

COLLECTIVE AGREEMENT

between

TOURISM BRITISH COLUMBIA

and the

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

Effective from October 25, 2006 to March 31, 2010

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" – is the unit for collective bargaining for which the B.C. Government Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974;
- (2) "*basic pay*" – means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (3) "*CEO & President*" – means the Head of Tourism British Columbia;
- (4) "*child*" – wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Provincial Government, or a child of a spouse;
- (5) "*common-law spouse*" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (6) "*comparable*" – includes a job with a salary level equal to current or not more than two (2) Tourism British Columbia levels below the employee's original classification;
- (7) "*continuous employment*" or "*continuous service*" – means uninterrupted employment in Tourism British Columbia or British Columbia Magazine, subject to the provisions of Clause 11.3;
- (8) "*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 his/her position. This does not include employees on a leave of absence;
- (9) "*days*" – refers to calendar days unless otherwise specified;
- (10) "*demotion*" – means a change from an employee's position to one with a lower maximum salary;
- (11) "*employee*" – means a member of the bargaining unit and includes:
 - (a) "*regular employee*" – meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*auxiliary employee*" – meaning an employee who is employed for work which is not of a continuous nature such as:
 1. seasonal positions;
 2. positions created to carry out special projects or work which is not continuous;
 3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
 4. temporary positions created by special programs such as the summer student employment program, or other special temporary programs;

"*employee*" does not include:

incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement and/or excluded classes as outlined in Appendix 2 – Excluded Classes;

- (12) "*Employer*" – means The Crown Corporation of Tourism British Columbia;
- (13) "*field status*" – employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;
- (14) "*First Nation*" – for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments;
- (15) "*headquarters or geographic location*" – is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties.

For the purposes of Articles 12.8, and 13 and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of fifty (50) kilometers (thirty-two [32] kilometers in the GVRD or CRD) of where an employee ordinarily performs their duties.

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

- (16) "*holiday*" – means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (17) "*hours of operation*" – are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (18) "*hours travelled*" – means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (19) "*lateral transfer*" or "*transfer*" – refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (20) "*layoff*" – includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 31 - Auxiliary Employees;
- (21) "*leave of absence with pay*" – means to be absent from duty with permission and with pay;
- (22) "*leave of absence without pay*" – means to be absent from duty with permission but without pay;
- (23) "*probation*" – 1. For a person who is not an employee who is appointed to a position at Tourism British Columbia: That person is on probation until he or she has worked the equivalent of 6 months' full time employment. 2. For an appointment that is made from within Tourism British Columbia: A probation period in the new position not exceeding the equivalent of 6 months' full time employment may be imposed. 3. The CEO or designate may reject an employee during the probation period if the CEO or designate considers that the employee is unsuitable for employment in the position to which he or she was appointed.
- (24) "*promotion*" – means a change from an employee's position to one with a higher maximum salary level;

- (25) "*relocation*" – refers to the movement of an employee from one geographic location to another;
- (26) "*resignation*" – means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (27) "*rest period*" – is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;
- (28) "*seasonal field employees*" – are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;
- (29) "*shift*" – means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (30) "*spouse*" – includes husband, wife and common-law spouse, including same sex spouse;
- (31) "*termination*" – is the separation of an employee from Tourism British Columbia for cause pursuant to Article 10-Dismissal, Suspension and Discipline, Article 11-Seniority, or Article 31-Auxiliary Employees;
- (32) "*travel status*" – with respect to an employee means absence of the employee from his/her headquarters or geographic location on Employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;
- (33) "*Union*" – means the B.C. Government and Service Employees' Union (BCGEU);
- (34) "*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;
- (35) "*work schedule*" – means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The parties agree that tourism is an important part of British Columbia's society and economy. The parties further agree that all employees employed by Tourism British Columbia are an integral part of achieving Tourism British Columbia's mission and vision. The parties therefore agree that all employees will be treated in accordance with the principles contained in this document. These principles reflect the Union's and Employer's efforts to establish and maintain an effective working relationship that demonstrates our corporate values and allows for fairness, respect, and dignity for all.
- (b) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union within the framework provided by the law.

1.2 Future Legislation

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

1.3 Conflict With Regulations

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

1.4 Agreement

This Collective Agreement covers all employees who are members of the BCGEU and will be abided to by the parties.

1.5 Singular and Plural

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

1.6 Human Rights Act

- (a) The parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.
- (b) In accordance with Clause 7.5, the parties will meet and review methods of extending knowledge of the *Human Rights Act* within Tourism British Columbia and for extending knowledge relating to the *Human Rights Act* to all employees.

1.7 Discrimination and Harassment Under the Human Rights Act

(a) Purpose

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

(b) Harassment

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

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

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

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

This Clause does not preclude an employee from filing a complaint under Section 8 of the *B.C. Human Rights Act*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

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

(c) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

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

(1) *Procedures*

All persons involved in the handling of a complaint under these procedures 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.

(2) *Informal Procedure*

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

(3) *Formal Procedure*

The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the President and CEO or his/her designate within thirty (30) days of receiving the manager's response or when the response was due.

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

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

(5) The CEO or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the CEO or such later date as may be mutually agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the CEO's decision may be considered as not having been determinative of the complaint.

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

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

(11) The complainant will not be relocated without his/her agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions or those positions outlined in Appendix 2 – Excluded Classes. The parties acknowledge the difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of Tourism British Columbia policy or in the process of employer-employee relations.

- (b) The guidelines to be considered in negotiating exclusions shall be:
- (1) position incumbents employed for the primary purpose of exercising senior management functions;
 - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit.
- (d) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
- (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.
- (i) Such discussions shall include an interview with the incumbent and his/her immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
 - (ii) Where the position is classified at pay-band "D" or higher, the incumbent and his/her immediate supervisor may be interviewed by mutual agreement.
- (3) If no agreement is reached or if no response is received from the Union within ninety (90) days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
- (4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.
- (5) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents and a complete organizational chart.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of this Agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

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

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (4) up to three (3) employees on a Bargaining Committee to carry on negotiations with the Employer; however, the Union reserves the right to use up to three additional persons for technical information or advice, who shall also be covered by the provisions of this clause;
- (5) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board, or the Human Rights Tribunal;
- (6) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.2.

(b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

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

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

- (1) for employees selected for a full-time position with the Union for a period of one (1) year;
- (2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.11 Union Meetings

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

(b) The Union shall provide not less than two (2) weeks notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.

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

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

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

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

A Union Bargaining Committee shall be appointed and consist of three (3) members in good standing of the Union together with the President of the Union or his/her 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.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to Component Chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

(e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

7.4 Technical Information

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

7.5 Policy Meetings

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

7.6 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting his/her grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

- (a) The President of the Union, or his/her designate, may present a grievance at Step 3:
 - (1) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
 - (2) within twenty-one (21) days after the Employer's reply was due.
- (b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.7 Time Limit to Reply at Step 3

- (a) Within thirty (30) days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.
- (b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.8 Failure to Act

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

8.9 Time Limits to Submit to Arbitration

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

- (a) thirty (30) days after the Employer's decision has been received, or
- (b) thirty (30) days after the Employer's decision was due.

8.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were certified, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 3 recipient by mail. The sender will retain a fax receipt to prove service.
- (d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, (c) shall not apply and originals will be forwarded upon conclusion of the dispute.

8.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than twenty (20) days or suspension pending investigation, the grievance may be filed directly at arbitration, with a copy to the Employer, within thirty (30) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within thirty (30) days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving such notice.

8.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within forty-five (45) days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

8.13 Policy Grievance

- (a) Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9-Arbitration.
- (b) This Article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.14 Technical Objections to Grievances

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

8.15 Effective Date of Settlements

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

8.16 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within thirty (30) days of the receipt of the reply at the third (3rd) step, of its desire to submit the difference or allegations to arbitration.
- (b) The parties agree to use the Expedited Arbitration process wherever possible other than for grievances outlined in 9.9(b).
- (c) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the Collective Agreement Arbitration Bureau with a copy to the other party.
- (d) Where the matter in dispute is a dismissal grievance, the Collective Agreement Arbitration Bureau shall set a date for the hearing to be held seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the Collective Agreement Arbitration Bureau shall assign an arbitrator from the mutually agreed upon list of single arbitrators and set a date for the hearing.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.
- (d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Three-Person Arbitration Board

- (a) Notwithstanding Clause 9.2, when a single arbitrator has been appointed either party may indicate to the other party, within seven (7) days of receipt of written notice, if it chooses to have the matter heard by a three (3) person arbitration board. Both parties shall then have seven (7) days to name their appointee to the three (3) person board. The two (2) appointees shall then meet to select an impartial chairperson.
- (b) If either party fails to name their appointee, or the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Collective Agreement Arbitration Bureau.

9.4 Board Procedure

- (a) In this article the term "*Board*" means a single arbitrator or a three-person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

9.5 Decision of Board

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

9.6 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.7 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

9.8 Amending Time Limits

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

9.9 Expedited Arbitration

(a) The parties shall meet every four (4) months or as often as required to review outstanding grievances filed with the Collective Agreement Arbitration Bureau to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

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

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

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.3.

(h) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The CEO or any other person authorized by the CEO, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The CEO or any other person authorized by the CEO, may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

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

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

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

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

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

10.6 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. The employee will be given two (2) working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

(d) An employee shall receive a copy of his/her appraisal.

10.7 Personnel File

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

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

10.8 Right to Have Steward Present

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

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

10.9 Rejection During Probation

(a) The CEO or any other person authorized by the CEO, may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

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

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

(a) Service seniority shall mean the length of continuous service as a regular employee in Tourism British Columbia or British Columbia Magazine. Regular employees in the Public Service of British Columbia and Tourism British Columbia as of April, 1997, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed.

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clauses 12.7 or 29.4 (d) or is demoted through no fault of his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series.

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

11.2 Seniority List

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

11.3 Loss of Seniority

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

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

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

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

- (1) he/she is discharged for just cause;
- (2) subject to Clause 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (3) he/she is on layoff for more than one year; or
- (4) he/she becomes an auxiliary employee.

11.4 Re-employment

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

11.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least one (1) year of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as an auxiliary;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

ARTICLE 12 - RECRUITMENT AND SELECTION

12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. Such postings shall be distributed throughout Tourism British Columbia.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of six months from the establishment of the list. The effective period of the eligibility list may be extended up to an additional four (4) months by the Employer with the agreement of the bargaining principals. Such agreement shall not be unreasonably withheld.
- (c) Vacancies of a temporary nature which are known to exceed six (6) months shall be posted within thirty (30) days.
- (d) Notices shall be posted at least ten (10) working days prior to the closing date of the competition, except as provided for in Clauses 12.7, 12.8, 29.4(d) and Article 13 - Layoff and Recall. If an internal candidate attains the minimum qualifying score as a result of the interview, he/she will be appointed to the position.
- (e) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two (2) years at the previous location. The closing date of the competition shall determine eligibility. A selection panel may waive this restriction with the approval of the CEO or designate. This restriction does not apply to redundant employees or to promotions.
- (f) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (g) All postings shall be in compliance with the *Human Rights Act of British Columbia*.
- (h) The CEO or designate has the authority and responsibility to appoint the Chairperson of all selection panels.
- (i) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

- (j) Disputes regarding the application of this clause shall be dealt with as part of the grievance procedure.
- (k) Temporary vacancies of not more than six (6) months in duration shall be filled as follows:
- (1) the Employer agrees that every effort to ensure that workloads of regular employees will not be increased as a result of positions temporarily vacant due to illness, vacation leave, training, or any other reason;
 - (2) for purposes of substitution, first refusal shall be given to regular employees who are qualified to perform the work of the position requiring substitution and whose most recent appraisal indicates satisfactory performance. Where more than one regular employee expresses interest, seniority shall apply;
 - (3) employees will be selected from a list of employees that have expressed in writing their interest in substituting. Such a list will be developed with the Employer calling for written expressions.
- (l) *Cancellation of a Posting:*

Internal applicants will receive written notification stating reasons for the cancellation of an internal posting within ten (10) days.

12.2 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in Tourism British Columbia. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

12.3 Selection Procedures

- (a) Appointments to and from within Tourism British Columbia will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in Tourism British Columbia. For those candidates who transferred from the Public Service to Tourism British Columbia, prior to April, 1997, their years of continuous service with the Public Service will also be applied.
- (b) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.
- (c) If two (2) internal candidates have equal ratings, years of continuous service will be assessed and the candidate with the most years of continuous service will be appointed.
- (d) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates shall be placed on the eligibility list in order of their respective point scores, having given consideration to their years of continuous service with Tourism British Columbia.
- (e) All regular employees and auxiliary employees who meet the conditions of Clause 31.2 shall be considered internal.

12.4 Notification

- (a) Unsuccessful internal applicants to posted positions upon request will be notified of the name and classification of the successful internal applicant.

(b) If the successful applicant is external, upon request, an unsuccessful internal applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.5 Appeal Procedure

(a) An unsuccessful internal candidate may request an explanation from the panel chairperson by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If an internal candidate wishes the reasons in writing, he/she must request them in writing by electronic mail, telegram, letter or facsimile. Where no written requests have been received by the panel chairperson within five (5) working days of the date of mailing notification pursuant to Clause 12.4, the appointment of the successful applicant may be confirmed.

(b) The panel chairperson will reply to the employee, within five (5) working days from receipt of the request.

(c) The dispute will then be dealt with through the grievance procedure commencing at Step 2.

(d) Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been resolved.

12.6 Interview Expenses

An internal applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this Clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

12.7 Transfers Without Posting

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

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

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

(b) In such cases the Joint Committee established in Article 29 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

(c) An employee whose spouse is also an employee and who is transferred pursuant to Articles 12.8, 13 - Layoff and Recall, 36 - Limited Employment and Privatization, may be considered for a lateral transfer or voluntary demotion to available vacancies.

12.8 Relocations

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

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

- (a) (1) vacant positions pursuant to Clause 13.2(b); or
- (2) early retirement pursuant to Clause 13.2(g); or
- (3) severance pay pursuant to Clause 13.2(i).

- (b) An employee who fails to elect one of these options before the effective date of relocation shall be deemed to have resigned and shall be paid severance pay as outlined in Clause 13.2, as applicable.
- (c) When relocation is required and there is more than one regular employee performing the transferred work with the Tourism British Columbia seniority block, the Employer will first attempt to effect the relocation on a voluntary basis. Where no employee from that group wishes to relocate voluntarily, the least senior regular employee in the group shall be relocated and the provisions of (b) above apply.

12.9 Selection Panels

- (a) Selection panels shall be convened in accordance with the principles outlined in Article 12.1 and Tourism British Columbia's corporate values.
- (b) Disputes regarding the application of the above shall be resolved pursuant to Clause 12.5.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Pre-layoff Canvass

- (a) Prior to the layoff of regular employee(s) under Article 13 the Employer may canvass any employee or group of employees to invite:
 - (1) placement into a vacant regular position;
 - (2) resignation with severance as provided for in Article 13 as appropriate; or
 - (3) where eligible, early retirement.

The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvass.

- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) The Employer will establish reasonable time periods in which responses from employees will be received for consideration.
- (d) Where the pending layoffs are a result of a substantial reorganization the Employer will conduct a pre-layoff canvass pursuant to (a) above.

13.2 Layoff

In the event of a layoff of employees, the following shall apply:

- (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 section. If the offer to relocate is declined, the employee may choose to:
 - (1) opt to be placed on the basis of service seniority into a comparable vacant position for which they are qualified;
 - (2) bump based on seniority into the same or another comparable classification for which they are qualified;
 - (3) access severance pay and training options.
- (b) The employee to be laid off shall be the employee with the least service seniority in the same classification and series, and the same geographic location.

A regular employee designated for layoff may opt to be placed on the basis of service seniority into a comparable vacant position for which they are qualified.

A regular employee designated for layoff may opt to displace a junior employee in the same geographic location and same or comparable classification and series, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

A regular employee designated for layoff will have the option of displacing the most senior auxiliary employee, within the same geographic location and classification and going onto auxiliary recall lists within the geographic boundaries of the seniority block.

A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain their regular status unless they fail to maintain 1200 hours worked at the straight time rate within the previous twenty-six (26) pay periods except as provided under Article 21-Maternity, Parental and Pre-Adoption Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.4 of the Agreement, the vacation scheduling provisions of the Agreement and notice of layoff in writing, twenty (20) work days prior to the effective date of layoff.

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

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

(c) The Employer shall notify employees affected, in writing, at least six (6) weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work his/her regularly scheduled shifts during the six-week period after notice of layoff, he/she shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(d) *Job Offers:*

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

(2) If an employee refuses one (1) job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as his/her existing position, he/she shall claim early retirement or severance pay.

(3) If an employee refuses a maximum of two (2) job offers in a different geographic location or with a salary or maximum step pay range comparable to his/her existing position he/she shall claim early retirement or severance pay.

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

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

(f) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current internal training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.

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

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

(g) *Early Retirement*

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

(h) *Pay Out of Sick Leave*

When an employee age 55 or older opts for severance pay or early retirement, he/she will also qualify in accordance with the Collective Agreement, for an amount equal to fifty percent (50%) of accumulated sick leave credits on the date of severance or retirement.

(i) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within thirty (30) days of refusing job offers in accordance with Clause 13.3(d), a regular employee will be entitled to resign with severance pay based on three weeks current salary for each year of service.

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

(j) Employees shall remain at work and on pay until all steps are completed for that employee including bumping, placement, severance, or early retirement.

(k) Employees who relocate pursuant to Article 13 shall be entitled to relocation expenses in accordance with Clause 27.14.

(l) Where an employee accesses severance as a result of layoff; training for the purposes of gaining new employment will be provided by the Employer. This training will include, but not be limited to, skill development, job training, job search, and entrepreneurial skills. The cost of such training will be allocated on the following basis:

- (1) \$500.00 for each year of service with the Employer to a maximum of \$6,000.00.
- (2) This must be accessed within six (6) months following layoff.

13.3 Joint Committee

The Joint Committee, as established in Article 29, shall provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of employees who are subject to layoff.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

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

14.2 Work Schedules

- (a) This Article will establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the Union Steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this agreement including the following:
 - (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
 - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one work site, notice shall be given to the President of the Union or designated Employer official;
 - (3) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;
 - (4) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an Hours of Work Umpire on the appropriate form.
- (d) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes in accordance with the provisions of the Collective Agreement.
- (e)
 - (1) The Umpire shall have fourteen (14) days, which may be extended by mutual agreement of the principals by a further seven (7) days, in which to bring in a decision.
 - (2) The Umpire shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with this Agreement may be considered.
 - (3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
 - (4) In coming to a decision, the Umpire shall abide by the following rules:
 - (i) the decision must not be retroactive;
 - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
 - (iii) the decision must not interpret the Collective Agreement except for the provisions of Clauses 14.2(e)(4) and 14.2(f).

- (f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this Article the following will also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
 - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
 - (3) consideration shall also be given to employee preferences, fairness and equity.
- (g) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days notice, providing the length of work day is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days notice may be concurrent with the period of notice in (c)(3) above.
- (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an Umpire's decision.
- (h) Either party may grieve an Hours of Work Umpire decision made pursuant to Clause 14.2 on the grounds that the award contravenes the requirements of Clause 14.2(e) or Clause 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within fourteen (14) days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within fourteen (14) days of the conclusion of the hearing.

14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17-Paid Holidays, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled work day exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

14.4 Rest Periods

All employees shall have two (2) 15-minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Stand-by Provisions

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

(b) Regular employees on stand-by in a relief operation, such as a staffing pool, shall be compensated one (1) day's basic pay for twelve (12) hours standing by. Where the time spent on stand-by is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one (1) hour's pay for each four (4) hours of standing by in addition to his/her normal day's pay with a minimum of one hour's stand-by.

(c) Employees required to stand by under (a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.6 Meal Periods

(a) Meal periods shall not exceed one (1) hour in length and shall be scheduled as closely as possible to the middle of the shift.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for as per the appropriate overtime articles in the Collective Agreement.

14.7 Flexible Hours of Work

(a) For the purpose of this Agreement, flexible hours of work means the hours worked by an employee, or a group of employees, who are given authority to choose their start and finishing times provided that:

- (1) the total hours per day do not exceed ten (10); and
- (2) the total hours in any two (2)-week period do not exceed seventy (70).

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

14.8 Modified Work Week

(a) For the purpose of this Agreement, eligible employees for the modified work week, subject to operational requirements are:

- (1) full-time, regular employees; and
- (2) auxiliary employees who qualify for conversion to regular status as per Article 31.

(b) *Work Schedule Pattern:*

- (1) Five days on, two days off (7 hours per day);
- (2) Five days on, two days off, four days on, three days off (7 hours and 47 minutes per day);

- (3) Four days on, three days off (8 hours and 45 minutes per day);
- (4) Five days on, two days off, five days on, two days off, four days on, three days off (7 hours and 30 minutes per day); and
- (5) one day off per month (7 hours and 22 minutes per day).

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

- (1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium:*

\$1.20 per hour (effective April 1, 2006)
\$1.25 per hour (effective April 1, 2007)
\$1.30 per hour (effective March 30, 2008)
\$1.35 per hour (effective March 29, 2009)

for afternoon shift;

\$1.30 per hour (effective April 1, 2006)
\$1.35 per hour (effective April 1, 2007)
\$1.40 per hour (effective March 30, 2008)
\$1.45 per hour (effective March 29, 2009)

for night shift.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

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

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

15.3 Notice of Work Schedules

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

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

(c) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.4 Short Changeover Premium

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

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

15.5 Exchange of Shifts

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

15.6 Shortfall of Annual Working Hours

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

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

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

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the Clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.
- (c) The method of compensation for overtime shall be in accordance with this Agreement.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by seventy (70).
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled work day; and
 - (2) double time for hours worked in excess of the two (2) hours referred to in (1) above;
 - (3) double time for all hours worked on a day of rest.

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

- (b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her regular days pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (c) An employee on travel status who is required to travel on Employer business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in this Agreement.
- (2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in this Agreement, or upon termination.
- (3) If the employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.
- (4) If mutual agreement on the scheduling of compensatory time off cannot be reached within sixty (60) days from it being earned, such unscheduled compensatory time off shall be taken in cash and the provision of (5) below shall apply.
- (5) Where overtime earned is paid in cash the Employer shall make every reasonable effort to make payment by the end of the month following the month in which the overtime cash payment was requested.

16.7 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be:

- \$14.25 effective April 1, 2006
- \$14.50 effective April 1, 2007
- \$14.75 effective March 30, 2008
- \$15.00 effective March 29, 2009

- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

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

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

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on stand-by shall not have the right to refuse call-out for overtime work.

16.10 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.11 Call-out Provisions

- (a) *Call-out Compensation* - A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.
- (b) *Call-out Time Which Abuts the Succeeding Shift:*
- (1) If the call-out is for three hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight time rate for the regular shift.
 - (2) If the call-out is for longer than three hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that call-out exceeds three hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall.
 - (3) For the purpose of (1) above it is agreed that "*call-out*" means that an employee has been called out without prior notice.
- (c) *Overtime or Call-out Which Does not Abut the Succeeding Shift:*
- (1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift.

(2) In a call-out situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of call-out and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift.

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

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

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

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

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to this Agreement.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at double-time rate.

17.4 Holiday Falling on a Scheduled Work Day

- (a) An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.
- (b) Lieu days accruing from statutory or designated holidays shall be taken immediately before or after the paid holiday, but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks, it shall immediately be scheduled on the vacation roster.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

- (a) *Definitions:*

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

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

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

Vacation Years	Work Days
First to fourth	16
Fifth.....	18
Sixth and seventh	20
Eighth.....	22
Ninth	23
Tenth.....	24
Eleventh and twelfth	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth.....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled work day is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

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

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-third ($1\frac{1}{3}$) days for each month for which he/she earns ten (10) days pay.

(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year, or the employee may take earned vacation time in the first year of service.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12th) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

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

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

(c) During the first six (6) months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

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

- (e) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Employees must submit their vacation requests for the current calendar year by March 31st in order to exercise their seniority rights.
- (f) An employee who does not exercise his/her seniority rights shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (h) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

18.5 Approved Leave of Absence With Pay During Vacation

When an employee is hospitalized or under a physician's care and in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation Carry-over

- (a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carry over shall not exceed fifteen (15) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

18.7 Call Back From Vacation

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

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive pension benefits under the *BC Pension Act* or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 1 – Short- and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to or including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five work days.
- (b) Immediate family is defined, but not limited to, an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
 - (1) marriage of the employee three (3) days;
 - (2) attend wedding of the employee's child one (1) day;
 - (3) birth or adoption of the employee's child two (2) days;
 - (4) serious household or domestic emergency one (1) day;
 - (5) moving household furniture and effects one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen one (1) day;
 - (7) attend funeral as pall-bearer or mourner one-half (½) day;
 - (8) court appearance for hearing of employee's child one (1) day;

- (9) Extenuating circumstances (not covered by the above) that would interfere with an employee's ability to fully satisfy the requirements of their position..... up to three (3) days *after consultation with the Vice President of Human Resources or designate.*
 - (10) Child Custody Hearing – One day per calendar year.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).
 - (c) For the purpose of (a)(2), (4), (5), (6), (7), (8), (9), and (10), leave with pay will be only for the work day on which the situation occurs.
 - (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal work day. Employees shall qualify for leave under (a)(5) once per calendar year.

20.3 Family Illness

- (a) In the case of illness or hospitalization of an immediate family member of an employee, and when no one other than the employee can provide for the needs of the ill family member, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) In the case of illness or hospitalization of an elderly mother, father, mother-in-law or father-in-law, the employee may request up to one (1) month unpaid leave per year to arrange for/provide care. Where possible, a minimum of two (2) weeks notice is required.
- (c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-time Public Duties

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

- (a) for employees to seek election in a Municipal, First Nations, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

20.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

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

20.8 Educational Leave

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

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

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

(c) Applications for educational leave for periods of four (4) months or longer must be submitted to the Employer or agency two (2) months prior to the beginning of the requested leave period.

(d) Applications for leave of periods of less than four (4) months should be submitted to the Employer with as much lead time as practical.

(e) After consideration by the Employer, all applications for educational leave of four (4) months or longer shall be forwarded to the Employer Joint Committee for review, together with the decision of the Employer, no later than two months from the date of submission. If the Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer decision, the grievance shall commence at Step 3 of the grievance procedure.

(f) An employee granted educational leave under this Clause shall receive up to one hundred percent (100%) of his/her basic pay.

(g) An employee granted educational leave under this Clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, he/she will remain in the service of the Employer for a period equivalent to three (3x) times the length of his/her educational leave multiplied by the percentage of basic pay.

(h) Should he/she leave the service of the Employer before this period expires, he/she shall refund to the Employer the total cost of his/her training including allowances and expenses on a pro rata basis.

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

- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this Clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this Clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

20.9 Elections

Any employee eligible to vote in a Federal, First Nations, Provincial or Municipal election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast his/her ballot.

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

20.10 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

20.11 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.12. "*Medical and/or dental appointments*" include only those services covered by the B.C. Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$350 (\$450 effective April 1, 2007, \$500 effective April 1, 2008) per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$350 (\$450 effective April 1, 2007, \$500 effective April 1, 2008) reimbursement, once per calendar year.

20.12 Maximum Leave Entitlement

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

20.13 Emergency Service Leave

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

20.14 Canadian Armed Forces

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

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

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

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

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

20.15 Donor Leave

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

20.16 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

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

20.17 Extended Child Care Leave

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

- (a) The employee's application shall be submitted to the Employer at least four (4) weeks prior to the expiration of Article 21-Maternity, Parental and Pre-Adoption Leave.
- (b) The combined length of leaves under this Clause and under Article 21 shall not exceed eighteen (18) months.
- (c) The employee's return to work requirements of Clauses 21.9(b) and 21.12 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.10.
- (d) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

20.18 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

Note: It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Article 20.1, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments, except as provided for in Article 20.1(e). There shall be no pyramiding of EI payments and bereavement leave with pay.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave, alone or in combination with the leave period of 21.3, shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

21.2 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of fifteen (15) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

21.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or following the adoption pursuant to Clause 21.7;
 - (2) in the case of the other parent, following the birth or placement of the adoptive child and conclude within the 52-week period after the birthdate or placement of the adoptive child. Such leave request must be supported by appropriate documentation;
 - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.4 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Article 21.3, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive unemployment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 21.3(b), the parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

21.5 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.3 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two (2) weeks without pay immediately before leaves pursuant to 21.1 and 21.3 as the case may be. This leave is for the express purpose of covering the Employment Insurance waiting period.

21.6 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.5, shall be paid a leave allowance equivalent to two (2) weeks at eighty-five percent (85%) of the employee's basic pay.

21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven (7) weeks (245 work hours) per calendar year with an allowance of eighty-five percent (85%) of their basic pay during the leave period.

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

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

Leave under this provision will end with the placement of the adoptive child(ren).

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

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

21.8 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 21.1 and 21.3 or Articles 21.7 and 21.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Article 21.1, 21.3 or 21.7.

21.9 Benefits Continuation

- (a) For leaves taken pursuant to Articles 21.1, 21.3, 21.5 and 21.8 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.10 or fail to remain in the employ of the Employer for at least six (6) months, or a period equivalent to the leave taken at (a) above whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.10 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.3, 21.7 or 21.8 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 21-Maternity, Parental and Pre-Adoption Leave or Clause 20.17 or if he/she does not return to work after having given such advice.

21.11 Entitlements Upon Return to Work

(a) Notwithstanding Articles 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period provided that:

- (1) the employee returns to work for a period of not less than six (6) months;
- (2) the employee has not received parental allowance pursuant to 21.4; and
- (3) the employee was employed prior to March 28, 2001.

Notwithstanding Article 18.6 vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

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

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

(d) Employees who are unable to complete the return to work period in (a) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or pre-adoption leave.

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

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.2, 21.4 and/or 21.6, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after his/her return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.2, 21.4, 21.5 and/or 21.6 above on a pro rata basis.

21.13 Benefits Upon Layoff

Regular employees who have completed three (3) months of service and are receiving an allowance pursuant to Clause 21.2 or 21.4 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Joint Occupational Health and Safety Committees

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

- (a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.
- (b) The Committee will function in accordance with the regulations made pursuant to the *Workers' Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.
- (e) Other Committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other Union designated Committee member or Union designated employee is available, time spent by employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

22.3 Unsafe Work Conditions

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

- (a) a member of the Occupational Health and Safety Committee, or
- (b) a person designated by a Safety Committee,

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

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

22.4 Investigation of Accidents

- (a) Pursuant to Part 3, Division 10, Accident Reporting and Investigation of the *Workers' Compensation Act* all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:
 - (1) Workers' Compensation Board
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) BCGEU Designate(s).

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

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

22.5 Occupational First Aid Requirements and Courses

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

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

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

- Level 2 Occupational First Aid Certificate
 - \$40 per biweekly period or \$87 per month (effective April 1, 2006);
 - \$41 per biweekly period or \$89 per month (effective April 1, 2007);
 - \$42 per biweekly period or \$91 per month (effective March 30, 2008);
 - \$43 per biweekly period or \$93 per month (effective March 29, 2009).
- Level 3 Occupational First Aid Certificate
 - \$52 per biweekly period or \$113 per month (effective April 1, 2006);
 - \$53 per biweekly period or \$115 per month (effective April 1, 2007);
 - \$54 per biweekly period or \$117 per month (effective March 30, 2008);
 - \$55 per biweekly period or \$119 per month (effective March 29, 2009).

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

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

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

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.6 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 his/her shift without deduction from short term disability leave.

22.7 Transportation of Accident Victims

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

22.8 Video Display Terminals

(a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.

(2) Employees required to continuously operate VDTs for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

(b) When employees are required to monitor video display terminals which use cathode ray tubes, then:

(1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals; or

(ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

- (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (d) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
 - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.
- (e) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

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

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

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

22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.10 Communicable Diseases

- (a) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) In respect of communicable diseases, the Joint Occupational Health and Safety Committee will consider, review and make recommendations to the Principals on issues including:
- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
 - (2) post-exposure protocols;
 - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.
- (c) Officials of the B.C. Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

- (d) Where a communicable disease policy is established the occupational health and safety committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.
- (e) Where officials of the B.C. Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

22.11 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients or the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Occupational Health and Safety Committee or Union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed of any potential for violence from a client or the public, 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 violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.12 Pollution Control

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

22.13 Training Program for Occupational Health and Safety Committee Members

- (a) Occupational Health and Safety members will be provided two (2) days training within six (6) months of appointment.
- (b) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (c) The training shall be carried out jointly by teams of qualified Union and Employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.

22.14 Skin Protection from Ultra Violet Radiation

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

22.15 Employee Safety Travelling To and From Work

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

22.16 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related.
- (b) The Occupational Health and Safety Committee (or Union and Employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (1) the work methods and practices,
 - (2) the layout and condition of the workplace and workstation,
 - (3) the characteristics of objects or equipment handled,
 - (4) the environmental conditions,
 - (5) the physical demands of work,

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

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

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1**

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

23.2

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 29 Joint Committee, shall meet to consult on the impact of the proposed change.

- (c) The written notice identified in Clause 23.2(a) will provide the following information:
- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13-Layoff and Recall.
 - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer's worksites in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13-Layoff and Recall or Article 31-Auxiliary Employees, as appropriate.

23.3

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

23.4

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

23.5

The parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology. Accordingly, the parties agree, pursuant to Article 29-Joint Committee, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

The Employer agrees to make every effort to eliminate contracting out and agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees or could normally be performed by the employees covered by this agreement.

To facilitate the limiting of contracting out, the Joint Committee established in Article 29 will examine contracting out within Tourism British Columbia. Issues arising as a result of this Article will be addressed through the grievance procedure as outlined in Article 8.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

25.2 Extended Health Care Plan

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

25.3 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
- (1) Part A, 100% coverage;
 - (2) Part B, 65% coverage;
 - (3) Part C, 55% coverage.
- (b) Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.
- (c) Coverage will cease thirty (30) days after the employee's employment ends.

25.4 Group Life

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

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

- (b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The group life plan shall include the following provisions for accidental dismemberment:
- (1) loss of both hands or feet the principal sum;
 - (2) loss of sight of both eyes the principal sum;
 - (3) loss of one hand and one foot the principal sum;
 - (4) loss of one hand or one foot and sight of one eye the principal sum;
 - (5) loss of one hand or one foot..... ½ the principal sum;
 - (6) loss of sight of one eye ½ the principal sum.
- (d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Appendix 4 - Advance Payment of Group Life Benefits.

25.5 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the Employer's blanket insurance policy. The existing benefits will not be decreased during the life of this Agreement.
- (b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

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

25.6 Employment Insurance

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

25.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 1, Section 1.4.

25.8 Legislative Changes

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

25.9 Employee and Family Assistance Program

- (a) A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This Employer-funded, confidential, assessment/referral service will be monitored by the Joint Committee for the effectiveness of the program.
- (c) The Employer, through the Joint Committee, shall develop an awareness package that can be incorporated into existing supervisor and Union training programs.

25.10 Health and Welfare Plans

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

25.11 Designation of Spouse

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

ARTICLE 26 - WORK CLOTHING

Where work clothing is required, or where WCB regulations stipulate it is necessary, the Employer will provide and maintain work clothing.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Equal Pay**

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment. Terminating employees will receive their final pay within eight (8) days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay cheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her salary.

27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 27.7.
- (b) The distribution of paycheques shall be done in such a manner that the details of the pay cheque shall be confidential.
- (c) Rates of pay shall increase as follows:

Effective 12:01 a.m. April 1, 2007, all rates of pay for all employees listed in Appendix 3 shall be increased by three percent (3%);

Effective 12:01 a.m. March 30, 2008, all rates of pay for all employees listed in Appendix 3 shall be increased by a further three percent (3%);

Effective 12:01 a.m. March 29, 2009, all rates of pay for all employees listed in Appendix 3 shall be increased by a further two and one-half percent (2.5%); plus

One-time payment contingent upon the BC Government's fiscal performance in 2009/2010. Payment will take place following the end of the 2009/2010 fiscal year based on the bargaining unit's share of the BC Government's budget surplus in excess of \$150 Million (to a maximum of \$300 Million to be shared).

27.4 Substitution Pay

- (a) An employee will be granted substitution pay where the employee is:
 - (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
 - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.

- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above his/her current rate, whichever is greater, but not more than the top of the new salary range. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
- (1) substitution pay shall not be payable for periods of substitution of seventy (70) consecutive work hours or less in the higher position;
 - (2) substitution in excess of the seventy (70) consecutive work hours shall be payable from the commencement of the first shift of substitution;
 - (3) substitution is not payable for any period of substitution during vacation relief in the higher position.
- (e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the four (4) pay periods preceding his/her leave, in which case he/she shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.
- (g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

27.5 Rate of Pay on Reclassification or Promotion

- (a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.
- (c) The above does not apply to new classifications established pursuant to Clause 28.3.

(d) Where an employee has been acting in a higher level position longer than six (6) months and subsequently competes and is successful in winning that position, for the purposes of calculating their new salary, their base pay will be considered as the higher acting level.

27.6 Pay on Temporary Assignment

A regular 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.

27.7 Salary Protection and Downward Reclassification of Position

- (a) An employee shall not have his/her salary reduced by reason of:
 - (1) a change in the classification of his/her position; or
 - (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

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

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

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

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

27.8 Vehicle Allowances

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

Effective April 1, 2006	47¢ per km
Effective April 1, 2007	48¢ per km
Effective March 30, 2008	49¢ per km
Effective March 29, 2009	50¢ per km

27.9 Meal Allowances

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

Meal	Effective April 1, 2006	Effective April 1, 2007	Effective March 30, 2008	Effective March 29, 2009
Breakfast	\$10.75	\$11.00	\$11.25	\$11.50
Lunch	12.50	12.75	13.00	13.25
Dinner	21.50	21.75	22.00	22.25

27.10 Transportation for Employees

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

27.11 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be negotiated as they occur.

27.12 Upgrading Qualifications

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

27.13 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Letter of Understanding 1 - Board and Lodging and Relocation Expenses.

27.14 Relocation Expenses

- (a) Except as provided in (b) below, regular employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Letter of Understanding 1. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.
- (b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Employer expenses paid on a pro rata basis.
- (c) The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Clause 12.8, Article 13 or Article 25.

27.15 Retirement Allowance and Pre-Retirement Leave

- (a) Upon retirement from the Employer, an employee who has completed twenty (20) years of service with the Employer, and who under the provisions of the *BC Pension Act* is entitled to receive a pension benefit on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.
- (b) (1) An employee scheduled to retire and to receive a pension benefit under the *BC Pension Act*, shall be entitled to:
 - (i) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or
 - (ii) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

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

(3) Where an employee is permitted to purchase a period of war service under the *BC Pension Act* at retirement, he/she may use all or part of his/her entitlement for the purchase of war service.

27.16 Salary Rate Upon Employment

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

27.17 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one (1) five-minute telephone call home, to or within British Columbia, for each night away.

27.18 Salary Rate on Demotion

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

27.19 Hourly, Daily and Partial Month Calculations

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

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

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

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

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

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7 hours).

When an article in this Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

27.20 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:
- (1) Employer endorsed education, training and career development activities, or
 - (2) Employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to sixty dollars (\$60) per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to thirty dollars (\$30) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) working days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

27.21 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim thirty dollars (\$30) per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Classification Plan**

The Employer agrees to supply the President of the Union or his/her designate with the classification specifications for those classifications in the bargaining unit.

28.2 Job Evaluation Plan and

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly introduction of, or change in job evaluation plans, a Joint Committee with equal representation of the parties will be formed.
- (c) The Committee shall formulate the job evaluation plans within the Bargaining Unit and shall make joint recommendations to the bargaining principals for ratification.
- (d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.3.
- (f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series.

28.3 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

28.4 Expedited Classification Appeal Process

- (a) An employee or manager must identify a substantive change or changes in the duties of the position or missing duties of the position. They will submit, in writing to the Committee, those changes or missing duties.
- (b) The Joint Job Evaluation Committee will review the employee or manager submission and any other pertinent data and make comparisons using the Job Evaluation Plan. If the employee or manager have not demonstrated a substantive change in the duties of the position or missing duties, the committee will reply that it either needs more information to consider, or the committee will turn the appeal down, in writing.
- (c) If the employee or manager can demonstrate a substantive change or missing duties and the committee can reach mutual agreement on the changes to the job description and rating, then the revision becomes an agreed to position and will be forwarded to the employee in writing.
- (d) If the Committee is unable to reach mutual agreement, a referee will be appointed from the Union and a referee will be appointed from the Employer to resolve the dispute. If the referees reach agreement, their decision is binding on the Parties. The decision will be communicated to the Committee who will inform the employee in writing and make necessary changes.
- (e) In the event the referees are unable to reach agreement, the matter will be placed before an Arbitrator who is skilled in classification matters and who has been mutually agreed to. The process for the arbitration shall be as follows:
 - (1) Written submissions to the Arbitrator may be presented if mutually agreed by the Parties. The submissions will identify factors in dispute and present arguments in favour of the position advocated. The Parties will have an opportunity to rebut the arguments of the other side.
 - (2) Oral presentation will follow the same format with the following provisions:
 - (i) The proceeding will take no more than three (3) hours.
 - (ii) Swearing-in of witnesses may take place if the Arbitrator deems it necessary.
 - (iii) There will be no more than one (1) person attending with the Union Representative and one (1) person with the Employer Representative.
 - (iv) Counsel for the employee will be a staff representative from the Union. Counsel for the Employer will be a representative from Management. There will be no outside representation.

(3) *Timelines*

- (i) The Committee will jointly meet as requested by either party to review any matters raised by employees or managers.
- (ii) Within thirty (30) days of an issue being referred to the internal referees, they will meet and come to a conclusion on the disposition of the issue.
- (iii) If the referees refer the matter to arbitration, the Arbitrator convenes a hearing with the Parties within thirty (30) days.
- (iv) The Arbitrator will give a binding decision within fourteen (14) days of the hearing. It will include a short, written decision summarizing the reasons for the decision.
- (v) Time lines may be extended by mutual agreement.

The Parties, Referees and Arbitrator shall at all times bear in mind that costs of these expedited proceedings should be kept to a minimum, which will allow equity to be preserved.

ARTICLE 29 - JOINT COMMITTEE

29.1 Establishment of Joint Committee

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The minimum size of this Committee shall be two (2) Union representatives and two (2) senior Employer representatives, and the maximum size shall be four (4) Union representatives and four Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees. Employees appointed to the Joint Committee shall be employees of Tourism British Columbia.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every thirty (30) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee. The Joint Committee shall operate as a 'committee of the whole' with each member bringing something of value to the table and each member is equal to other members.

29.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) *General Matters*
 - (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
 - (2) Correcting conditions causing grievances and misunderstanding.

(3) Reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs

(4) Reviewing matters unresolved and referred to it by an Occupational Health and Safety Committee. Upon receipt of such a referral the Committee co-chairpersons shall notify the principals. The Committee may make recommendations regarding health and safety issues to the principals.

(5) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e) (Educational Leave).

(c) *Reorganizations*

In the event of any substantial reorganization, which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

(d) *Layoff and Recall*

(1) The Joint Committee shall provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of employees who are subject to layoff.

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

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

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

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

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

(7) The Committee may recommend a plan to deal with multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations. The Employer shall notify employees affected by this provision a minimum of sixty (60) work days prior to the effective date of layoff. If the employee has not had the opportunity to work sixty (60) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the sixty (60) days during which work was not made available.

(8) Where "*comparable*" is used, an employee shall not utilize the displacement/bumping options to obtain a promotion.

(e) *Rehabilitation*

(1) The role of the Joint Committee with regards to rehabilitation is to:

(i) improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;

- (ii) improve rehabilitation programs to return employees to their own or other occupation as soon as possible;
 - (iii) identify and address systemic causes of illness and injury and consequent STIIP/LTD usage;
 - (iv) clearly establish responsibility for case management within Tourism British Columbia, with the Committee providing advice and recommendations as required. Such recommendations may include improved placement option for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 1, Part IV (d)(4);
 - (v) ensure sharing of all information pertinent to a case with the parties involved. Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared;
 - (vi) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed averages. Where health and safety measures may be indicated or where otherwise appropriate, the Committee may coordinate their investigation with the Joint Occupational Health and Safety Committee and make recommendations to the parties depending on the findings;
 - (vii) Review current forms used for STIIP, LTD and Rehabilitation in order to make them simpler and more effective and/or eliminate duplication;
 - (viii) Develop provisions for expansion of the Joint Committee to include representation from the College of Physicians and Surgeons on matters which relate to the practice of occupational medicine as it relates to the effective administration of the STIIP and LTD plans.
- (2) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 1, Part IV – Rehabilitation.
- (3) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interest of the employee and the Employer, shall make recommendations to the CEO.
- (4) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the CEO.
- (5) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the bargaining principals for final disposition.
- (6) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

ARTICLE 30 - SECONDMENT**30.1 Definition**

"*Secondment*" means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.

30.2 Notice of Secondment

The Employer agrees to make every effort to provide an employee with four (4) weeks written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

30.3 Provisions of BCGEU Agreements to Apply

The provisions of the applicable current Union/Employer collective agreements will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant agreements.

30.4 Employer's Representative Designated to Handle Grievances at the 2nd Step

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance, the employee will discuss the grievance with his/her supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

ARTICLE 31 - AUXILIARY EMPLOYEES**31.1 Auxiliary Employees Preamble**

The Employer will make every reasonable effort to identify job vacancies and to fill those vacancies on a permanent basis. However, when auxiliaries are hired the following will apply:

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 1827 hours in thirty-three (33) pay periods and who are employed for work which is of a continuous full time or continuous part time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.
- (c) For the purposes of (b) above and Clauses 31.6, 31.9, 31.11 and 31.12, hours worked shall include:
 - (1) hours worked at the straight-time rate;
 - (2) hours compensated in accordance with Clause 31.10;
 - (3) hours that a seniority rated auxiliary employee cannot work because he/she is on a recognized WCB claim arising from his/her employment with the Government to a maximum of two hundred and ten (210) hours of missed work opportunity within eight (8) calendar weeks from the beginning of the claim;
 - (4) annual vacation pursuant to Clause 31.11(d);
 - (5) compensatory time off provided the employee has worked 1827 hours in thirty-three (33) pay periods;

- (6) missed work opportunities during leaves pursuant to Clause 2.10(a), except that during the first fifteen (15) months of employment such credit shall be limited to one hundred and five (105) hours;
- (7) leaves pursuant to Clause 2.10(b).

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for one hundred and forty (140) hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

(d) For the purposes of (b) above and Clauses 31.6, 31.9, 31.11 and 31.12, hours beyond the two hundred and ten (210) hours in (c)(3) above, that an auxiliary employee cannot work because he/she is on a recognized WCB claim arising from his/her employment with Tourism British Columbia are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

31.2 Internal Status for Applying for Regular Positions

- (a) Auxiliary employees who have successfully completed their initial probationary period, will be recognized as in-service applicants when applying for regular positions.
- (b) Subject to Clause 31.4—Loss of Seniority, an auxiliary employee who has successfully completed their initial probationary period prior to application for a regular position, or an auxiliary employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their length of service as an auxiliary employee recognized in accordance with Section 8(2) of the *Public Service Act*.
- (c) Auxiliary employees who have successfully completed their initial probationary period, as outlined in (b) above and who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Clause 27.16—Relocation Expenses.

31.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority on the basis of:
 - (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Clause 31.10;
 - (iii) annual vacation in accordance with Clause 31.11(d);
 - (iv) leave pursuant to Clause 31.12 or Clause 31.6(c);
 - (v) compensatory time off provided the employee has worked 1827 hours in thirty – three (33) pay periods;
 - (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) except that during the first fifteen (15) months of employment such credit shall be limited to one hundred and five (105) hours;
 - (vii) leaves pursuant to Clause 2.10(b).
- (2) The total hours above shall be converted to a seven (7)-hour shift to establish seniority.
- (3) Upon completing thirty (30) work days (7-hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) work days.

- (b) Subject to Clause 31.4, an auxiliary employee shall retain his/her service and classification seniority if he/she is moved by the Employer from one location to another.
- (c) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by Tourism British Columbia, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
- (d) A current service seniority list shall be available on request and available to the Joint Committee.

31.4 Loss of Seniority

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than nine (9) months; or
- (d) he/she becomes a regular employee.

31.5 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within the same classification and series and the same geographic location.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a geographic location, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired pursuant to Article 34-Special Employment Programs, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 31.4(a) upon completion of their project or program.
- (e) Auxiliary employees are responsible for advising their work unit, in writing, of their current phone number, address, radio call numbers, etc., and for the accuracy and completeness of the information provided.
- (f) Auxiliary employees who are unavailable in the following circumstances, will not lose their auxiliary employee status:
 - (1) absence on a WCB claim;
 - (2) maternity leave, parental leave or adoption leave;
 - (3) absence on bereavement as per Clause 31.6(c);
 - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) working days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) working days;

- (7) Union leave per Clause 2.10;
 - (8) jury duty;
 - (9) medical or dental appointments;
 - (10) approved leave under Clause 31.11(b);
 - (11) an offer of work which is less than 3½ hours duration;
 - (12) an offer of work which would constitute a short changeover (Clause 15.4).
- (g) (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with ten (10) days written notice.
- (h) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (i) The Employer is not required to recall auxiliary employees who have already accumulated 1827 hours in 26 pay periods.
- (j) (1) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform his/her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (2) Where an employee commences work he/she shall receive three and one-half (3½) hours pay at his/her regular rate unless:
- (i) his/her work is suspended for reasons completely beyond the control of the Employer; or
 - (ii) the duration of the work assignment is known in advance by the employee; in which instances the provisions of (j)(1) shall apply.

31.6 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Article 11-Seniority, Article 13-Layoff and Recall, Article 17-Paid Holidays, Article 18-Annual Vacations, Article 19-Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20-Special and Other Leave, Article 21-Maternity, Parental and Pre-Adoption Leave, and Article 25-Health and Welfare, do not apply to auxiliary employees. The provisions of other Articles apply to auxiliary employees, except as otherwise indicated.
- (b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, First Nation or Municipal election or a referendum shall have four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast his/her ballot.
- (c) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).

- (d) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of:

- 61¢ (effective April 1, 2006)
- 62¢ (effective April 1, 2007)
- 63¢ (effective March 30, 2008)
- 64¢ (effective March 29, 2009)

per working hour, up to a maximum of:

- \$42.70 (effective April 1, 2006)
- \$43.40 (effective April 1, 2007)
- \$44.10 (effective March 30, 2008)
- \$44.80 (effective March 29, 2009)

per biweekly pay period.

31.8 Weekly Indemnity

- (a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight time compensation and the compensation paid in accordance with Clause 31.7 in the six (6) most recent biweekly pay periods in which earnings occurred.
- (b) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth day of illness.
- (c) Subject to Clause 31.8(b), full benefits will be reinstated:
- (1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness, and accumulates one hundred and fifty (150) more hours of auxiliary seniority;
 - (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness, and accumulates four hundred (400) more hours of auxiliary seniority.
- (d) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (e) The benefits described in this Clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
 - (2) whose illness is occupational and is covered by Workers' Compensation;

- (3) whose illness is intentionally self-inflicted;
- (4) whose illness results from service in the Armed Forces;
- (5) whose illness results from riots, wars or participation in disorderly conduct;
- (6) who is ill during a period of paid vacation;
- (7) whose illness is sustained while he/she is committing a criminal offence;
- (8) who is engaged in an employment for a wage or profit;
- (9) who is ill during a strike or lockout at the place where he/she was employed if that illness commences during the strike or lockout;
- (10) who is serving a prison sentence;
- (11) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because he/she is not in Canada;
- (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

(f) The parties agree that the complete premium reduction from Human Resource Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

31.9 Medical, Dental and Group Life Insurance

- (a) Auxiliary employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3, 25.4 and 25.9 after completion of 1827 hours worked in thirty-three (33) pay periods or after working three (3) consecutive years without loss of seniority and maintaining 1200 hours worked at the straight time rate within the previous twenty-six (26) pay periods. Such auxiliary employees eligible for benefits under this Clause will not receive the payment under Clause 31.7.
- (b) An auxiliary employee will cease to be entitled to coverage under (a) above when he/she loses his/her seniority in accordance with Clause 31.4(a), (b), (c) or (d).
- (c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

31.10 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
 - (1) worked the day before and the day after a paid holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and five (105) hours at the straight time rate in the previous thirty (30) days.

This clause shall not apply to employees who have been terminated and not on layoff status.

(b) An auxiliary employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

straight time hours worked in the previous thirty (30) calendar days divided by the straight time hours of work of a full-time employee for the same thirty (30) calendar day period multiplied by the hourly rate multiplied by seven.

(c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17-Paid Holidays. The day off in lieu provided through the application of Article 17 shall be compensated on the basis of the formula in (b) above.

(d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight time for hours worked on the holiday.

31.11 Annual Vacations

(a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly.

(b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to fifteen (15) workdays, not to exceed one hundred and five (105) hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven (7) work days prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

(d) Auxiliary employees who have completed 1827 hours worked in thirty-three (33) pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.6 any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

(f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2.

(g) Vacation leave shall be scheduled in accordance with the provisions of the applicable Article, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.

(i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4, 18.6, 18.7, 18.8 and 18.9.

31.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIIP), Clauses 20.2, 20.3, 20.4, 20.5, 20.9, 20.11, 20.12, 20.13, 20.18 and Article 21 as follows:

- (a) An employee will be entitled to benefits under this Clause after completion of 1827 hours worked in thirty-three (33) pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when he/she:
 - (1) fail to maintain 1200 hours worked at the straight time rate within the previous twenty-six (26) pay periods except as provided under Article 21-Maternity, Parental and Adoption Leave,
 - (2) loses their seniority in accordance with Clause 31.4(a), (b), (c), or (d).
- (c) Benefits will not be paid on layoff except as provided in Appendix 1, Section 1.10.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("*Return to work*" is understood to mean the employee completed at least one-half [$\frac{1}{2}$] of a scheduled work day or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the three-month period immediately preceding absence due to illness.

ARTICLE 32 - GENERAL CONDITIONS

32.1 Part-time Employee Benefits

- (a) Benefits granted to regular part-time employees are pro-rated based on the number of hours the employee works, except for the following benefits which are paid in full:
 - (1) basic medical insurance (MSP)
 - (2) extended health care plan
 - (3) dental plan
 - (4) air travel insurance
 - (5) minimum group life insurance
- (b) Prorated benefits include:
 - (1) service seniority (one year's service seniority for every 1827 hours completed)
 - (2) vacation
 - (3) paid holidays
 - (4) other paid leaves
 - (5) STIIP
 - (6) LTD
 - (7) Superannuation
 - (8) Canada Pension Plan
 - (9) Employment Insurance
 - (10) Worker's Compensation
- (c) Overtime will be paid in accordance with Article 16.10. Annual increment eligibility is based on the acquisition of 1827 hours since the last increment.

32.2 Commuting

- (a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.
- (b) The Joint Committee shall be established to study the matter of employee parking and make recommendations to the parties as required.

32.3 Indemnity

- (a) *Civil Action* - except where a joint Union/Employer Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) *Canada Shipping Act* - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of his/her duties, the employee shall be reimbursed for reasonable legal fees.
- (d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
 - (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.

32.4 Payroll Deductions

An employee shall be entitled to have deductions from his/her salary assigned to be deposited in the Canada Savings Plan.

32.5 Political Activity*(a) Municipal and School Board Offices:*

- (1) Employees may seek election to Municipal and School Board Offices, provided that:
 - (i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee of Tourism British Columbia;
 - (ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the employee at Tourism British Columbia.
- (2) Where the Municipal Council, the School Board or Committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend Committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half (1/2) shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

(b) Federal and Provincial Offices:

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to his/her former position.

32.6 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

(b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT
between
TOURISM BRITISH COLUMBIA
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Effective from October 25, 2006 to March 31, 2010

- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label.
- (d) The Employer will provide copies of the printed Collective Agreement within ninety (90) days. Ninety (90) days may be waived in extenuating circumstances.

32.7 Travel Advance

- (a) Regular employees not covered by a work party advance, and who do not qualify to obtain a corporate card will be provided with an adequate travel advance if they are required to be on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.
- (b) The provisions of (a) will not apply where an employee has agreed to accept and been issued a corporate card.

32.8 Transfer of Employees Into the Public Service Bargaining Unit

When the parties are made aware that employees will be transferred from Tourism British Columbia back to government or a board, agency, commission or any other employer, a Joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees.

32.9 Private Vehicle Damage

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of six hundred dollars (\$600).

32.10 Personal Property Damage

- (a) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of one hundred and fifty dollars (\$150) the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.
- (b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

32.11 Disclosure of Information

The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct his/her concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, he/she will so advise the excluded manager prior to proceeding to the next level of this process.

- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to his/her President and CEO, including the detailed information outlined above.
- (f) Where an allegation involves the President and CEO, the employee shall forward his/her allegation to the Chairperson of the Board.
- (g) These procedures do not relieve an employee from the requirements of his/her Oath of Office, nor do these procedures restrict the employee from exercising his/her rights or obligations under any applicable statute.

32.12 Electronic Monitoring

- (a) Monitoring equipment may be used to protect the safety of employees, clients and persons involved with the Employer or to protect the assets or property of the Employer.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.
- (c) Such equipment will not be installed without prior notification to the Union.

32.13 Inappropriate Use of Managerial/Supervisory Authority

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 action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Procedures

Informal

- (a) Employee may approach the Vice President of Human Resources or the next level of management not involved in the matter in an attempt to resolve the matter informally.

Formal

(b) If there is an allegation of inappropriate use of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(c) If the proposed resolution is not acceptable, the employee may refer the matter through the Union is writing to the CEO or his/her designate within thirty (30) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved;
- the specific actions and dates of the alleged inappropriate use of managerial/supervisory authority;
- names of witnesses;

- an explanation as to why it should be considered inappropriate use of authority;
- the remedy sought; and
- an outline of the steps which have been taken to resolved the matter in (a) above.

These particulars will form the basis of the CEO's consideration and/or investigation and will be those, which are placed before the panel should the matter proceed pursuant to (e). The CEO shall provide the respondent with a copy of the complaint.

(d) The CEO or his/her designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution within thirty (30) days of providing notice to the CEO.

(e) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within thirty (30) days of receiving the CEO's response or when the response was due. The Panel will be comprised of one (1) member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the parties.

The referral to the panel will include the written statement presented at step (c) above and the CEO's response.

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this Clause. The panel will review the written statement and the CEO's response prior to setting the case down for hearing to determine if there is a basis for the complaint. If there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case. Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (1) make findings of fact;
- (2) decide if, on the facts, inappropriate use of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the Collective Agreement.

(f) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action, which may include discipline.

(g) Disciplinary action taken by the Employer, which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

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

ARTICLE 33 - EMPLOYMENT EQUITY

(a) The Employer is committed to providing a work environment free of any form of adverse discrimination.

- (b) The parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*.
- (c) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities within Tourism British Columbia for reasons unrelated to ability to do the job.
- (d) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:
 - (1) opportunities for external recruitment and internal advancement to develop a workplace that is representative of the diversity of the people of British Columbia; and
 - (2) the long term career development and advancement of employees.
- (e) The Joint Committee is authorized to:
 - (1) advise the Employer on employment equity issues and initiatives; and
 - (2) review Employer action plans to ensure they comply with the mandatory procedures and are consistent with Employer employment equity goals.

ARTICLE 34 - SPECIAL EMPLOYMENT PROGRAMS

34.1 New or Additional Programs

Any new or additional programs put forward will be referred to the Joint Committee and/or the BCGEU for approval. The parties recognize that other special employment programs may be created and agree that these programs should be reviewed and approved before implementation.

34.2 Cooperative Education Training Program

The purpose is to establish the salary rate and working conditions for students hired under the Cooperative Education Training Program within Tourism British Columbia.

- (a) Employees hired under the Cooperative Education Training Program will be considered auxiliary employees and receive the appropriate benefits as per this Agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this Article will correspond to the requirements of their academic program.
- (c) Coop education will be considered supernumerary to the established work force. As such, Article 31.5(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with Appendix 3 at Level 2 or 4 as appropriate.
- (f) The standard hours of work for employees under this program will be seven (7) hours per day and thirty-five (35) hours per week.
- (g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than ten (10) hours in one (1) day and seventy (70) hours in a biweekly period.

- (h) Employees hired under the Cooperative Education Training Program shall be assigned work that augments their field of study.

ARTICLE 35 - LIMITED EMPLOYMENT AND PRIVATIZATION

35.1 Limited Employment

In extraordinary or emergency situations the Employer may hire a temporary employee for a period of up to sixty (60) calendar days. If the person works more than fifty-nine (59) days of contract work, or upon hiring there is known to be more than sixty (60) days of work, the person will be an auxiliary worker. There will be no renewal of such contract.

35.2 Privatization

- (a) *Definitions* - In Clause 35.2 of this Article:

"*Privatization*" means a disposition of assets and/or arrangements for the delivery of services identified in a minute of the Executive Council or Board of Directors as a privatization.

"*Privatization Impact Review Committee*" means a committee of three representatives of the Employer and three representatives of the Union that will meet within ten (10) calendar days of the announcement of a planned privatization.

"*Private Employer*" means an employer other than the Government of the Province of British Columbia or Tourism British Columbia.

- (b) *Privatization Impact Review Committee*

(1) The Privatization Impact Review Committee will meet to examine a privatization or planned privatization. The Employer will inform the Privatization Impact Review Committee of the number and work locations of employees affected by a privatization or planned privatization.

(2) The Privatization Impact Review Committee will meet to review and examine a privatization or planned privatization.

(3) The Privatization Impact Review Committee will examine the privatization or planned privatization to determine the impact of the privatization upon the members of the bargaining unit.

(4) Within fourteen (14) days of meeting pursuant to (b)(2), members of the Privatization Impact Review Committee may make a written report to the President and CEO of the Employer in which a privatization or planned privatization will occur regarding the impact of the privatization or planned privatization upon members of the bargaining unit and may make written recommendations intended to ameliorate the impact of privatization upon the members of the bargaining unit.

- (c) *Employee Options*

(1) In the event that a privatization proceeds and the service and/or operation is privatized, employees who have been offered continued employment with the private employer will have the option of remaining employees of the Employer in accordance with this Article, or becoming employees of the private employer.

(2) Regular employees affected by privatization who have not been offered continued employment with the private employer shall be placed in accordance with their service seniority in the following sequence:

(i) The employee shall select an available comparable vacancy or displacement in accordance with Article 13. The employee must possess the skill and ability to perform the job after a period of job orientation.

In order to facilitate the administration of (i) above, an employee is required to immediately indicate if it is his/her intention to utilize the displacement/ bumping option. The displacement/bumping option shall be voluntary. Should an employee wish to displace/bump, the Employer will identify the least senior employees within the classification.

(ii) If an employee cannot be placed in accordance with (i) above, he/she may select an available comparable vacancy which he/she will be able to perform with a period of training and familiarization. Where an employee is being placed in such a position, the Joint Committee may also consider other training where it is complementary to current internal training.

(iii) The Joint Committee under Clause 35.3 of this Article shall provide for continuing consultation and cooperation between the parties and shall assist with the placement of employees.

(iv) If the employee is not placed under (i), (ii) or (iii) above the employee may select either:

a. temporary assignment to a job within the geographic limitations developed by the Joint Committee for a period of six months. In such circumstances the employee's rate of pay shall be maintained and any negotiated increases shall apply for the period of the temporary assignment, or;

b. severance pay based upon three (3) weeks current salary for each year of service to a maximum of twelve (12) month 'current salary.

c. an employee may choose to take the options available to employees as outlined in Clause 13.2, as follows:

- If an employee refuses one job offer in the same classification and the same geographic location, he/she will be deemed to have resigned but may, if eligible, claim early retirement.
- If an employee refuses one job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as his/her existing position, he/she shall claim early retirement or severance pay as outlined in (b) above.
- If an employee refuses a maximum of two job offers in a different geographic location or with a salary or maximum step pay range comparable to his/her existing position he/she shall claim early retirement or severance pay as outlined in (b) above.
- An employee who fails to select an available comparable vacancy or displacement, or fails to elect between early retirement or severance pay shall be paid severance pay as outlined in this Article.

(v) Upon the expiry of the six (6) month period referred to in (iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, he/she shall be deemed to have resigned his/her employment and shall accept severance pay.

- (vi) An employee who is placed, refuses placement or is displaced shall not be considered to be laid off under this agreement, however regular employees displaced may exercise rights pursuant to Clause 13.2.
- (3) Regular employees affected by privatization who have been offered continued employment with the private employer but who elect to remain as employees of the Employer shall be placed in vacancies in accordance with their service seniority as follows:
- (i) the employee shall follow the procedures in (2)(i), (ii) and (iii) above.
 - (ii) upon the expiry of the six month period referred to in (2)(iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, he/she shall be deemed to have resigned his/her employment.
 - (iii) an employee who is deemed to have resigned under (ii) above shall not be considered to be laid off under this Agreement.
- (4) (i) A regular employee who continues employment with a private employer may, within twelve (12) months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purpose of such application only, his employment with the Employer will be deemed to have continued uninterrupted.
- (ii) If, within a three (3)-year period after a service or operation is privatized, the private Employer providing such service or operation ceases such operation, then the Employer shall ensure that the privatized employee's employment is maintained.
- (iii) In the event that the first contract with the private Employer is not renewed, then employees who had accepted continued employment shall have the right to bid back to vacancies with the Employer for the next ensuing twelve (12) months.
- (5) Where a privatization occurs, the Employer shall maintain funds sufficient to satisfy an amount equivalent to severance pay existing at the date of privatization which will be payable upon the occurrence of circumstances referred to in (4)(ii) or (iii), in an escrowed account.
- (6) Where an auxiliary employee either is not offered employment with a private Employer or elects to remain an employee of the Employer, the Joint Committee shall have the authority to place the auxiliary employee in such manner as it deems fit in accordance with the principles of this Article.

35.3 Referral of Disputes

- (a) A Joint Committee shall be constituted to hear and determine any dispute between the parties over the application, interpretation, operation or alleged violation of this Article.
- (b) The Joint Committee shall consist of five (5) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a chairperson. The chairperson shall be appointed jointly by the parties.
- (c) The Joint Committee shall not have the authority to amend, modify, or otherwise alter this Article or the Collective Agreement.
- (d) If the Joint Committee is unable to resolve any disputes over the interpretation, application, operation or alleged violation of this Article, and any dispute related to the placement of employees under Clause 36.2 of this Article, the chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to this Article.

(e) The Joint Committee shall have the authority, in such circumstances as they deem appropriate, to relieve against the limitations contained in Clause 35.2. Where "*comparable*" is used, an employee shall not utilize the displacement/bumping options of Clause 35.2 to obtain a promotion.

ARTICLE 36 - TERM OF AGREEMENT

36.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2010.

36.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2010, but in any event not later than midnight, January 31, 2010.
- (b) Where no notice is given by either party prior to January 31, 2010, both parties shall be deemed to have given notice under this Clause on January 31, 2010, and thereupon Clause 36.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of Tourism British Columbia.

36.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 36.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

36.4 Change in Agreement

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

36.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

36.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on October 25, 2006.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Rod Harris
President and CEO

Karen Dick
Bargaining Committee

Rose Moss, Vice-President,
Human Resource Development

Fiona Frost
Bargaining Committee

Donna Milner, Manager,
Human Resource Development

Barb Buchan
Bargaining Committee

Nigel Collett, Director,
Information Technology

Cheryl Jones
Staff Representative

Margaret McCormick, Director,
Visitor Services and Sales

Signed this _____ day of _____, 2006.

APPENDIX 1 - SHORT AND LONG TERM DISABILITY**Part I - Short Term Illness and Injury Plan****1.1 Eligibility**

- (a) An employee who is sick is entitled to six (6) days (at regular pay) per year. These days will be accumulated at the rate of one half ($\frac{1}{2}$) day per month when the employee has worked at least ten days at straight time rates each month.
- (b) Regular full-time and part-time employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer. Part-time employees shall have benefits pro-rated based on straight time hours worked.
- (c) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five percent (75%) pay in any one (1) calendar year.
- (d) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) total coverage, consisting of the above six (6) days, prorated at one-half ($\frac{1}{2}$) day per month or what remains of their entitlement, and the remainder of the fifteen (15) weeks at two-thirds ($\frac{2}{3}$) of pay, not to exceed a maximum weekly benefit of four hundred and thirteen dollars (\$413) or the EIC maximum weekly sickness benefit, whichever is higher.
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave with pay up to 152 days for any one claim in lieu of benefits as outlined in Section 1.2.
 - (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if he/she had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of the remainder of their pro-rated entitlement under 1.1(a) and then a benefit of seventy-five percent (75%) of pay for the remainder of the absence not to exceed six (6) months from date of absence, (Short Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Vacation Carryover;
- (4) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter ($\frac{1}{4}$) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12)-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;

- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.8 Entitlement

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a prorated basis.

1.9 EI Premium

The parties agree that the complete premium reduction from Human Resources Development Canada accruing through the improved illness and injury plan will be returned to the Employer.

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six (6) month period identified in Appendix 1, Part 1 shall be a maximum seven (7) month period for auxiliary employees who qualify for benefits pursuant to Article 31.12.

Part II - Long Term Disability Plan

2.1 Eligibility

- (a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
- (2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six (6) months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Article 31.12.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

Coverage in the plan is a condition of employment.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Sections 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
- (1) 70% of the first \$2,300.00 of monthly earnings; and
 - (2) 50% of the monthly earnings above \$2,300.00.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five (25) months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- (c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to the Joint Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the six month access period.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first twenty-five (25) months of disability except where accommodation has been made which enables an employee to work:

- (1) in his/her own occupation, or
- (2) in a job other than his/her own occupation.

Where accommodation has been made which enables an employee to return to work he/she will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Article 27.7(a) at the employee's basic rate at the date of disability.

After the first twenty-five (25) months to total disability, where accommodation has been made that enables an employee to return to a job other than his/her own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or seventy-five percent (75%) of the basic rate of his/her own occupation, whichever is greater.

After the first twenty-five (25) months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-five (25) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to one hundred percent (100%) of his/her earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed one hundred percent (100%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed one hundred percent (100%) of the employee's earnings at the date of disability but in no event for more than twenty-five (25) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-five (25) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90)-day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law; and

- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.7 Successive Disabilities

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (b) In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

(c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

(d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches his/her 65th birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

- (a) Long Term Disability claims will be adjudicated and paid by an agent to be appointed by the Employer.
- (b) Appeal Process
 - (1) A claimant whose application for long term disability benefits has been denied or terminated by the insurer can appeal the decision by submitting new medical information and/or by requesting a review.

- (2) Where the insurer denies benefits due to insufficient medical evidence, the claimant will have 60 days from receiving notice to provide satisfactory evidence to support the claim.
 - (3) During the appeal process the file may be reviewed by medical consultants, legal counsel, and/or the claimant may be required to undergo an independent medical examination (IME) by a medical doctor chosen by the insurer. The insurer will advise the claimant and policyholder in writing if an IME is required. All expenses initiated by the insurer will be borne by the insurer. An IME may result in a delay in the appeal process; however, all efforts are made to have the appointment scheduled as soon as possible in order to provide a prompt decision to the claimant.
 - (4) If through the appeal process the claim is approved, the insurer will communicate its decision in writing to the claimant and the policyholder, and payments will be issued, retroactively, if warranted. If the appeal is denied or the termination decision is upheld, the insurer will forward a letter to the claimant giving the reason(s) for the appeal being denied. The insurer will send a separate letter to the policyholder omitting any medical information.
- (c) Claims Review Committee Process
- (1) In the event a claimant is unsuccessful with the appeal process outlined in 2.13(b), the claimant may request to have the claim advanced to a second and final review for consideration by a Claims Review Committee.
 - (2) The Claims Review Committee will be composed of three physicians with appropriate medical specialization – one designated by the claimant, one by the insurer, and a third as agreed to by both the claimant and the insurer. The Claims Review Committee will be the final decision. If a consensus cannot be reached, then the agreement of two of the three Claims Review Committee members will rule.
 - (3) The final decision will be communicated in writing to the claimant and the policyholder by the Claims Review Committee.
 - (4) The expenses incurred by the Claims Review Committee, e.g. physicians' charges and travel expenses, will be paid by the policyholder.
- (d) Where an employee has disputed the decision of the insurer and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.
- (e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* except where the benefits received for that period under these Acts are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Collective Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

Part III - Joint Advisory Committee

The purpose of the Committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 1. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

Part IV - Rehabilitation

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her own occupation, the following shall apply:

- (a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of his/her own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment. An employee who fails to:
 - (1) sign the application form;
 - (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Joint Committee Principles;
 - (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program

shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

- (c) The application shall be completed and returned to the Employer who shall within 10 work days forward the application to the Joint Committee. The Committee members shall be provided with copies of the application.
- (d) The Joint Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
 - (1) if the application is properly before the Committee;
 - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:
- (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.
- (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, he/she shall be subject to Article 13-Layoff and Recall of the Agreement excluding displacement options pursuant to Clauses 13.2 and 13.3(c)(2).
- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Joint Committee.
- (2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Joint Committee while on STIIP. In such cases, Part IV(c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 1.
- (g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Joint Committee.

APPENDIX 2 – EXCLUDED CLASSES

Persons employed at Pay Bands A, B, C and D;

Persons in executive support of the CEO;

Persons employed as: Sales Manager; Manager, Tourism Product Services; Manager, Financial Services; Controller, BC Magazine; Coordinator, Human Resource Development; Manager, Information, Access and Privacy.

Persons locally engaged outside of British Columbia;

Persons appointed on a temporary limited basis for a specific term less than thirty-one (31) calendar days;

The parties recognize that exclusions to the bargaining unit is an important and complex issue. To facilitate resolution of this issue, the Employer will provide to the Union a list of all excluded positions, an organizational chart and job descriptions for excluded positions by July 1 of each year, those positions that have changed duties or title, including updating Appendix 2.

APPENDIX 3 – CLASSIFICATION AND RATES OF PAY**Tourism British Columbia Classification Series****A Administrative**

Continuing responsibility for one or more of the following duties:

- The provision of internal management administrative services such as property and facility management;
- The recommendation of policy;
- The development or assistance in the development of new and/or improved administrative methods and procedures requiring operational knowledge acquired in the program area;
- The administration of programs, or segments of programs, providing various services to the public;
- The conduct of inspections or investigations to ensure compliance with administrative regulations;
- The administration of various types of licensing or regulatory operations;
- Positions in support of the administrative function;
- The supervision and technical direction of any of the above duties.

F Financial

Continuing responsibility for one or more of the following duties:

- The planning, execution and control of accounting, budgetary and financial management practices, systems and procedures;
- The provision of functional direction and advice on the control and use of financial resources;
- The development, establishment and improvement of financial administration policies, accounting systems and procedures;
- The provision of advise on the financial consequence of proposed programs and activities, and on the solution of financial and accounting problems;
- The estimation of financial requirements to carry out programs and activities and the analysis of revenues and expenditures in relation to current budgets and long-range forecasts;
- The maintenance of accounting records and systems, the preparation of financial statements, or the compilation of financial statistics;
- Responsibility for account verification and payment requisitioning procedures to ensure that payments are made in accordance with legislation, policies and regulations;
- The establishment or maintenance of procedures and controls for the identification, claiming, collection and recording of revenues and public money;
- The establishment or maintenance of procedures and controls to confirm the compliance of transactions with the provisions of statutes, regulations, agreements or contracts;
- The supervision and technical direction of any of the above duties.

IT Information Technology

Continuing responsibility for one or more of the following duties:

- The establishment and implementation of goals, objectives, plans, policies and strategies for information systems activities;
- The feasibility, specification, development construction, testing and implementation of new or replacement information systems or related products;
- The delivery and maintenance of information systems service to users/clients;
- The development or maintenance of web-based information systems;

- The supervision and technical direction of any of the above duties.

DOES NOT INCLUDE:

- The utilization of information systems software, programs, applications, hardware, etc. as a tool to support the primary business focus or purpose of the position. I.e. the development of a database for business purposes where corporate standards are set by others.

R Research

Continuing responsibility for one or more of the following duties:

- The identification, collection, analysis, evaluation and presentation of data in order to uncover latent facts, trends or relationships;
- The carrying out of research projects in a particular field such as statistics, economics, vital statistics, social services, labour, finance, etc.;
- The formulation of conclusions, prepare articles for publication, answer public inquiries in the particular field, cooperate with other research agencies in supplying and obtaining data;
- The supervision and technical direction of any of the above duties.

SW Stockworker

Continuing responsibility for one or more of the following duties:

- The performance in tasks or assistance in tasks associated with a warehouse;
- Transporting articles to and from the stores;
- Loading and unloading stock;
- Taking stock inventories;
- Sorting and placing articles on shelves;
- Keep stock records and files;
- Requisitioning new stock;
- Parcel and package articles for mailing and shipping;
- The supervision and technical direction of any of the above duties.

Special Employment Programs**COOP Coop Education Program**

TOURISM BRITISH COLUMBIA UNIONIZED SALARY SCALES

TBC Level	Step	Effective			Effective		
		01-Apr-06			01-Apr-07		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
1	Step 1						
	Step 2						
	Step 3						
	Step 4						
2	Step 1						
	Step 2	30,567.64	1,171.65	16.7379	\$31,484.54	\$1,206.80	\$17.2400
	Step 3 *	32,478.23	1,244.89	17.7841	\$33,452.64	\$1,282.24	\$18.3177
	Step 4	34,631.41	1,327.42	18.9631	\$35,670.38	\$1,367.24	\$19.5320
	Step 5	36,369.77	1,394.05	19.9150	\$37,460.86	\$1,435.87	\$20.5125
3	Step 1						
	Step 2	32,486.52	1,245.21	17.7886	\$33,461.24	\$1,282.57	\$18.3224
	Step 3	34,522.06	1,323.23	18.9033	\$35,557.79	\$1,362.93	\$19.4704
	Step 4	36,687.54	1,406.23	20.0890	\$37,788.16	\$1,448.42	\$20.6917
	Step 5	38,529.11	1,476.82	21.0974	\$39,685.05	\$1,521.12	\$21.7304
4	Step 1						
	Step 2	34,762.75	1,332.45	19.0350	\$35,805.55	\$1,372.42	\$19.6061
	Step 3 *	36,946.28	1,416.15	20.2307	\$38,054.73	\$1,458.63	\$20.8376
	Step 4	39,274.56	1,505.39	21.5056	\$40,452.79	\$1,550.55	\$22.1507
	Step 5	41,245.99	1,580.96	22.5851	\$42,483.50	\$1,628.39	\$23.2627
5	Step 1	35,007.93	1,341.85	19.1693	\$36,058.15	\$1,382.11	\$19.7444
	Step 2	37,207.07	1,426.14	20.3735	\$38,323.18	\$1,468.92	\$20.9846
	Step 3	39,552.30	1,516.04	21.6577	\$40,738.97	\$1,561.52	\$22.3074
	Step 4	42,055.13	1,611.97	23.0281	\$43,316.80	\$1,660.33	\$23.7190
	Step 5	44,166.13	1,692.88	24.1841	\$45,491.01	\$1,743.67	\$24.9095

TBC Level	Step	Effective			Effective		
		01-Apr-06			01-Apr-07		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
6	Step 1	37,479.83	1,436.60	20.5228	\$38,604.26	\$1,479.70	\$21.1385
	Step 2	39,839.73	1,527.05	21.8150	\$41,034.83	\$1,572.86	\$22.4695
	Step 3	42,353.92	1,623.42	23.1917	\$43,624.48	\$1,672.12	\$23.8875
	Step 4	45,044.32	1,726.54	24.6649	\$46,395.52	\$1,778.34	\$25.4048
	Step 5	47,305.37	1,813.21	25.9030	\$48,724.51	\$1,867.61	\$26.6801
7	Step 1	40,097.29	1,536.93	21.9561	\$41,300.33	\$1,583.04	\$22.6148
	Step 2	42,655.13	1,634.97	23.3567	\$43,934.86	\$1,684.02	\$24.0574
	Step 3	45,365.84	1,738.87	24.8410	\$46,726.85	\$1,791.04	\$25.5862
	Step 4	48,313.68	1,851.86	26.4551	\$49,763.12	\$1,907.42	\$27.2488
	Step 5	50,738.83	1,944.81	27.7831	\$52,261.13	\$2,003.16	\$28.6166
8	Step 1	42,972.33	1,647.13	23.5304	\$44,261.62	\$1,696.54	\$24.2363
	Step 2	45,689.40	1,751.27	25.0182	\$47,060.06	\$1,803.81	\$25.7687
	Step 3	48,667.60	1,865.42	26.6489	\$50,127.50	\$1,921.38	\$27.4483
	Step 4	51,849.22	1,987.38	28.3911	\$53,404.80	\$2,047.00	\$29.2429
	Step 5	54,451.85	2,087.13	29.8162	\$56,085.28	\$2,149.74	\$30.7106
9	Step 1	46,103.26	1,767.13	25.2448	\$47,486.25	\$1,820.14	\$26.0021
	Step 2	49,023.39	1,879.06	26.8437	\$50,494.03	\$1,935.43	\$27.6490
	Step 3	52,229.42	2,001.95	28.5993	\$53,796.33	\$2,062.01	\$29.4573
	Step 4	55,650.22	2,133.07	30.4724	\$57,319.78	\$2,197.06	\$31.3866
	Step 5	58,443.64	2,240.14	32.0020	\$60,196.96	\$2,307.34	\$32.9621

TBC Level	Step	Effective			Effective		
		01-Apr-06			01-Apr-07		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
10	Step 1	49,472.77	1,896.29	27.0898	\$50,957.04	\$1,953.18	\$27.9026
	Step 2	52,612.03	2,016.61	28.8088	\$54,190.27	\$2,077.11	\$29.6730
	Step 3	56,058.35	2,148.71	30.6959	\$57,740.06	\$2,213.17	\$31.6167
	Step 4	59,735.65	2,289.66	32.7095	\$61,527.66	\$2,358.35	\$33.6907
	Step 5**	62,734.15	2,404.59	34.3513	\$64,616.06	\$2,476.73	\$35.3818
	Step 6**	66,854.86	2,562.54	36.6077	\$68,860.48	\$2,639.42	\$37.7059
11	Step 1	53,095.29	2,035.14	29.0734	\$54,688.21	\$2,096.19	\$29.9456
	Step 2	56,470.02	2,164.49	30.9213	\$58,164.10	\$2,229.42	\$31.8489
	Step 3	60,174.90	2,306.50	32.9500	\$61,980.19	\$2,375.70	\$33.9385
	Step 4	64,127.89	2,458.02	35.1145	\$66,051.83	\$2,531.76	\$36.1680
	Step 5**	67,346.86	2,581.40	36.8771	\$69,367.29	\$2,658.84	\$37.9835
	Step 6**	71,776.66	2,751.19	39.3028	\$73,929.88	\$2,833.73	\$40.4818

TBC Level	Step	Effective			Effective		
		30-Mar-08			29-Mar-09		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
1	Step 1						
	Step 2						
	Step 3						
	Step 4						
2	Step 1						
	Step 2	\$32,429.07	\$1,243.00	\$17.7572	\$33,239.80	\$1,274.08	\$18.2011
	Step 3 *	\$34,456.22	\$1,320.70	\$18.8672	\$35,317.62	\$1,353.72	\$19.3389
	Step 4	\$36,740.49	\$1,408.26	\$20.1180	\$37,659.01	\$1,443.47	\$20.6209
	Step 5	\$38,584.69	\$1,478.95	\$21.1278	\$39,549.30	\$1,515.92	\$21.6560

TBC Level	Step	Effective			Effective		
		30-Mar-08			29-Mar-09		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
3	Step 1						
	Step 2	\$34,465.08	\$1,321.04	\$18.8720	\$35,326.70	\$1,354.07	\$19.3438
	Step 3	\$36,624.52	\$1,403.81	\$20.0545	\$37,540.14	\$1,438.91	\$20.5559
	Step 4	\$38,921.81	\$1,491.87	\$21.3124	\$39,894.85	\$1,529.17	\$21.8452
	Step 5	\$40,875.61	\$1,566.76	\$22.3823	\$41,897.50	\$1,605.93	\$22.9418
4	Step 1						
	Step 2	\$36,879.72	\$1,413.60	\$20.1942	\$37,801.71	\$1,448.94	\$20.6991
	Step 3 *	\$39,196.37	\$1,502.39	\$21.4628	\$40,176.28	\$1,539.95	\$21.9993
	Step 4	\$41,666.37	\$1,597.07	\$22.8153	\$42,708.03	\$1,636.99	\$23.3856
	Step 5	\$43,758.01	\$1,677.24	\$23.9606	\$44,851.96	\$1,719.17	\$24.5596
5	Step 1	\$37,139.89	\$1,423.57	\$20.3367	\$38,068.39	\$1,459.16	\$20.8451
	Step 2	\$39,472.88	\$1,512.99	\$21.6142	\$40,459.70	\$1,550.82	\$22.1545
	Step 3	\$41,961.14	\$1,608.37	\$22.9767	\$43,010.17	\$1,648.58	\$23.5511
	Step 4	\$44,616.30	\$1,710.14	\$24.4306	\$45,731.71	\$1,752.89	\$25.0413
	Step 5	\$46,855.74	\$1,795.98	\$25.6568	\$48,027.13	\$1,840.88	\$26.2982
6	Step 1	\$39,762.39	\$1,524.09	\$21.7727	\$40,756.45	\$1,562.19	\$22.3170
	Step 2	\$42,265.88	\$1,620.05	\$23.1435	\$43,322.52	\$1,660.55	\$23.7221
	Step 3	\$44,933.22	\$1,722.29	\$24.6041	\$46,056.55	\$1,765.34	\$25.2192
	Step 4	\$47,787.39	\$1,831.69	\$26.1669	\$48,982.07	\$1,877.48	\$26.8211
	Step 5	\$50,186.25	\$1,923.63	\$27.4805	\$51,440.91	\$1,971.73	\$28.1675
7	Step 1	\$42,539.34	\$1,630.53	\$23.2933	\$43,602.82	\$1,671.29	\$23.8756
	Step 2	\$45,252.90	\$1,734.54	\$24.7791	\$46,384.22	\$1,777.90	\$25.3986
	Step 3	\$48,128.66	\$1,844.77	\$26.3538	\$49,331.87	\$1,890.89	\$27.0127
	Step 4	\$51,256.01	\$1,964.64	\$28.0663	\$52,537.41	\$2,013.75	\$28.7679
	Step 5	\$53,828.97	\$2,063.26	\$29.4751	\$55,174.69	\$2,114.84	\$30.2120

TBC Level	Step	Effective			Effective		
		30-Mar-08			29-Mar-09		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
8	Step 1	\$45,589.47	\$1,747.44	\$24.9634	\$46,729.20	\$1,791.13	\$25.5875
	Step 2	\$48,471.87	\$1,857.92	\$26.5417	\$49,683.66	\$1,904.37	\$27.2053
	Step 3	\$51,631.32	\$1,979.02	\$28.2718	\$52,922.11	\$2,028.50	\$28.9786
	Step 4	\$55,006.95	\$2,108.41	\$30.1202	\$56,382.12	\$2,161.12	\$30.8732
	Step 5	\$57,767.84	\$2,214.24	\$31.6319	\$59,212.04	\$2,269.59	\$32.4227
9	Step 1	\$48,910.84	\$1,874.75	\$26.7821	\$50,133.61	\$1,921.62	\$27.4517
	Step 2	\$52,008.85	\$1,993.49	\$28.4785	\$53,309.08	\$2,043.33	\$29.1905
	Step 3	\$55,410.22	\$2,123.87	\$30.3410	\$56,795.47	\$2,176.97	\$31.0995
	Step 4	\$59,039.37	\$2,262.97	\$32.3282	\$60,515.36	\$2,319.55	\$33.1364
	Step 5	\$62,002.87	\$2,376.56	\$33.9509	\$63,552.94	\$2,435.98	\$34.7997
10	Step 1	\$52,485.75	\$2,011.77	\$28.7396	\$53,797.89	\$2,062.07	\$29.4581
	Step 2	\$55,815.98	\$2,139.42	\$30.5632	\$57,211.38	\$2,192.91	\$31.3272
	Step 3	\$59,472.26	\$2,279.57	\$32.5652	\$60,959.07	\$2,336.56	\$33.3794
	Step 4	\$63,373.49	\$2,429.10	\$34.7014	\$64,957.83	\$2,489.83	\$35.5690
	Step 5**	\$66,554.54	\$2,551.03	\$36.4433	\$68,218.40	\$2,614.81	\$37.3544
	Step 6**	\$70,926.30	\$2,718.60	\$38.8371	\$72,699.46	\$2,786.56	\$39.8081
11	Step 1	\$56,328.86	\$2,159.08	\$30.8440	\$57,737.08	\$2,213.06	\$31.6151
	Step 2	\$59,909.02	\$2,296.31	\$32.8044	\$61,406.75	\$2,353.72	\$33.6245
	Step 3	\$63,839.59	\$2,446.97	\$34.9567	\$65,435.58	\$2,508.14	\$35.8306
	Step 4	\$68,033.38	\$2,607.71	\$37.2530	\$69,734.21	\$2,672.91	\$38.1844
	Step 5**	\$71,448.31	\$2,738.61	\$39.1230	\$73,234.51	\$2,807.07	\$40.1010
	Step 6**	\$76,147.78	\$2,918.74	\$41.6962	\$78,051.47	\$2,991.71	\$42.7387

*** Cooperative Education Program:**

Level 2 (TBC 2 Step 3) – Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a diploma or Bachelor's degree.

Level 4 (TBC 4 Step 3) – Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree.

** *ISB Only*

Research Positions

TBC Level	Step	Effective April 1, 2007			Effective March 30, 2008			Effective March 29, 2009		
		Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly	Annual	B/Weekly	Hrly
8	Step 1	\$46,474.52	\$1,781.36	\$25.4481	\$47,868.76	\$1,834.81	\$26.2115	\$49,065.48	\$1,880.68	\$26.8668
	Step 2	\$49,412.97	\$1,893.99	\$27.0571	\$50,895.36	\$1,950.81	\$27.8688	\$52,167.75	\$1,999.59	\$28.5655
	Step 3	\$52,634.12	\$2,017.46	\$28.8209	\$54,213.14	\$2,077.98	\$29.6855	\$55,568.47	\$2,129.93	\$30.4276
	Step 4	\$56,074.80	\$2,149.34	\$30.7049	\$57,757.05	\$2,213.82	\$31.6260	\$59,200.97	\$2,269.17	\$32.4167
	Step 5	\$58,889.64	\$2,257.23	\$32.2462	\$60,656.33	\$2,324.95	\$33.2136	\$62,172.74	\$2,383.08	\$34.0439
9	Step 1	\$49,860.66	\$1,911.15	\$27.3022	\$51,356.48	\$1,968.49	\$28.1213	\$52,640.39	\$2,017.70	\$28.8243
	Step 2	\$53,018.92	\$2,032.21	\$29.0316	\$54,609.49	\$2,093.18	\$29.9025	\$55,974.73	\$2,145.51	\$30.6501
	Step 3	\$56,486.21	\$2,165.11	\$30.9302	\$58,180.80	\$2,230.06	\$31.8581	\$59,635.32	\$2,285.82	\$32.6545
	Step 4	\$60,185.68	\$2,306.91	\$32.9559	\$61,991.25	\$2,376.12	\$33.9446	\$63,541.03	\$2,435.52	\$34.7932
	Step 5	\$63,206.89	\$2,422.71	\$34.6102	\$65,103.10	\$2,495.40	\$35.6485	\$66,730.67	\$2,557.78	\$36.5397
10	Step 1	\$53,504.77	\$2,050.83	\$29.2976	\$55,109.91	\$2,112.36	\$30.1765	\$56,487.66	\$2,165.17	\$30.9310
	Step 2	\$56,900.04	\$2,180.97	\$31.1568	\$58,607.04	\$2,246.40	\$32.0915	\$60,072.22	\$2,302.56	\$32.8938
	Step 3	\$60,627.18	\$2,323.83	\$33.1976	\$62,446.00	\$2,393.55	\$34.1936	\$64,007.15	\$2,453.39	\$35.0484
	Step 4	\$64,604.23	\$2,476.27	\$35.3754	\$66,542.36	\$2,550.56	\$36.4366	\$68,205.92	\$2,614.33	\$37.3475
	Step 5	\$67,846.87	\$2,600.56	\$37.1509	\$69,882.28	\$2,678.58	\$38.2655	\$71,629.34	\$2,745.55	\$39.2221
11	Step 1	\$57,422.43	\$2,201.00	\$31.4428	\$59,145.10	\$2,267.03	\$32.3861	\$60,623.73	\$2,323.70	\$33.1957
	Step 2	\$61,072.45	\$2,340.90	\$33.4415	\$62,904.62	\$2,411.13	\$34.4447	\$64,477.24	\$2,471.41	\$35.3058
	Step 3	\$65,079.06	\$2,494.47	\$35.6354	\$67,031.43	\$2,569.31	\$36.7044	\$68,707.22	\$2,633.54	\$37.6220
	Step 4	\$69,354.39	\$2,658.35	\$37.9764	\$71,435.02	\$2,738.10	\$39.1157	\$73,220.90	\$2,806.55	\$40.0936
	Step 5	\$72,835.65	\$2,791.78	\$39.8826	\$75,020.72	\$2,875.54	\$41.0791	\$76,896.24	\$2,947.43	\$42.1061

APPENDIX 4 – ADVANCE PAYMENT OF GROUP LIFE BENEFITS

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.4 are as follows:

1. Death must be "*expected*" within twenty four (24) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of fifty thousand dollars (\$50,000).
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

APPENDIX 5 – JOB SHARING

FOREWORD

This directive applies to all regular employees who are employed at Tourism British Columbia:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"*Job sharing proposal*" a document, initiated by two employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"*Job sharing arrangement*" where two part-time employees perform the duties of a position previously performed by one full-time employee.

"*Partners*" part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR
- two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position.

A job sharing proposal must be presented to an excluded manager for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this policy.

Approval of the job sharing proposal is at the discretion of the excluded manager. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed as a regular employee;
- at the same classification level or higher than the position being shared;
- performing his/her current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the Collective Agreement and the *Labour Relations Code*, i.e. Probation, and Lateral Transfer, and Demotion.

The appointment letter should address whether or not the employee's hours may be increased up to full-time due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance (see the Supplementary Information section for further details).

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the excluded manager; nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Employer will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share.

Termination of Job Sharing Arrangement by Employer

The Employer may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons.

Filling of Vacated Job Shared Position

It is at the discretion of the excluded manager, in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g. approve a subsequent job sharing proposal, fill the position on a full-time basis.

The vacancy created by one partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

The CEO is authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;
- delegate in writing the above responsibility to other individuals within Tourism British Columbia.

Accountabilities

The Employer is accountable for ensuring that: a mechanism is in place to review and respond to job sharing proposals.

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner's (s') most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with
- clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the agreed to terms of the specific job sharing arrangement. If the Employer intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

GUIDELINES**Establishment of Job Sharing Arrangements**

It may be to the advantage of the organization to approve job sharing proposals in the following circumstances:

- the organization will lose a valuable employee whose circumstances prevent him/her from working full time;
- a mix of backgrounds/experience will enhance the operation;
- an employee wishes to phase-into retirement;
- a pool of experienced workers can be kept for full-time positions in the future.

Review of Job Sharing Proposals/Evaluation of Current Job Sharing Arrangements

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Is the proposed partner qualified to do the job?
- Will/has the efficiency, productivity, timeliness, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "*dependent*" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- Does the benefit outweigh the extra benefit/supervisory time costs?
- Is this a stable employment environment, is there any possibility of layoffs in the foreseeable future?
- Are the partners/candidates performing the duties satisfactorily?

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Rod Harris
President and CEO

Karen Dick
Bargaining Committee

Rose Moss, Vice-President,
Human Resource Development

Fiona Frost
Bargaining Committee

Donna Milner, Manager,
Human Resource Development

Barb Buchan
Bargaining Committee

Nigel Collett, Director,
Information Technology

Cheryl Jones
Staff Representative

Margaret McCormick, Director,
Visitor Services and Sales

Signed this _____ day of _____, 2006.

LETTER OF UNDERSTANDING #1
Board And Lodging And Relocation Expenses

Definitions

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

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

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

"*local hire*" is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters or geographic location*" is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"*dependents*" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*House*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"reasonable amount of property" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

(a) *Local Hire:*

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except as specifically authorized by the Agreement.

(c) *Travel Status:*

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either Employer-operated camps or by means of local community services:

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "mobile" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under (d) above, employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be effective April 1, 2006 - \$33.25; April 1, 2007 - \$34.00; March 30, 2008 - \$34.75; March 29, 2009 - \$35.50; per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five (5) days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or twenty (20) days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
- (iii) where employees are on leave with pay for Union business;
- (iv) where employees are in receipt of STIIP in excess of five (5) consecutive days, on approved WCB leave with pay in excess of five (5) consecutive days or on other approved leaves of absence with or without pay for periods in excess of five (5) consecutive days.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this Section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

Part II - Relocation Expenses

2.1 Policy

(a) Relocation expenses will apply:

(1) to regular employees and to auxiliary employees who qualify pursuant to Clause 31.2 who have to move from one headquarters or geographic location to another after completing their probation period and after winning an internal competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses in accordance with current practice will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the current practice.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current practice.

<i>Meals:</i>	Adults - full rate Children 12 and under - one-half rate
<i>Motel or Hotel:</i>	on production of receipts
<i>Private lodging:</i>	at old or new location at current rate

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his/her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven (7) days.

(d) The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

2.3 Living Expenses Upon Relocation at New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of twenty-five dollars (\$25) per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of thirty dollars (\$30) per day up to maximum of sixty (60) days;
- (c) where an employee is receiving the payment in (a) above and is later joined by his/her dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of sixty thousand dollars (\$60,000);
- (c) where necessary, insured storage up to two (2) months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) \$500 for a move not exceeding a distance of 240 kilometres;
 - (2) \$800 for a move which exceeds a distance of 240 kilometres;
 - (3) \$250 where the employee is entitled to receive the amount pursuant to Section 2.7(d).

(f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

(a) On relocation, an employee who owns a mobile home may opt to have his/her mobile home moved by the Employer in either of the following circumstances:

(1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or

(2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

(b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

(i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or

(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of five thousand dollars (\$5,000);

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of sixty thousand dollars (\$60,000);

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of six hundred dollars (\$600) upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of two thousand and five hundred dollars (\$2,500) upon production of receipts.

(d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location \$600;
- (b) when the employee is moving to rental accommodation in the new location..... \$300;
- (c) when an employee is moving with a mobile home \$200;
- (d) when the employee is moving to room and board \$150;

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

On relocation or within one year of the effective date of relocation, an employee who purchases and/or sells his/her private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of eight thousand and five hundred dollars (\$8,500), charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.
- (b) An employee who has sold his/her own home without the aid of a realtor shall be entitled to claim two thousand dollars (\$2,000).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
 - 1% of the first \$50,000 of the purchase price;
 - one-half of 1% of any amount of the purchase price above \$50,000
 - the total cost to the Employer under part (c) shall not exceed \$1,000.
- (3) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one (1) transaction only.
- (4) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Part III

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another (see Agreement Clause 12.8);
- (b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice;
- (c) as a result of a placement pursuant to Article 35;

the employee will be entitled to the following reimbursements in addition to the provisions of LOU #1 Part II, upon production of receipts:

- (a) real estate commission fees not to exceed fifteen thousand dollars (\$15,000). Where a claim is made under this section, there shall be no entitlement to LOU #2 Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed two hundred dollars (\$200) and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of sixty (60) days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which he/she resided immediately prior to relocation is not sold.

LETTER OF UNDERSTANDING #2**Telework**

- (a) The parties agree that the Joint Committee established in Article 29 shall recommend to the bargaining principals:
 - (1) a policy regarding Telework;
 - (2) guidelines and training materials regarding implementation of Telework projects for use by managers and employees; and
 - (3) amendments to the Telework policy as deemed necessary after monitoring Telework projects

consistent with the following provisions:

- (b) For the purposes of this Letter of Understanding:

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

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

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

- (c) (1) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.
 - (2) A telework arrangement may be terminated by either the employee or the Employer providing thirty (30) days' written notice to the other party.
- (d) (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.
 - (2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.
 - (3) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.
- (e) No employee shall telework more than three days a week without mutual consent of all parties.
- (f) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.
- (g) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (h) The employee is responsible to:
 - (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations
 - (2) in consultation with the Occupational Health and Safety Committee or Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view
 - (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work
 - (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies
 - (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

LETTER OF UNDERSTANDING #3

Protocol For Joint Union Management Training Initiatives

The parties share a common interest in developing mechanisms to further facilitate the joint training initiatives specified in Articles 1. The parties will refer issues to the Joint Committee established in Article 29.

The purpose of the Committee is to provide support for joint training initiatives and advice on program content, delivery mechanisms and implementation as appropriate.

The role of the Committee in joint training initiatives is as follows:

- to support and assist in carrying out training needs identification as required;
- to provide input and advice on specific training proposals and initiatives;
- to review current and planned joint training initiatives and provide advice on implementation issues;
- to promote and support joint training initiatives;
- to review program evaluations and make recommendations on changes to the joint programs;
- to participate in training programs, as appropriate;
- with specific regard to Article 29, the Committee will develop a training program for members of Joint Committees dealing with the role of such committees, conflict resolution, consensus building, joint problem solving, agenda development, minute recording and other issues mutually agreed to by the Committee.

LETTER OF UNDERSTANDING #4

Lump Sum Payment

As of October 30, 2006, every employee currently on staff as of October 25, 2006, will receive up to \$4,320 in a one-time payment issued on November 30, 2006.

Those employees that have not received 10 days pay (70 hours) per month commencing November 1, 2004, will have their payment prorated at a rate of \$180 per month.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Rod Harris
President and CEO

Karen Dick
Bargaining Committee

Rose Moss, Vice-President,
Human Resource Development

Fiona Frost
Bargaining Committee

Donna Milner, Manager,
Human Resource Development

Barb Buchan
Bargaining Committee

Nigel Collett, Director,
Information Technology

Cheryl Jones
Staff Representative

Margaret McCormick, Director,
Visitor Services and Sales

Signed this _____ day of _____, 2006.

LETTER OF UNDERSTANDING #5**Re: Appendix 1, Section 2.8(A)**

In the event that the maximum retirement provisions of the *BC Pension Act* are declared inoperative or are otherwise struck down by a Court of competent jurisdiction, Appendix 1, Section 2.8(a) will read:

at the end of the month in which the employee reaches his/her 65th birthday.

LETTER OF UNDERSTANDING #6**Supplemental Unemployment Benefit Plan****A. Supplemental Unemployment Benefit Plan - Maternity Leave**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU Agreement Article 21.1.
2. The maximum number of weeks for which SUB Plan benefits are payable is fifteen (15) weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU Agreement Article 21.3.
2. The maximum number of weeks for which SUB Plan benefits are payable is thirty-five (35) weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING #7**Gain Sharing****between****TOURISM BRITISH COLUMBIA****and****B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION (BCGEU)****IT IS AGREED:**

The parties recognize the mutual benefit of continually improving the performance of Tourism British Columbia.

The parties also believe that the employees and the Employer should share in the benefits from those improvements in performance.

With those benefits in mind, the parties agree to develop a system that will encourage employees to work together to improve performance and share in those tangible improvements. The system will be self-funding in that any benefits realized will come from the saving or revenue gained out of these improvements and any employee benefits will be equally shared.

The measures for performance will be based on targets set and achieved for:

- Hotel Tax Revenues (gateway);
- Corporate Budget (gateway);
- Corporate Revenues (70% of gain share); and
- Stakeholder Satisfaction survey results (30% of gain share).

The metrics and calculation of the above shall be determined by the Employer, and every reasonable attempt shall be made to reach target amounts. Targets can be adjusted for the coming year up to July 31 of each year (July Board meeting).

The system will be based on measures of success for fiscal years 2005/06, and 2006/07 to a maximum of three percent (3%) of employees' straight time salary in each year. Measures will be assessed and any payouts will take place after audited financial statements have been received (approximately late June each year).

The lump sum payment will be available to regular employees who are actively at work. Employees must have contributed at least six (6) months in each fiscal year to be eligible for a prorated payout. New regular employees to the corporation will not be eligible to participate until their six (6)-month probationary period has been successfully completed, then would participate from the date of hire (assuming at least six (6) months in the fiscal year).

It is the intent of the parties to implement the system and communicate the metrics before August 1 of each year. The Joint Committee will be kept informed of any issues related to gainsharing.

LETTER OF UNDERSTANDING #8**Flexible Hours Of Work**

The purpose of this Letter of Understanding is to address temporary flexible hours of work for use at major, planned events such as trade shows, conferences, familiarization tours, etc.

The parties agree that employees may access flexible work arrangements as outlined in Article 14.7 for limited periods of time with mutual agreement with their manager. If an employee is also on a modified work week schedule, the averaging period would be increased to reflect that.

All employees will be treated fairly and consistently, as well as in accordance with Tourism British Columbia's corporate values.

**SIGNED ON BEHALF OF
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President

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Bargaining Committee

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Information Technology

Cheryl Jones
Staff Representative

Margaret McCormick, Director,
Visitor Services and Sales

Signed this _____ day of _____, 2006.

LETTER OF UNDERSTANDING #9**Joint Job Evaluation Process****1. Joint Job Evaluation Committee**

The Joint Job Evaluation Committee (Committee) shall be comprised of representative of the Employer and the Union.

2. Documents for Committee

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

3. Job Evaluation Manual

The Manual for Job Description, Classification and Wage Administration is appended to this Agreement as an appendix. Its provisions, which may be amended from time to time by mutual agreement of the Employer and the Union, shall apply as if set forth in full herein. The Manual explains the preamble, purpose, definitions, and the thirteen (13) factors for describing and classifying positions, the agreed methods for describing and classifying the job, applying the job descriptions and job classes, maintaining the job descriptions and job classes and adjudication of disputes.

4. Wages

The wage scale, job classes and the wage rates shall be as attached hereto, and form part of this Agreement.

5. Process

The process to begin a review of a job is for an employee or their supervisor to contact a member of the Committee with job description changes, in writing.

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Signed this _____ day of _____, 2006.

LETTER OF UNDERSTANDING #10**Project Employees**

The parties have agreed to establish a pilot project to provide an alternate means of undertaking time limited project work. It is anticipated that this pilot will also facilitate a reduction in the number of contractors engaged to do work which could be performed by employees. To meet these objectives, the following provisions will apply:

1. Project employees will be engaged for projects of 12 to 36 months' duration. Where a project employee is retained beyond the 36 month maximum, they will be deemed a regular employee from their initial date of hire.
2. Project employees' terms and conditions of employment shall be those applicable to regular employees under this agreement except as provided in this Letter. Internal status shall not apply except as provided pursuant to #3 below.
3. At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the Collective Agreement following severance, except that internal status will apply for the six months following.
4. Projects for which these employees may be hired shall be as mutually agreed by the Principals, or their designates, within five work days of request, where possible, but no later than 10 work days.
5. This Letter is in effect from April 1, 2007 to March 31, 2010, and may be extended by mutual agreement of the Parties.

LETTER OF UNDERSTANDING #11**Modified Work Week**

The parties agree that the existing Modified Work Week model will be revised to reflect full access to Article 14.8 in exchange for elimination of the April 2000 Modified Work Week model, effective April 1, 2007. The Employer would work with the Joint Committee to implement this revised model, with guidelines.

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