reimbursed at cost. Property transfer taxes or GST may not be claimed.
 - (3) *Relocation Allowance* - The employee may claim up to ten (10) days travel allowances meals, accommodation, as per this article, if temporary accommodation in a hotel is required prior to moving to the new residence, at the commencement of employment in the new location.
- *House-hunting Trip* - Employees who are eligible for relocation expenses under Article 30.17(b) will be granted up to three (3) work days prior to their move for the purpose of finding accommodation in their new location. Full travel allowances will be paid for both the employee and his/her spouse for up to three (3) days for any house-hunting trip.

- *Relocation Leave* - Employees required to relocate will be given three (3) days paid leave at the time of the move only.
- (c) Article 30.17(b) does not apply if the relocation is due to the employee applying for a vacant position in another office or because the employee's position in one office was terminated and the employee opted to take a vacant position in another office.
- (d) The Employer may, at its discretion, provide financial assistance to an employee not eligible for the allowances specified under Article 30.17(a)(b). The level of assistance to be provided is at the discretion of the Company.
- (e) An employee who receives relocation benefits as per Article 30.17(a)(b)(d) and resigns within two (2) years of the date of the move, shall reimburse the Employer upon receipt of an invoice within twenty-eight (28) days as follows:
- (1) within twelve (12) complete months of the move - one hundred percent (100%) of all the expenses paid out to the employee under Article 30.17(a)(b)(d).
 - (2) after twelve (12) complete months of the move - one hundred percent (100%) of all the expenses paid out to the employee under Article 30.17(b)(d) less one-twelfth (1/12) of those expenses for each full month worked in excess of twelve (12) months since the move.

ARTICLE 31 - HEALTH AND WELFARE BENEFITS

31.1 Benefits Committee

- (a) There shall be a Benefits Committee consisting of three (3) members appointed by the Union from Themis employees and three (3) members appointed by the Employer from management. The Committee shall meet at least once per year, at the Employer's expense, (except that no overtime or compensatory time off shall be paid where meeting hours and/or travel extend the normal work day), or more frequently by mutual agreement. Resource people may be assigned to the Committee by either Party.
- (b) The mandate of the Committee is as follows:
- (1) to ensure the scope, features and cost of the benefits package are the best they can be given with the resources available;
 - (2) to review the performance of the existing carrier and all aspects of plan administration;
 - (3) to change the benefit details of the plan if the Committee believes it is in the best interest of plan participants and the company;
 - (4) to ensure that the carrier provides adequate information on performance and plan details;
 - (5) to deal with other benefit related issues as they arise.
- (c) Decisions will be made on the basis of mutual agreement.

31.2 Commencement of Benefits

Continuous and temporary employees become eligible for all benefits after they have completed three (3) months continuous service with the Company (except standard medical which is covered from the first day of employment). Part-time employees shall be eligible for all benefits on the same basis as full-time employees providing they work a minimum of eighteen and three-quarter ($18\frac{3}{4}$) hours per week, except where the employee is part of a job share when it shall be a minimum of thirty seven and one-half (37.5) hours every two (2) weeks.

31.3 Group Plan

The Employer will maintain a group benefit contract for its employees which includes at least the following components:

- Life Insurance
- Accidental Death and Disability Insurance
- Extended Health
- Short Term Disability
- Long Term Disability
- Dental
- Employee Assistance Plan

The minimum level of coverage shall be in accordance with the contract between the Employer and the current carrier, a copy of which is filed with the Union. The Employer is not the insurer but has the obligation to pay the premiums as noted in Article 31.4 and to insist that the insurer meet the obligations of the insurance contract.

31.4 Benefits Review

The Employer shall review the health and welfare benefits covered by the insurer's contract prior to July 1 of each year.

31.5 Cost of Premiums

The Employer and the employee shall split the overall cost of the premiums for the benefits noted in Articles 31.3 and 31.6 on an equal basis [except for the Employee Assistance Plan which is paid one hundred percent (100%) by the Employer] if the employee has less than four (4) years continuous full time service. The ratio will change to sixty percent (60%)-Employer, forty percent (40%) employee for those employees with more than four (4) years continuous full-time service (or equivalent for part-time employees, i.e., eight (8) years half-time service). The premium cost for all benefits which may be added in the future shall be split on the same basis as described in this paragraph except if otherwise agreed.

31.6 Basic Medical Insurance

All continuous and temporary employees must be covered by Province of British Columbia basic medical insurance plan. This coverage must be through the Employer unless the employee provides proof he/she is already covered and does not wish to be covered under the Employer's group. The cost of premiums for those participating is set by the province and shall be shared by the Employer and employee as per Article 31.5 above.

31.7 Group Plan Coverage

All continuous and temporary employees must, after three (3) months continuous service, participate in all the benefits noted in Article 31.3. This shall not include Dental and Extended Health where the employee provides proof of similar coverage under another plan. An employee who is covered by another plan and elects to participate in the Extended Health and Dental components of the Company's plan shall not be permitted to later withdraw from these components of the plan.

31.8 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time. This does not apply if it is the benefits insurer which is requiring the examination.

31.9 Legislative Changes

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

31.10 Health and Welfare Plan

A copy of the benefit contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union. A descriptive pamphlet will be given to every employee upon request.

31.11 Coverage on Leave of Absence Without Pay

Benefits as per Articles 31.3 and 31.6 will be maintained upon request for employees absent on leave without pay in excess of thirty (30) work days in any calendar year providing the employee pays to the Employer one hundred percent (100%) of the monthly premium within thirty (30) days of billing by the Employer. The limits of the Insurer regarding the maximum time period for coverage shall apply.

31.12 Coverage Sick Leave

The Employer shall continue to pay its portion of the eligible benefits described in Articles 31.3 and 31.6, to a maximum of six (6) continuous months, for employees on approved short term disability and WCB (except where the premiums are paid by the Insurer) and sick leave providing the employee pays his/her share of the benefits within thirty (30) days of billing by the Employer. The limits of the Insurer regarding the maximum time period for coverage shall apply.

31.13 Benefit Allowance

The Employer will contribute a monthly allowance of sixty dollars (\$60) (this is taxable) to every full-time, continuous employee.

This amount shall increase to sixty-five dollars (\$65) on April 1, 2008

Part-time, continuous employees shall receive this allowance on a prorated basis.

31.14 Retention Accounting

- (a) On January 1, 1999, that portion of the Health and Welfare benefits covered by Great West Life Assurance Company (GWL) became subject to retention accounting. As part of the retention account, a Benefits Stabilization Fund was established from premiums paid by the Employer and employees.
- (b) The Benefits Stabilization Fund shall be maintained at an adequate level to minimize the impact of significant yearly fluctuations in the premium rates.
- (c) At the end of each benefit year (currently October 31) any surplus in the retention account is repaid to Themis by GWL. The surplus is split between Themis and the contributing employees in a proportion equal to the contributions paid by both parties. The employees' portion is divided amongst the employees as per the instructions of the Bargaining Principles.

(d) In the event of wind up or transfer of the Benefits plan, the Benefits Stabilization Fund shall either be transferred to a new carrier and used for the same purpose, or shall be liquidated and paid out as per (c) above.

ARTICLE 32 - PENSION PLAN

32.1 Participation

All employees are required to participate in the Employer's pension plan once they have completed three (3) month's continuous service.

Once a new employee has completed three (3) months service, he/she starts to contribute into the plan at the rate of five percent (5%) of annual salary. This Employer contributes 6%. Overtime and payouts of cash in lieu of other benefits are not included for the purposes of pension contributions. The employee may make additional voluntary contributions but these shall not be matched by the Employer.

32.2 Statement of Account

Every employee will receive a detailed statement of account of his/her pension funds every six (6) months.

32.3 Vesting Formula

Employees who leave the Employer shall receive fully vested payout or transfer of all pension contributions and the interest earned by those contributions.

32.4 Mandatory Retirement

Unless determined otherwise in law, or by agreement of the Employer, retirement as an employee of Themis is mandatory by the end of the month upon the employee reaching his/her 65th birthday.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Parking

The Employer agrees to pay parking costs on behalf of employees required to have their vehicle at work for use in the performance of their duties.

33.2 Political Activity

(a) Municipal and School Board Offices

Employees may seek election to municipal and school board offices provided that the duties of the municipal and school board office do not impinge on normal working hours as an employee of Themis Program Management & Consulting Limited and providing that the exercise of those duties do not constitute what might reasonably be interpreted as a conflict of interest between the duties of the public office and the business of the Employer.

(b) Employees who are seeking public office or who are engaged in any form of political activity are bound by their oath of confidentiality and may not make public statements about the Employer or the Family Maintenance Enforcement Program which might reasonably be interpreted as jeopardizing the contractual relationship between Themis and the Provincial Government.

33.3 Copies of Agreement

The Union and the Employer desire all employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer and the Union shall share the cost of printing this Agreement on an equal basis. Each employee has a right to a copy of the Collective Agreement upon employment.

33.4 Personal Duties

The Employer and the Union agree that an employee will neither be required nor permitted to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required or permitted to perform duties of a personal non-work related nature for supervisory personnel.

33.5 Employee Workload

- (a) The Employer will do its best to ensure that the ongoing workload is manageable and equitably distributed. Employees who believe their workload is not manageable are encouraged to identify the problem(s) they are having so that their supervisor can work with them to find reasonable and practical solutions.
- (b) The short term assignment of some of the duties normally performed by another employee in another position group for the purposes of providing coverage for those employees who are absent on flex time or various forms of leave, is a normal part of every employee's work responsibilities and is not grievable. This is not intended, however, to release the Employer from the obligation to pay substitution pay as per Article 30.5.
- (c) It is not the Employer's intention to use this Article to avoid regularizing position vacancies as soon as possible and practicable, but to deal with staffing or workload problems which are short term or of an urgent nature. The Employer will consult with the affected employees to arrive at the best possible solution to the problem.

ARTICLE 34 - CONTRACTING OUT

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

ARTICLE 35 - WORK EXPERIENCE PROGRAMS

35.1 Work Experience Programs

The Employer may provide placements for those on work experience or co-op programs where the specific objective is to provide an opportunity for the participant to learn or upgrade his/her work skills for academic or job preparation purposes. Such placement is subject to the following conditions:

- (a) The placement shall not result in the layoff of an existing employee or allow the Employer to keep an existing position vacant;
- (b) The placement cannot exceed six (6) months;
- (c) The person in the placement shall become a member of the bargaining unit if employment is for more than thirty (30) continuous days. The status of the participant shall be that of a "*casual employee*" for the entire duration of the placement.
- (d) The Union shall be advised of the details of any such work experience placement within ten (10) days of its commencement.

- (e) The participant shall be paid at the rate set or recommended by the agency sponsoring or paying for that individual but the Employer has the right to top up the salary where appropriate and possible.

ARTICLE 36 - CAREER DEVELOPMENT

36.1 Purpose

Both Parties recognize that an improved service to the public will result if employees acquire knowledge and skills relating to their job functions.

36.2 Scope and Procedures

- (a) The Employer will provide orientation and job-specific training, where the knowledge and skills are solely applicable to the FMEP, at the time they commence their employment. The purpose of this training is to provide employees with a basic understanding of their responsibilities, the procedures they are required to follow and the equipment they are required to use.
- (b) Upon the completion of the probationary period, and in every performance appraisal prepared thereafter, the employee and his/her supervisor shall specifically identify training and development activities for the employee which will either assist in improving current work performance or which might prepare the employee for additional responsibilities or promotion.
- (c) The Employer will attempt to assist employees to enhance their skills through providing time off and/or financial assistance for relevant courses and training programs, creating special assignments, and utilizing temporary secondment or acting appointments into higher level positions. The Employer will attempt to fill vacant positions through internal promotion wherever appropriate.
- (d) Employees wishing time or financial assistance to participate in self-initiated training or development activity must apply in writing to their supervisor prior to the event. The Employer will decide what portion, if any, of the cost or time of the activity it will reimburse depending on the potential contribution of the proposed activity to the employee's current or future job performance.
- (e) The Employer will canvass bargaining unit employees for interest in attending FMEP Conferences, meetings, special assignments and the like.

The Employer will decide who attends or participates.

ARTICLE 37 - JOB EVALUATION

37.1 Consultation

The Employer will consult with the Union through the Joint Committee on any job evaluation scheme which is implemented for the purpose of reviewing the relative salaries of existing positions.

37.2 Implementation Procedure

If the Employer decides to implement any salary changes based on such job evaluation, the Employer will provide at least thirty (30) days notice of the proposed changes to the Union, and the bargaining principals shall meet within fifteen (15) days to negotiate the details of any such changes. If the Parties cannot agree if and how such changes shall be implemented, and the Employer still wishes to proceed with the issue, the matter shall go to binding arbitration.

37.3 Documents for Committee

The Committee shall be supplied with all the documentation, existing classifications and job descriptions as well as any other information relating to job evaluation, either existing or proposed.

37.4 Rates of Pay

When establishing a new type of position, the rate of pay shall be subject to negotiation between the Employer and Union. The new rate of pay shall be set in relation to other positions and shall be retroactive to the time the new position was established.

37.5 Job Evaluation Consultants

Nothing in this Agreement shall be interpreted as barring either Party to this Agreement from engaging consultants and/or advisors as representatives of either Party.

37.6 Classification Review

- (a) If an employee believes that his/her job duties have been materially changed by the Employer from those in the job description, so that the employee is spending a substantial part of his/her work day in performing duties normally performed by a higher classification, the employee may, within thirty (30) days of receiving the direct instruction, request that the matter be reviewed by the Employer.
- (b) If as a result of the investigation the Employer agrees that the employee's duties have changed as per (a) above but that they were undertaken without the direct instructions (verbal or written) of the Employer, the employee shall be directed to adhere to duties compatible with the employee's job description.
- (c) If the Employer determines that the employee's job duties have changed as per (a) above and that such job duties were taken on at the direct instruction of the Employer, then the Employer shall attempt to resolve the issue.
- (d) If the employee is not satisfied with the Employer's decision the employee may file a grievance.
- (e) Any arbitration decision under this Article must address the criteria as per Article 37.6(a).
- (f) The job descriptions for all positions define the substance and intent of each employee's work duties. A copy of each job description, and any changes thereto shall be sent to the Union.

37.7 Salary Protection

If an employee's position is reclassified, his/her salary shall be according to the new rate of pay at the appropriate position seniority step. If this would result in a reduction of salary for any employee, that employee's salary shall remain at his/her current level until such time as the new salary in the appropriate position seniority step at least equals his/her current salary.

37.8 Employee Request for a Job Description

Upon request from an employee, the Employer shall, within a reasonable time, supply the employee with a current job description. The Parties recognize the value of consultation between the Employer and the employee affected in describing and changing job duties.

37.9 Labour Market Review

Where the Employer has concluded that it is experiencing significant problems in recruiting and/or retaining staff to a specific position, the Employer shall advise the Union that it intends to do a Labour Market Review and shall outline the process it is intending to use. The Employer shall consult with the Union and obtain input and advice.

When the Review is completed the Employer shall advise the Union of its findings and shall table any proposed change to the salary grid for the component in question for the Union's approval. If discussions

are necessary they shall be conducted between the parties. If the parties cannot agree on the amount of the proposed change to the salary grid for the specific position in question, then no change shall be implemented.

This clause is not intended to serve as a mechanism for general wage review. It is restricted to those positions where the Employer believes that because of the salary level it is difficult to recruit or retain staff.

ARTICLE 38 - TEMPORARY AND CASUAL EMPLOYEES

38.1 Definition

A temporary employee is one who is employed on a defined term basis for the reasons noted below and is so informed at the time of hiring; for

- replacement of employees on vacation, sick, or other unpaid or paid leave;
- a position created to carry out special projects or work which is not continuous;
- short term vacancy or workload relief.

The offer of employment shall note the last date of the temporary term but this date may be extended if the conditions which lead to the need for the temporary employee still exist.

A casual employee is one who is hired for short-term specific tasks of less than sixty (60) continuous working days duration. If the task is extended beyond that period, the employee shall be considered a temporary employee as of the 60th day and is entitled to the benefits as per Article 38.3 as of that date.

A casual employee does not accrue service or position seniority. Seniority, as per Article 38.5, begins to accrue only on the casual employee's 60th continuous working day.

38.2 Remuneration

Where a temporary or casual employee is hired to perform a job which is classified under Appendix I, that employee shall be paid according to the salary grid outlined in Appendix I.

38.3 Benefits

(a) A temporary employee is entitled to all benefits on the same basis as continuous employees except where those benefits are identified as specific to the continuous or temporary employee in this Agreement.

(b) A casual employee is not eligible for any benefits including leave, flex or compressed time, non statutorily required maternity leave benefits, layoff or severance pay benefits. The casual employee shall receive ten percent (10%) of his/her salary in lieu of benefits and vacation.

38.4 Probation

Article 27 applies for all temporary employees where the term is greater than six (6) months.

38.5 Seniority

(a) A temporary employee accrues no service seniority and accrues position seniority for the purposes of placement on the salary grid only. If a temporary employee becomes a continuous employee during the temporary term within six (6) months of the termination of temporary employment, the time spent as a temporary employee will be credited and (if applicable) position seniority upon successfully completing the probationary period as a continuous employee. However,

the seniority earned during the period of temporary employment may not be credited for the purpose of exercising bumping rights as per Article 13.2(d)(1)(i) or (d)(1)(ii).

(b) If a temporary employee remains in service with the Employer for a period greater than two hundred and fifty (250) days of work within a fifteen (15) month period, that individual shall be considered a continuous employee and shall have his/her salary and entitlements dated from the first day of employment with the Employer. However, the seniority earned during the period of temporary employment may not be credited for the purpose of exercising bumping rights as per Article 13.2(d)(1)(i) or (d)(1)(ii).

If the purpose of the temporary appointment was for replacement of an employee absent on Maternity Leave as per Article 21, the temporary employee has to have been with the Employer for three hundred (300) days of work within a fifteen (15) month period before they are considered a continuous employee.

38.6 Performance Review

Article 28 applies to all temporary employee positions, where the term is greater than three (3) months. For in-service or external temporary or casual employee positions greater than two (2) weeks and less than three (3) months, the Employer will provide the employee with feedback on performance with a view to identifying areas of strength and those which, if improved, would assist the employee in gaining continuous employment in the position.

38.7 Termination

If a temporary employee is absent on unpaid leave for a period greater than ten (10) working days during the term, the Employer may end the appointment without notice.

If the circumstances which gave rise to the creation of a temporary position should change, the Employer may end the employment of a temporary employee on ten (10) days notice. No lay-off or severance benefits pursuant to this agreement are payable, except as may be required by law.

ARTICLE 39 - ACTING EMPLOYEES

39.1 Definition

An acting employee is a continuous employee who is temporarily placed in a higher paid position.

39.2 Remuneration

An acting employee shall go to the first step on the pay grid for the position being acted in which will result in a salary increase of at least four percent (4%) over the employee's current salary.

39.3 Benefits and Entitlements

All benefits and entitlements shall continue to accrue at the specified rates.

39.4 Probation

Article 27 applies for all acting employees where the acting term is greater than two (2) months.

39.5 Seniority

An acting employee continues to earn Service Seniority throughout the acting term. Position seniority for the acting position shall only accrue if the employee subsequently becomes a continuous employee in the

new position. If an acting employee returns to the former position, the time spent in the acting position shall count towards position seniority in the employee's regular position.

39.6 Right to Position

(a) If an acting employee acts in the same position for a total of two hundred and fifty (250) days of work in a twelve (12) month period, that employee shall then be entitled to the first same vacant continuous position that becomes available in the employee's work unit. This placement takes precedence over any existing eligibility list for that position, with the exception of a lateral transfer. The determining factor for placement in this position shall be service seniority. This right shall only exist for a period of twelve (12) months from the date the employee ceased to act in the position.

(b) The two hundred and fifty (250) days of work as per (a) shall not include any form of leave other than vacation leave, paid or unpaid, greater than twenty (20) work days during the twelve (12) month period.

ARTICLE 40 - TERM OF AGREEMENT

40.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, 2010. No strike or lockout shall take place during this term.

40.2 Notice to Bargain

(a) Either Party may, by giving written notice to the other Party, on or after January 1, 2010 but in any event, not later than midnight January 31, 2010 require the other Party to commence collective bargaining on a renewal or revision of this Collective Agreement or a new Collective Agreement.

(b) Where no notice is given by either Party prior to February 28, 2010, both Parties shall be deemed to have been given notice under this Article on January 31, 2010 and thereupon 40.3 of this Article applies.

(c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Managing Directors.

40.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under 40.2 of this Article, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

40.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement by the bargaining principals.

40.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement for the term specified in Article 40.1 and shall continue in effect thereafter until strike or lockout notice is served or the Agreement is renewed, revised or replaced.

40.6 Effective Date of Agreement

The provisions of the Agreement shall come into full force and effect on the date of ratification, and shall not be retroactive except where specifically provided for as per Article 12 and Appendix I.

40.7 Essential Services

The Parties recognize that in the event of a labour dispute the Employer may submit a written request to the Union to negotiate the continuation of services the Employer believes are essential. Upon receiving this request negotiators shall meet immediately.

**Signed on Behalf of the BC Government
and Service Employees' Union:**

**Signed on Behalf of Themis Program
Management & Consulting Ltd:**

George Heyman, President

Brian A. Pollick, Managing Director

Steve Kitcher, Bargaining Member

Amrit Manak, Employer Representative

Linda Mikkelsen, Bargaining Member

Patrice Riswold, Employer Representative

Hilary Parsons, Bargaining Member

**Signed on Behalf of Community Social
Services Employers Association:**

Janet Seccia, Staff Representative

Clair Kuntz

Dated this _____ day of _____, 2006.

APPENDIX I
SALARY GRID

Position	Step	April 1 2006 (2%)	April 1 2007 (2%)	April 1 2008 (2%)	April 1 2009 (2%)
Enforcement Officer	<i>Step 1 (0-6 mos)</i>	38,987	39,767	40,563	41,374
	<i>Step 2 (7-12 mos)</i>	40,546	41,357	42,184	43,028
	<i>Step 3 (13-24 mos)</i>	42,572	43,423	44,292	45,177
	<i>Step 4 (25-36 mos)</i>	44,276	45,162	46,065	46,986
	<i>New Step 5 (37+ mos)</i>	45,162	46,065	46,986	47,926
Enrollment Officer	<i>Step 1 (0-6 mos)</i>	32,379	33,026	33,687	34,361
	<i>Step 2 (7-12 mos)</i>	33,649	34,322	35,008	35,708
	<i>Step 3 (13-24 mos)</i>	35,297	36,003	36,723	37,458
	<i>Step 4 (25-36 mos)</i>	36,682	37,416	38,164	38,928
	<i>New Step 5 (37+ mos)</i>	37,416	38,164	38,928	39,706
Enforcement Assistant	<i>Step 1 (0-6 mos)</i>	29,070	29,651	30,244	30,849
	<i>Step 2 (7-12 mos)</i>	30,187	30,791	31,406	32,035
	<i>Step 3 (13-24 mos)</i>	31,641	32,274	32,920	33,578
	<i>Step 4 (25-36 mos)</i>	32,864	33,522	34,192	34,876
	<i>New Step 5 (37+ mos)</i>	33,522	34,192	34,876	35,573
Payment Processing Clerk	<i>Step 1 (0-6 mos)</i>	29,488	30,078	30,680	31,293
	<i>Step 2 (7-12 mos)</i>	30,620	31,233	31,857	32,495
	<i>Step 3 (13-24 mos)</i>	32,095	32,737	33,392	34,060
	<i>Step 4 (25-36 mos)</i>	33,337	34,003	34,683	35,377
	<i>New Step 5 (37+ mos)</i>	34,003	34,683	35,377	36,085
Enquiry Representative	<i>Step 1 (0-6 mos)</i>	28,782	29,358	29,945	30,544
	<i>Step 2 (7-12 mos)</i>	30,336	30,943	31,561	32,193
	<i>Step 3 (13-24 mos)</i>	32,268	32,913	33,571	34,243
	<i>Step 4 (25-36 mos)</i>	34,004	34,684	35,377	36,085
	<i>New Step 5 (37+ mos)</i>	34,684	35,377	36,085	36,807
Office Assistant	<i>Step 1 (0-6 mos)</i>	27,003	27,544	28,094	28,656
	<i>Step 2 (7-12 mos)</i>	28,084	28,645	29,218	29,803
	<i>Step 3 (13-24 mos)</i>	29,487	30,077	30,678	31,292
	<i>Step 4 (25-36 mos)</i>	30,667	31,281	31,906	32,544
	-	<i>New Step 5 (37+ mos)</i>	31,281	31,906	32,544
Legal Secretary	<i>25-36 mos</i>	29,974	30,573	31,185	31,808
	<i>37-48 mos</i>	32,898	33,556	34,227	34,912
	<i>49-60 mos</i>	34,542	35,233	35,938	36,657
	<i>61-72 mos</i>	36,270	36,996	37,735	38,490
	<i>73-84 mos</i>	38,083	38,844	39,621	40,414
	<i>85-96 mos</i>	39,988	40,788	41,604	42,436
	<i>97-108 mos</i>	41,986	42,826	43,683	44,556
	<i>109-120 mos</i>	42,826	43,683	44,556	45,447

Note: The lowest possible starting level for a Legal Secretary is the 25-36 month band. If the Secretary has less than 36 months at the time of entry, their next increment will be when they have completed enough time with the Employer to equal thirty-six (36) months experience.

The basic qualifications for a Legal Secretary are direct training and certification as a Legal Secretary, if no experience as a titled Legal Secretary with a law firm for at least two (2) years. Experience will only be credited for the purpose of placement on this grid, where the person has been employed as a full-time, titled Legal Secretary in a law firm and has significant experience with family documents and process, this does not include general office duties. The number of years experience is awarded at the time the job offer is made and is not reviewable or grievable once the job is accepted.

Salary adjustments occur on the date the Legal Secretary reaches a complete year of experience, using both prior time credited and time with Themis as a Legal Secretary.

APPENDIX II
GEOGRAPHIC LOCATION

OFFICE	LOCATION
Victoria Client Offices	Victoria
Payment Services	Victoria
Northern and Interior Client Office	Kamloops
Lower Mainland Client Office	Burnaby

MEMORANDUM OF AGREEMENT # 1**Indemnity**

The parties agree that the employees who have not been guilty of gross negligence and who have carried out their duties in good faith, should not be subject to any personal liability or expense to defend themselves in a Court or Administrative body of competent jurisdiction.

The parties agree to meet within ninety (90) days of ratification to draft mutually acceptable language which achieves this objective. The Ministry of Attorney General will have to approve the language the parties agree to.

MEMORANDUM OF AGREEMENT # 2**Job Sharing**

The parties agree job sharing arrangements will be entered into on a case by case basis where the terms and conditions are mutually acceptable to the Employer and the individuals wishing to job share. The parties understand that the two (2) individuals will fill a single position, and that they are not considered to be filling two (2) part-time positions. The position shared is that of the employee with the greater service seniority. The parties acknowledge that the details of a job sharing arrangement may require modification, and they are committed to a flexible approach to job sharing arrangements, as long as this does not compromise the ability of Themis to meet its operational requirements.

- 1) Instituting a job sharing unit must be on a voluntary basis by the present incumbent. It is understood that job sharing units will not necessarily be posted.
- 2) The two (2) employees with the same job classification working in the same work unit (office) will initiate a job sharing arrangement by presenting such a proposal to the Employer. The proposal shall be in a format set out by the Employer.
- 3) The initial six (6) months of a job sharing arrangement will be deemed to be a trial period. If the job sharing arrangement is unworkable and/or unacceptable to any of the parties, the arrangement shall be terminated at the end of the six (6) month trial period. Both employees shall return to their previous positions.
- 4) Once the initial six (6) month trial period is completed, the arrangement may be terminated upon thirty (30) day's notice by mutual agreement of the two (2) incumbents or by the Employer.
- 5) (a) The two (2) incumbents in the job sharing arrangement must share wages, benefits and conditions as provided in the Collective Agreement to a combined maximum equal to that which would be received if one (1) employee occupied the position. The Employer will contribute towards the cost of benefits premiums an amount equal to what the Employer would have paid if the position was not shared. The two (2) incumbents will be responsible for paying the balance of the total benefits premiums.

(b) The incumbents shall not be entitled to flex days under Article 15.3 or Memorandum of Agreement #1 (Hours of Work - Pilot Project). The Employer will adjust the salary of the position by the same number of hours to which the position would have been entitled due to flex days, at the rate of pay in effect at the time the flex days were earned.

- (c) Each of the incumbents shall accrue seniority for hours they worked during the term of the job sharing arrangement.
- (d) Each of the incumbents shall be entitled to bereavement leave pursuant to Article 20.1 as though they each occupied a full-time continuous position.
- (e) In the event that either or both incumbents become entitled to severance pay pursuant to Article 14, each of them shall be paid one-half ($\frac{1}{2}$) of the severance pay which they would have received if they were full-time employees.
- 6) The scheduling of the job sharing unit shall be done at the local level and the number of hours must average to half-time on a monthly basis for both employees.
- 7) (a) If the job sharing arrangement is terminated by the two (2) incumbents at a time other than during or at the conclusion of the trial period, the incumbent with the greater service seniority will be given the opportunity to work full-time. This incumbent has one (1) week in which to exercise his/her option under this provision. If he/she accepts the full-time position, the incumbent with the lesser service seniority will be offered a vacant position in the same classification in the same geographical location if any such position is available. If no position is available or the incumbent with the lesser service seniority declines to accept the vacant position, he/she will be deemed to have resigned.

If the incumbent with the greater service seniority declines to accept the full-time position, he/she will be deemed to have resigned. The incumbent with the lesser service seniority will then be offered the full-time position. He/she has one (1) week in which to exercise his/her option under this provision. If he/she declines to accept the full-time position, he/she will be deemed to have resigned.

(b) If the job sharing arrangement is terminated by the Employer at a time other than during or at the conclusion of the trial period, the incumbent with the greater service seniority will be given the opportunity to work full-time. This incumbent has one (1) week in which to exercise his/her option under this provision. If he/she accepts the full-time position, the incumbent with the lesser service seniority will be offered a vacant position in the same classification in the same geographic location, if any such position is available. If no position is available the incumbent will be subject to Article 13 of the Collective Agreement (Layoff and Recall). If the incumbent with the lesser service seniority declines to accept the vacant position, he/she will be deemed to have resigned.

If the incumbent with the greater service seniority declines to accept the full-time position, he/she will be deemed to have resigned. The incumbent with the lesser service seniority will then be offered the full-time position. He/she has one (1) week in which to exercise his/her option under this provision. If he/she declines to accept the full-time position, he/she will be deemed to have resigned.

Notwithstanding Article 13, all employees participating in a job sharing arrangement regardless of the years of service seniority, are entitled to thirty (30) days notice of layoff where a layoff notice is issued pursuant to 7(b).

(c) In the event that either incumbent in a job sharing arrangement is unable to perform the job for an extended period of time, as a result of a MAP or other leave, the remaining incumbent's hours will be increased to full-time unless another employee can fulfill the absence until such time as a return to work occurs. It is understood that an increase in hours to one partner shall not

be permanent unless agreed to by both partners. The Supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

(d) In the event that the position held by the two (2) incumbents in a job sharing arrangement is made redundant, both incumbents will be subject to Article 13 of the Collective Agreement (Layoff and Recall).

MEMORANDUM OF AGREEMENT #3

Job Evaluation Process

Under the current language in the collective agreement (Article 37.1), there is no mechanism which lets employees request a job evaluation except where job duties have changed so that "*... the employee is spending a substantial part of his/her work day in performing duties normally performed by a higher classification.*" (Article 37.6). This Memorandum now permits employees to request a job evaluation and describes the process by which all job evaluations shall be conducted and implemented.

Background:

The work of some classifications has probably changed in such a way that the degree of knowledge, and skill required to do them competently, coupled with the demand to be responsive to clients and exercise increased complexity in decision-making (and therefore accountability), justifies a review of the salary range of the position.

This Agreement outlines the process to determine if a job evaluation should be undertaken and then how it will be done and implemented. This process is only for evaluations that fall outside of the current Article 37.6.

Principles:

1. All components should be able to request a job evaluation when it thinks that the position has materially changed to demand a significantly higher level of knowledge, skill, decision-making and accountability. Increases in volumes of work are not grounds for an evaluation.
2. The process by which the Employer decides whether or not to conduct a job evaluation should be as open, transparent and fair as possible.
3. Implementation of any salary changes because of a job evaluation exercise are dependent on the following:
 - any required approvals (e.g., CSSEA, PSEC, Ministry) being obtained;
 - there being sufficient money available to provide any increase in salary;
 - agreement of the bargaining committee to the proposed increase as per Article 37.2.

Note: The job evaluation process is meant to address significant material changes in specific positions. It is not an alternate way of increasing salaries overall. That can only be done through collective bargaining.

Process:

The following describes the process which will be used.

Step 1 - Initial Assessment

An assessment can be initiated either by the company or by a group of employees in a particular classification.

If the company initiates a reclassification assessment, it will advise all employees in that classification it has done an initial assessment and that it intends to conduct a formal job evaluation review (see Step 2).

If a group of employees wishes to initiate a job evaluation, they must send a letter to a Managing Director outlining in specific detail why they believe it is warranted. This letter must be signed by at least 50% of the total number of employees in that component. The only grounds for an evaluation (whether initiated by the company or requested by the employees) is that the job responsibilities have materially changed so that all of the following have substantially increased:

1. The knowledge (technical and process) required to do the job has become more complex.
 - This does not just mean there is more to know but rather that there is more judgment and analysis required to determine what applies to a given situation.
2. Decision-making has become more complex.
 - This means that the types of decisions staff have to make in doing most of their work require consideration of more variables and inter-relationships.
3. The consequences of error are materially greater. It also means that the consequences of making inappropriate decisions can lead to greater material consequences for the organization than in the past.

When the employees request a job evaluation, the company will perform an initial assessment and will consult with a representative group of staff of the component in question to ensure the employees' perspective is fully understood. A Union representative is entitled to sit in on this consultation meeting as an observer. This consultation process is not necessary if the company decides it has enough information and agrees that a formal job evaluation should take place as per Step 2.

A written response will be provided to all members of the component in question, and the Union, outlining in detail the company's decision whether or not to proceed to a formal review.

The decision of the company is final (i.e., it may not be grieved) and another initial assessment will not be conducted for at least eighteen months except where there appear to be special circumstances indicating the job may have materially changed during that period.

Step 2 - Job Evaluation Process

If the preliminary assessment indicates there has been a material change as per the factors outlined above, a formal evaluation will be undertaken. The purpose of a review is to try to determine the degree or extent of change in the position in relation to the three determining factors noted above.

An outside compensation specialist may, at the company's discretion, be retained to help prepare a report. A consultation committee will be formed which includes staff from each affected office in the position being reviewed, as well as some management staff.

The specialist's report will detail the findings with an estimate on the overall increase in the degree or approximate magnitude of complexity based on the three factors.

Step 3 - Implementation

If the job evaluation indicates the position's complexity with respect to the three factors has substantially increased, the Employer will propose to the bargaining committee (as per Article 37.2) the amount and time schedule of the new salary taking into consideration the following factors:

- the degree to which the three factors have increased the complexity of the job;
- the availability of funds in the budget to pay for any increase;
- overall impact on the organization in terms of such things as internal equity, etc.

The degree or magnitude of the increase in complexity will not usually translate into an equivalent magnitude increase in salary. However, the formula used will apply equally to all components when reclassification is warranted under this Memorandum. Once the bargaining principals have agreed, no increases can be finalized until any required external approvals are received.

If the bargaining principals cannot agree on the amount of the increase, Article 37.2 shall apply.

MEMORANDUM OF AGREEMENT #4

Training Allowance

The parties recognize that employees who are requested by the employer to train new employees as part of those employee's orientation, and who do not need to use overtime as per Article 16.7, will be entitled to claim a trainer's allowance of four dollars (\$4.00) per hour, subject to the following:

1. The allowance will only be paid where the training is for a concurrent period of at least four (4) hours in a one (1) day period.
2. The trainer is not eligible for the allowance where the training provided is because the trainer is going on planned leave of absence as per Article 20.12.
3. The trainer is not eligible for the allowance if they are training their replacement because the trainer has been seconded from a higher classification and is still being paid at the higher rate.

This process shall be reviewed by the parties, upon the request of either party, after April 1, 2008. If the parties mutually agree, this arrangement shall become permanent.

MEMORANDUM OF AGREEMENT #5

Gainsharing

The parties acknowledge the principle that where improved productivity enables the Company to meet its required contractual obligations and standards for the Family Maintenance Enforcement Program at a reduced cost, both the Employees and the Company should materially benefit.

The Employer will undertake to try and negotiate with the Province an arrangement that would allow a portion of the cost savings in the Operational Budget that are demonstrably attributable to actions of the Company and its staff, to be retained by the Company.

Should the Ministry agree to such an arrangement, the Employer will advise the Union of the amount the Company was allowed to retain and the parties shall negotiate the amount to be given to Employees, and on what basis.

Where the cost savings are as a result of investment by the Company, or the FMEP, the Company shall first recover the full amount invested prior to any further distribution.

LETTER OF UNDERSTANDING # 1

Hours of Work – Work Schedules

If the Union steward or bargaining committee member at the local level wishes to propose a change to the existing work schedules, in a given component or team, it shall provide the other party with the earliest possible advance notice in writing.

The Union designate will consult with all the BCGEU members involved and/or affected by the hours of work proposal and obtain approval prior to tabling it for discussion with the Employer.

Prior to initiating a meeting with the Employer, it is understood that the factors to be addressed in the Union's proposal would include, but not be limited to:

- (a) Any newly proposed work schedule shall meet the hours of operation requirements and shall consider unusual or seasonal demands and functionally linked work groups within the organization;
- (b) Proposed changes must not result in increased cost to the Employer.

The Employer will review any reasonable request, however, the Employer retains the right to deny the proposal based on operational and administrative requirements. The Employer will explain their reasons for such denial.

This letter is not intended to override or substitute for any other existing section of Article 15.

LETTER OF UNDERSTANDING #2

Joint Training

The parties agree to jointly develop and facilitate a labour relations training session no later than November 30, 2006 and again before November 30, 2008.

Participants would include BCGEU Bargaining Committee members, Shop Stewards, Regional Managers and Enforcement Managers.

The training session will be without loss of pay.