

COLLECTIVE AGREEMENT

between

**CANADA/BRITISH COLUMBIA BUSINESS
SERVICES SOCIETY**

and the

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

Effective from April 1, 2007 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 and Service Employees' Union was certified by the Labour Relations Board of British Columbia on the 5th day of July, 2002.
- (2) "*basic pay*" – means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" – wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (4) "*common-law spouse*" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 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;
- (5) "*continuous employment*" or "*continuous service*" – means uninterrupted employment with the Canada/British Columbia Business Services Society; subject to Clause 11.1;
- (6) "*day of rest*" – in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*demotion*" – means a change from an employee's position to one with a lower maximum salary;
- (8) "*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) "*casual employee*" – meaning an employee who is employed for work which is not of a continuous nature such as:
 1. seasonal positions;
 2. positions created to carry out special projects or work which is not continuous;
 3. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
 4. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
- (9) "*Employer*" – means Canada/British Columbia Business Services Society (the "*Society*").
- (10) "*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;

(11) "*headquarters or geographic location*" – is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties.

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

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

(13) "*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;

(14) "*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;

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

(16) "*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—Casual Employees;

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

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

(19) "*probation*" – for an employee means the first six (6) months worked;

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

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

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

(23) "*rest period*" – is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;

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

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

(26) "*termination*" – is the separation of an employee for cause pursuant to Article 10-Dismissal, Suspension and Discipline, Article 11-Seniority, or Article 31-Casual Employees;

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

- (28) "Union" – means the B.C. Government and Service Employees' Union (BCGEU);
- (29) "workday" – is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (30) "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

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

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 Policy

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

1.4 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.

1.5 Human Rights Code

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

In accordance with Clause 7.4, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within the Society and for extending knowledge relating to the *Human Rights Code* to all employees.

The Society, in co-operation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

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

1.6 Sexual Harassment

The Society, in co-operation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.7.

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

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;

- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

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

1.7 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.5 or 1.6 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

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

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. 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.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the next management level of exclusion, or where no such level exists, the designated member of the Board of Directors, 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 and title of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The President and CEO, or the designated member of the Board of Directors, as appropriate, 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

President and CEO or designated member of the Board of Directors, as appropriate, or such later date as may be mutually agreed by the Society and the Union.

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

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

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

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

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees of the Canada/British Columbia Business Services Society, except those employees in positions mutually agreed to between the parties as excluded and those excluded by the Code.

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 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 their 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 their designate.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives that 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 shall agree on the number of stewards, taking into account operational considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

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

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) 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) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
 - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.
- (b) *With Pay* – leave of absence with basic pay and without loss of seniority will be granted to two (2) employees to sit on the 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;
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one (1) 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.

2.12 Union Representatives

The Employer may, upon written request from the President of the Union or the President's designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, seminar, or conference sponsored by the Employer. Such permission will not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

All employees shall be required, as a condition of employment, to be members of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies 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 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
- (1) the name, location and work telephone number of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.
- (e) The Union will provide the Society with an up-to-date list of stewards' names 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 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 Society concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to Local Chairpersons 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 Society.
- (e) Notwithstanding Clause 7.2(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the President and CEO of the Society of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Society.

7.3 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.

7.4 Policy Meetings

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

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 supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated supervisor through the union steward.
- (b) The designated 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 twenty-one (21) 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 thirty (30) 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 Failure to Act

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

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9—Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

8.8 Administrative Provisions

(a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.

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

(c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 2 recipient by mail within three (3) business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

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

8.9 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 for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the President and CEO of the Society, 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.

8.10 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.

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

8.12 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.

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, 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.

8.14 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 second step, of its desire to submit the difference or allegations to arbitration.

- (b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three (3) business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.
- (c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven (7) weeks from the date that such a hearing is requested.
- (d) The parties agree to select arbitrators in accordance with Appendix 3 - List of Arbitrators.

9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators that 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 that 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-person arbitration board. Both parties shall then have seven (7) days to name their appointee to the three-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 that 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 (½) 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) 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) workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of collective agreement;
 - (6) grievances relating to Article 14—Hours of Work of the collective 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.

- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (c) The arbitrator shall hear the grievances and shall render a decision within two (2) 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.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) A grievance determined by either party to fall within one (1) of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (g) 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 President and CEO, or any official specifically authorized by the President and 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 President and CEO, or any official specifically authorized by the President and CEO may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (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 that might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of (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. Upon request, the employee will be given three (3) working days to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of their appraisal upon request.

10.7 Personnel File

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

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

10.8 Right to Have Steward Present

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

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

10.9 Rejection During Probation

(a) The President and CEO, or any official specifically authorized by the President and 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 they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within thirty (30) days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

(a) Service seniority shall mean the length of continuous service as a regular employee in the bargaining unit. Regular employees in the bargaining unit as of November 1, 2002 shall be credited with service seniority equivalent to their length of continuous service as a regular employee or their

length of service as a continuous auxiliary employee with the Public Service prior to that date. Service seniority for part-time employees shall be prorated on the basis of one (1) year's service seniority for every one thousand eight hundred and twenty-seven (1827) hours completed.

- (b) Service seniority for part-time employees shall be prorated.
- (c) Where two (2) or more regular or casual employees have the same service seniority date, and when mutual agreement cannot be reached, then seniority shall be determined by chance.

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 and for June 30th by September 30th.

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 they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;
 - (3) they are on layoff for more than one (1) year; or
 - (4) except as provided in Clause 13.1(a)(4) they become a casual employee.

11.4 Re-employment

A regular employee who resigns their 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.

11.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;

- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

ARTICLE 12 - SERVICE CAREER POLICY AND CAREER DEVELOPMENT

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.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of one (1) year from the establishment of the list.
- (c) Vacancies of a temporary nature that are known to exceed seven (7) months shall be posted within thirty (30) days.
- (d) Notices shall be posted at least fourteen (14) days prior to the closing date of the competition, except as provided for in Clauses 12.7, 12.8, 12.9 and Article 13 - Layoff and Recall.
- (e) 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.
- (f) 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.
- (g) Temporary vacancies of not more than seven (7) months in duration shall be filled in accordance with the provisions in the collective agreement.

12.2 Union Observer

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

12.3 Selection Procedures

- (a) Appointments 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.
- (b) The initial assessment of applicants shall be a process that appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification, which have been evaluated under the selection standards project. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.
- (c) If the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this

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

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

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

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

12.4 Notification

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

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

12.5 Appeal Procedure

(a) An unsuccessful candidate may request an explanation from the panel chairperson by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, they must request them in writing by electronic mail, telegram, letter or facsimile. Where no written requests have been received by the panel chairperson within fourteen (14) days of the date of mailing notification pursuant to Clause 12.4, the appointment of the successful applicant may be confirmed.

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

(c) An appeal must be processed through the Union and filed at Step 2 of the grievance procedure, within fourteen (14) days after the date of mailing of the panel chairperson's reply.

(d) Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated. Where one (1) or more appeals have been filed arising from competitions with multiple vacancies, with the mutual agreement of the Union, permanent transfers or placements may be made provided that vacancies are retained to accommodate successful appeals. Such agreement shall be in writing and shall not be unreasonably withheld.

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

12.6 Interview Expenses

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

12.7 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) Each request for special consideration shall be judged solely on its merit and mutually agreed by the parties to this collective agreement.

12.8 Training and Development

It is recognized that it is in the mutual interest of the employees of the Society that:

- (a) a skilled work force is maintained through timely and adequate training that is necessary to perform current responsibilities;
- (b) developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing absent staff;
- (c) developmental training is available to satisfy personal long-term educational goals utilizing after-hours time.

It is recognized that training and development activity is a joint responsibility shared between the Employer and the recipient employee.

All training and development opportunities are subject to the availability of individual Society training and development funding, Society training policies and operational requirements. All Society training policies shall be posted by January 31st of each year or made available on request to employees.

12.9 Training

- (a) The Employer shall determine the training necessary for employees to perform the duties of their position.
- (b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7 of the Agreement.

12.10 Training Assistance

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition for job-related courses approved by the Society the guidelines for which are outlined in Clause 12.11 below.
- (b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of seventy-five percent (75%).
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

12.11 Educational Assistance

To qualify for reimbursement, an employee must be a regular employee upon enrolment.

To be approved, the courses described below must be related to the employee's present position or career development:

- (a) on-campus or extension courses taken for credit and given by accredited higher educational institutions;
- (b) correspondence courses taken from recognized schools;
- (c) vocational or business courses taken from recognized schools;
- (d) technical courses taken from recognized engineering/ technical institutions;
- (e) seminars.

All applications for training assistance must be submitted prior to registration in the course.

The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program.

12.12 Conferences and Seminars

- (a) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at Society expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the President and CEO.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.
- (c) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

12.13 In-Service Examination

- (a) Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.
- (b) Eligible candidates participating in a posted competition for a regular position, and who are required to take an examination as a part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.

12.14 On the Job Training

The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Layoff-Less Than Three Years' Service Seniority**

In the event of a layoff, the following shall apply to regular employees with less than three (3) years service:

(a) *Layoff*

(1) Layoff of regular employees with less than three (3) years' service seniority shall be in reverse order of seniority within a classification.

(2) (i) A regular employee designated for layoff may opt to use Clause 13.2(c)(1)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

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

(iii) If an employee is not placed through the option of (a)(1)(ii) above, then they may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior casual employee at the Society at that location and going on the casual recall list.

(4) A regular employee who chooses to go onto the casual recall list pursuant to this section, shall retain their regular status unless they fail to maintain one thousand two hundred (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 casual work will be considered to have casual status for purposes of Clauses 15.3 and 15.4 of the Agreement, and notice of layoff as specified in (b) below.

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

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

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

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

(d) Notwithstanding (a)(4) above, a regular employee with service seniority of less than three (three) years and who is laid off, will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work that is available after a period of familiarization. Recall to available work of four (4) months or longer duration shall be considered to be "*regular*" recall under this section rather than "*casual*" recall under Clause 31.5 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(f) *Severance Pay*

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

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

13.2 Layoff-Three or More Years of Service Seniority

In the event of a layoff of employees with three (3) or more years' seniority, the following shall apply:

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

(b) The Employer shall notify employees affected by Clause 13.2, 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 their regularly scheduled shifts during the six (6) week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

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

(1) The employee to be laid off shall be the employee with the least service seniority in the same classification. The employee shall be placed on the basis of service seniority in accordance with (i) through (viii) below.

	Vacancy/ Displacement	Classification	Geographic Location
(i)	Vacancy	same	same
(ii)	Vacancy	comparable	same
(iii)	Displace	same	same
(iv)	Displace	comparable	same
(v)	Vacancy	same	other
(vi)	Vacancy	comparable	other
(vii)	Displace	same	other
(viii)	Displace	comparable	other

(2) In order to facilitate the administration of Clause 13.2(c)(1) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification.

- (3) For purposes of this clause, an employee may only displace a junior employee with less than three (3) years' seniority.
 - (4) "*Comparable*" includes a job with a salary range not more than four (4) grid levels below the employee's original classification.
 - (5) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three (3) years' seniority as outlined in Clause 13.1, rather than the options available to an employee with three (3) or more years' service seniority.
 - (6) In the event that an employee is not placed pursuant to any of the above options they shall claim Section 5 above or early retirement or severance pay.
- (d) Job offers pursuant to (c) above:
- (1) If an employee refuses one (1) job offer in the same classification, they 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 and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.2(h).
 - (3) If an employee refuses a maximum of two (2) job offers with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clause 13.2(i).
 - (4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 13.2(h).
- (e) In all cases, the regular employee must possess the qualifications 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 appropriate current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
 - (2) In those circumstances where an employee is being placed in a regular vacancy, the Employer shall also consider other training where it is complementary to current in-service training.
 - (3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.
- (g) Employees who relocate pursuant to Clause 13.2 shall be entitled to relocation expenses in accordance with Clause 27.14.
- (h) *Severance Pay*
- Prior to the expiry of the Notice of Layoff, or within thirty (30) days of refusing job offers in accordance with Clause 13.2(d), a regular employee with greater seniority than three (3) years will be entitled to resign with severance pay based upon three (3) weeks current salary for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.
- The employee will not receive an amount greater than twelve (12) months current salary.
- (i) Subject to Clause 13.2(d), employees shall remain at work and on pay until the steps under Clause 13.2(c)(1) are completed provided the employee:
 - (1) has co-operated in the placement process; and

- (2) has opted for displacement; and
- (3) has not opted to use Clause 13.2(c)(5).

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

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be one thousand eight hundred and twenty-seven (1827), which is equivalent to an average of thirty-five (35) hours per week. The one thousand eight hundred and twenty-seven (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 one thousand eight hundred and twenty-seven (1827) hours.

14.2 Work Schedules

- (a) This Agreement shall establish shift patterns, length of scheduled workdays 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) Except as otherwise provided, the standard workweek shall consist of five (5) consecutive days from Monday to Friday, inclusive.
- (d) Except as otherwise provided, the workday shall be seven (7) hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.
- (e) 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 of this article including the following:
 - (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing.
 - (2) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules.
 - (3) if the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to expedited arbitration, pursuant to Article 9.
- (f) The parties recognize that in reaching mutual agreement on work schedules, or where an arbitrator 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) 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 workday is not increased beyond nine (9) 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 (e)(2) above.

Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement

14.3 Rest Periods

All employees shall have two (2), fifteen (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 (1) rest period during such a shift. Rest periods shall not begin until one (1) 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.

14.4 Meal Periods

(a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall be not less than thirty (30) minutes nor more than sixty (60) minutes.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

14.5 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal period. The application of this clause to field employees shall be at their discretion.

14.6 Scheduling Lieu Days

(a) Pursuant to Clauses 17.3 and 17.4 of the Agreement, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within sixty (60) days following the paid holiday.

(b) If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster.

(c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

14.7 Modified Workweek

(a) Where there is mutual agreement between the union designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one (1) of the following bases:

- (1) 4/3 – the workday shall be eight (8) hours and forty-five (45) minutes.
- (2) 5/4 – the workday shall be seven (7) hours and forty-seven (47) minutes
- (3) 5/5/4 – the workday shall be seven (7) hours and thirty (30) minutes
- (4) 5/5/5/4 – the workday shall be seven (7) hours and twenty-two (22) minutes

(b) The foregoing work schedules shall be subject to the following provisions:

- (1) It is understood that the implementation of modified workweek work schedules is dependent on receiving confirmation from the Employer prior to implementation.

- (2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
 - (3) Pursuant to Clause 14.8(b) of the Agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
 - (4) Pursuant to Clause 14.8(c) of the Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement within the two (2) week period following the designated holiday.
- (c) (1) The extra day off is scheduled by mutual agreement at the local level on Monday or Friday; or
- (2) is scheduled by mutual agreement within the applicable cycle in (a) above.

14.8 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 (7) 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 (7) 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 workday exceeds seven (7) hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

14.9 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 (1) hour's pay for each three (3) 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 of standing by. Where the time spent on standby 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 their normal day's pay with a minimum of one (1) hour standby.
- (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.

14.10 Flextime

- (a) Employees may be given the authority to work flextime by mutual agreement between the parties at the local level. For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:
- (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement.
- (b) The averaging period for those employees on flextime shall be seventy (70) hours per two (2) week period.
- (c) The workday for those employees on flextime shall not exceed ten (10) hours.
- (d) 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.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

- (a) *Identification of Shifts*
- (1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
 - (2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
 - (3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.
- (b) *Shift Premium (full-time employees)*
- \$1.10 per hour for afternoon shift;
\$1.20 per hour for night shift.
- Effective March 30, 2003:
- \$1.15 per hour for afternoon shift;
\$1.25 per hour for night shift.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift that 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 workweek 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 that 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 callout period up to the commencement of their regularly scheduled shift.

15.3 Notice of Work Schedules

(a) Work schedules for regular employees shall be posted at least 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 casual 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 eighty-five cents (85¢) per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(c) In the event that an employee's work schedule or shift is changed without five (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 they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.4 Short Changeover Premium

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

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty (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 payback for shortfall of annual working hours in the shift systems determined in the collective agreement.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

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

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

- (d) "Double time" - means twice (2x) the straight-time rate.
- (e) "Double time and one-half" - means two and one-half times (2½x) the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Society will draw up policies defining the circumstances under which an employee may undertake overtime work without prior authorization.

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 thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) 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 (1½x) for the first two (2) hours of overtime on a regularly scheduled workday; and
 - (2) double time (2x) for hours worked in excess of the two (2) hours referred to in (1) above;
 - (3) double time (2x) 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 workday shall be considered to have worked overtime and shall receive their regular days pay, and shall receive additional compensation at the rate of double time (2x) 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 (2½x) for all hours worked.

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

- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both
 (2) Accumulated overtime shall be paid in cash at the fiscal year-end or upon termination.

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 their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be	\$14.00
Effective the date of ratification	\$14.25
Effective April 1, 2005	\$14.50
Effective April 1, 2006	\$15.00

(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 (4) 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 their scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

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

(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, then the employee shall receive only one (1) 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 standby shall not have the right to refuse callout for overtime work.

16.10 Overtime for Part-time Employees

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

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

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

16.11 Callout Provisions

- (a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift*
- (1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.
- (2) If the callout is for longer than three (3) hours, the employee will be required to work the callout 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 callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (3) For the purpose of (1) above it is agreed that "*callout*" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout 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 their regular shift.
- (2) In a callout 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 callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.
- (3) If the elapsed eight (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 their residence before and after callout 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) A casual employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their 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.

16.13 General Provisions

- (a) Employees shall have the option of being compensated for overtime in cash or compensatory time off.
- (b) If the employee elects to take compensatory time off, such time off shall be scheduled by mutual agreement within sixty (60) days from it being earned.
- (c) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the sixty (60) days, to receive cash payment for such unscheduled compensatory time off.
- (d) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in which the employee opts for cash payment pursuant to (a) or (c) above, as the case may be.
- (e) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year or upon termination, whichever occurs earlier.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

- (a) For an employee whose workweek 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.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at double time (2x) rate.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time (2x) 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 (2½x) for hours worked, plus a day off in lieu of the holiday.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case they 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.

17.8 Administrative Services Recognition Day

Administrative Services Recognition Day is the Wednesday of the last full week of April of each year.

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 1st and ending December 31st.

"*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 second.....	15
Third.....	16
Fourth.....	17
Fifth.....	19
Sixth to seventh.....	21
Eighth.....	23
Ninth	24
Tenth	25

Eleventh	26
Twelfth.....	27
Thirteenth to fifteenth	28
Sixteenth to 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 workday is greater than seven (7) 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-quarter (1¼) days for each month for which they earn 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.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) 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 that has been earned.

(d) *Prime Time Vacation Period*

(1) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period May 1st to September 30th, inclusive, which shall be defined as the prime time vacation period.

(2) For those employees who have more than four (4) weeks vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

(e) *Vacation Preference*

(1) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(2) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.

(f) *Vacation Schedules*

(1) Vacation schedules will be circulated and posted by January 31st of each year. This date may be altered at the local level by mutual agreement of the parties to the Agreement, but not later than March 1st of each year.

(2) An employee who does not exercise their seniority rights within one (1) week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(3) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred employee's choice.

(4) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

(5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

(g) *Vacation Relief*

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

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

18.4 Vacation Pay

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

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

18.5 Approved Leave of Absence With Pay

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

18.6 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1st 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 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Call Back From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension allowance under the Union Pension Plan, or who has reached 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 DISABILITY AND LONG-TERM DISABILITY

19.1 Short-Term Disability

- (a) Employees shall be entitled to coverage for short-term disability in accordance with the plan that was mutually agreed between the parties.
- (b) Employees will be entitled to a benefit of eighty percent (80%) of pay for the first fourteen (14) days of illness or injury and coverage under the Short-Term Disability Plan thereafter.

19.2 Long-Term Disability

Employees shall be entitled to coverage for long-term disability in accordance with the plan that was mutually agreed between the parties.

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

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
- (1) wedding of the employee - three (3) days;
 - (2) attend wedding of the employee's child - one (1) day;
 - (3) birth 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 their 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) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - one (1) day per calendar year - this may be used in one-half (½) shift increments.
- (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) and (9), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

- (a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-time Public Duties

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

- (a) for employees to seek election in a municipal, first nation, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.
- (c) "*First Nation*" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

20.5 Leave for Court Appearances

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

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to 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 that will be of benefit to the employee or the Employer may be for varying periods up to one (1) 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 Society six (6) 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 Society with as much lead time as practical.
- (e) 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 Society decision, the grievance shall commence at Step 2 of the grievance procedure.
- (f) An employee granted educational leave under this clause shall receive up to one hundred percent (100%) of their basic pay.
- (g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain in the service of the Society for a period equivalent to three times (3x) the length of their educational leave multiplied by the percentage of basic pay.
- (h) Should they leave the service of the Society before this period expires, they shall refund to the Society the total cost of their training including allowances and expenses on a pro rata basis.
- (i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

20.9 Elections

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three (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 their ballot.

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.12. "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee 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 (3) 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 two hundred and fifty dollars (\$250) per calendar year.

20.12 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed a total of 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 they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

20.15 Donor Leave

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

20.16 Other Religious Observances

(a) Employees who are members of non-christian religions are entitled to up to two (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 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.

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

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 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 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 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 21.3;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.

Such leave request must be supported by appropriate documentation.

21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by employment insurance to serve a two (2) 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 21.2 as the case may be. This leave is for the express purpose of covering the employment insurance benefit waiting period.

21.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to two (2) weeks at eighty-five percent (85%) of the employee's basic pay.

21.5 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 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.

21.6 Parental Leave Allowance

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

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) 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:

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

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

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

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

21.8 Benefits Continuation

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

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

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six (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.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.3 or 21.7 commenced unless they advised the Employer of their intent to return to work one (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 they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

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

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

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

- (1) the employee returns to work for a period of not less than six (6) months, and
- (2) the employee has not received parental allowance pursuant to 21.6; and
- (3) the employee was employed prior March 28, 2001.

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

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

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

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

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

21.12 Benefits Upon Layoff

Regular employees who have completed three (3) months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Joint Occupational Health and Safety Committee

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 workplace 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)
 - (1) The Society shall initiate and maintain, at the regular place of employment, an Occupational Health and Safety Committee where there is:
 - (i) a work force of ten (10) or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
 - (ii) a work force of twenty-five (25) or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.
 - (2) At any worksite where a committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations, Section 4, Clause 4.02(3). For the purpose of assisting in the administration of this program, the Employer will recognize an employee at that worksite designated by the Union who will function as a safety representative of the employees. Records of the meetings and matters discussed shall be forwarded to the Union.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

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, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

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

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

22.4 Investigation of Accidents

- (a) Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form which may be amended by mutual agreement and copies sent to:
 - (1) Workers' Compensation Board
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) BCGEU Designate(s).

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

- (c) In the event of a fatality, the Society 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 3 Occupational First Aid Certificate - \$51 per biweekly period or \$110.50 per month;
 - Level 2 Occupational First Aid Certificate - \$39 per biweekly period or \$84.50 per month.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by seventy (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) workdays in any month, they shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.
- (e) In facilities which require an Occupational First Aid Attendant and where employees are represented by more than one (1) Union and the percentage of BCGEU members is greater than fifty percent (50%) of the work force, at least one (1) Occupational First Aid Attendant shall be a BCGEU member, provided the employee is qualified.

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 their 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) When a majority of an employee's daily work time requires monitoring video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's

choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday 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 (1) ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

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

(1) Pregnant employees shall have the following options:

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

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

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

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

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(e) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens;

(2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.

(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

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

(g) 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 Employee Check

Where employees are required to work alone or travel alone, they shall have a pre-arranged "employee check" made at specified intervals and/or at specified locations.

22.11 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 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 BC 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 BC 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.

22.12 Workplace Violence

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

(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.

22.13 Pollution Control

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

22.14 Training Program for Occupational Health and Safety Committee Members

In instances of joint training of Occupational Health and Safety Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Health and Safety Committee members. The Employer agrees that two (2) appointed employee representatives will be granted leave with pay for up to two (2) days for the purpose of joint training.

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 Committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the Committees shall make recommendations to either manage or avoid the risk.

22.16 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses that 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.

(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 that will, where appropriate, include an Occupational Health and Safety Committee member or designated safety representative.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the parties have agreed to the following:

23.2

- (a) For the purpose of technological change as defined in relevant legislation, 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 Labour/Management Committee established under Article 29 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 Society will endeavour to utilize normal turnover of employees within the Society 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 - Casual 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

The parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology, other than technological change as defined in relevant legislation and provided for in Clause 23.2(a). Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the 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 Benefits

- (a) The Society agrees to pay the monthly premium for employees entitled to coverage in accordance with the provisions of the Desjardins Financial Gold Policy described to the Union by the Society on July 12, 2002.
- (b) The Society agrees to not change carriers without the consent of the Union.

25.3 Benefits Description

- (a) The Society agrees to provide each employee with printed material comprehensively describing the benefits provided under the agreed upon Extended Benefits plan.
- (b) The Society agrees to provide the Union with a copy of the policy entered into between the Society and the carrier.

25.4 Pension

Pension benefits will be provided in accordance with Appendix 5.

25.5 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.

25.6 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.

25.7 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Society, regular and casual employees will be covered by the terms and conditions of the Society's 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 Plan, if any, or in the absence of such beneficiary, to the employee's estate.
- (c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

ARTICLE 26 - WORK CLOTHING

26.1

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

26.2 Purchase of Work Clothing

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

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

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

- (a) is manufactured in BC; or
- (b) creates new jobs in BC at the provincial-industry standard rate of pay, the Union will consider the requirements of this clause have been met.

26.3 Replacement Provisions

- (a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.
- (b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in the current Component Agreement.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their pay 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 is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 27.7.
- (b) Employees shall receive an increase of one Step level after each one thousand eight hundred and twenty-seven (1827) hours of pay at straight-time rate until they have reached the maximum Step within their classification. Such increase may be withheld only in the event of an adverse appraisal presented to the Employee within thirty (30) days prior to the usual date of the increment. The withholding of such increment will be grievable discipline.
- (c) Rates of pay shall be increased as follows:
 - (1) effective 12:01 a.m., April 1, 2007, an adjustment equal to three percent (3%) of the wage rate.
 - (2) effective 12:01 a.m., April 1, 2008, an adjustment equal to two and one-half percent (2½ %) of the wage rate.
 - (3) effective 12:01 a.m., April 1, 2009, an adjustment equal to two percent (2%) of the wage rate.

27.4 Substitution Pay

- (a) An employee will be granted substitution pay where the employee is:
 - (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
 - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
 - (1) substitution pay shall not be payable for periods of substitution of 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 their regular position for a majority of their regularly scheduled hours in the four (4) pay periods preceding their leave, in which case they shall receive the higher rate.

(f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

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 their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

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

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

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

(a) An employee shall not have their salary reduced by reason of:

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

that is caused other than by the employee.

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

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

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

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

27.8 Vehicle Allowances

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

Vehicle allowance shall be: 47¢ per km
 Effective the date of ratification 48¢ per km
 Effective April 1, 2008 49¢ per km
 Effective April 1, 2009 50¢ per km

27.9 Meal Allowances

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

Meal	Amount	Effective April 1, 2007	Effective April 1, 2008	Effective April 1, 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 Cashier Policy

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

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

27.12 Upgrading Qualifications

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

27.13 Accommodation, Board and Lodging

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

27.14 Relocation Expenses

- (a) Except as provided in (b) below, regular employees and eligible (casual) employees who have to move from one geographic location to another after winning a competition or at the Employer's

request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

(b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two (2) year period immediately following the relocation, they will be required to reimburse the Employer expenses paid on a pro rata basis.

(c) The provision 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.

27.15 Retirement Allowance and Pre-Retirement Leave

Upon retirement from service, an employee who has completed twenty (20) years of continuous service 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 one (1) week.

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 (5) 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 eight percent (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:

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

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

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

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

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

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

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 fifty dollars (\$50) per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to twenty-five dollars (\$25) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) days per calendar year.

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

(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.

27.22 Qualified Registered Professional Fees

Regular full-time employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed for membership or licensing fees to a maximum of two hundred dollars (\$200) annually.

27.23 Expenses Within Headquarters Area

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

27.24 Entertainment Expenses

When employees have occasion to entertain non-service personnel in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses.

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

- (a) The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs. The parties also agree to apply a Job Evaluation Plan in accordance with those principles to all bargaining unit positions using gender neutral plan factors and degrees.
- (b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.
- (c) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the Society including staffing and collective agreement purposes.

28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs

- (a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly change in the job evaluation plan, a Joint Technical Working Committee will be used. There will be equal representation of technical experts from the Employer and the Union on this committee, and total membership from each side will not exceed four (4).
- (c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plan and shall make joint recommendations to the bargaining principals for ratification.
- (d) When a new or substantially altered benchmark/reference job covered by this Agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.
- (e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

28.3 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 8 - Grievances, of this Agreement.

- (a) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor and to the Union Part 1 of the Classification Appeal Form

requesting a written job description describing duties and responsibilities, which shall be provided within thirty (30) days of the request. Such job descriptions shall be consistent with the employee's assigned duties.

(b) The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(c) If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the President and CEO and the Union within thirty (30) days of receipt of the written job description or when the response was due at Clause 28.3(a) or will be deemed to have been abandoned. The President and CEO shall respond with a written classification rationale within sixty (60) days of the receipt of such a request. The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend. Differences between the employee and the supervisor respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "on-site" interview or telephone conference.

(d) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to Step 2 of the grievance procedure by providing the Employer with written notification. Any such notification shall be transmitted within sixty (60) days of receipt of the response from the Employer or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted at Step 2 of the grievance procedure within the required time period.

28.4 Effective Dates

For appeals received after the date of signing of the Agreement, the effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 28.3(a).

ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE

29.1 Establishment of Joint Committee

There shall be established a Joint Labour/Management 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 one (1) union representative and one (1) employer representative, and the maximum size shall be two (2) union representatives and two (2) employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees. Employees appointed to the Joint Committee shall be from the Society.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

29.3 Chairperson of Committee

An employer representative and a union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization in the Society that results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing grievances and misunderstanding;
 - (3) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
 - (4) reviewing and making recommendations regarding the effective use of human resources, including approaches to enhance career growth for employees;
 - (5) reviewing and making recommendations regarding Telework as identified in Memorandum of Understanding #3 – "*Telework*";
 - (6) reviewing and making recommendations regarding the recruitment and development of a well qualified and efficient workplace that is representative of the diversity of the people of British Columbia and the training and development of employees to foster career development and advancement;
 - (7) functioning as an Occupational Health and Safety Committee where no separate Occupational Health and Safety Committee has been established;
 - (8) reviewing matters unresolved and referred to it by the Occupational Health and Safety Committee.
 - (9) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e).

ARTICLE 30 - SECONDMENT

30.1 Definition

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

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 and their supervisor is not an employee of the Society, the employee will discuss the grievance with their supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

ARTICLE 31 - CASUAL EMPLOYEES

31.1 Casual Employees

- (a) A casual employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Casual employees who have worked one thousand eight hundred and twenty-seven (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 - Application of Agreement, 31.9 - Medical, Dental and Group Life Insurance, 31.11 - Annual Vacations and 31.12 - Eligibility Requirements for Benefits, hours worked shall include:
 - (1) hours worked at the straight-time rate;
 - (2) hours compensated in accordance with Clause 31.10 - Designated Paid Holidays;
 - (3) hours that a seniority rated casual employee cannot work because they are on a recognized WCB claim arising from their employment with the Society 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) - Annual Vacations;
 - (5) compensatory time off provided the employee has worked one thousand eight hundred and twenty-seven (1827) hours in thirty-three (33) pay periods;
 - (6) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay, except that during the first 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) - Time Off for Union Business-With Pay;

Notwithstanding (3) above, a casual 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 - Application of Agreement, 31.9 - Medical, Dental and Group Life Insurance, 31.11 - Annual Vacations and 31.12 - Eligibility Requirements for

Benefits, hours beyond the two hundred and ten (210) hours in (c)(3) above, that a casual employee cannot work because they are on a recognized WCB claim arising from their employment with the Society are not added to the one thousand eight hundred and twenty-seven (1827) or one thousand two hundred (1200) hours nor are the days charged against the thirty-three (33) or twenty-six (26) pay periods.

31.2 In-Service Status for Applying for Regular Positions

- (a) Casual 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, a casual employee who has successfully completed their initial probationary period prior to application for a regular position, or a casual 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 a casual employee recognized.

31.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, a casual 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-Designated Paid Holidays;
 - (iii) annual vacation in accordance with Clause 31.11(d) - Annual Vacations;
 - (iv) leave pursuant to Clause 31.12 - Eligibility Requirements for Benefits or Clause 31.6(c) - Application of Agreement;
 - (v) compensatory time off provided the employee has worked one thousand eight hundred and twenty-seven (1827) hours in thirty-three (33) pay periods;
 - (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay except that during the first 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) - Time Off for Union Business-With Pay.
- (2) The total hours above shall be converted to a seven (7) hour shift to establish seniority.
- (3) Upon completing thirty (30) workdays (seven (7) hour shifts), a casual employee's seniority shall include the accumulated thirty (30) workdays.
- (b) Casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Society, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (c) A current service seniority list shall be posted in the seniority unit by December 31st, March 31st, June 30th and September 30th. Upon request, a copy of the service seniority list shall be provided to the steward.

31.4 Loss of Seniority

A casual employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;

- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine (9) months;
- (d) they are unavailable for, or decline, four (4) offers of re-employment as provided in Clause 31.5-Layoff and Recall; or
- (e) they become a regular employee.

31.5 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of service seniority.
- (b) Casual employees on layoff shall be recalled in order of service seniority provided the casual employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, casual 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) Casual employees hired pursuant to Article 34 - Cooperative Education Training Program, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 31.4(a) - Loss of Seniority upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 31.5(d) - Layoff and Recall, within thirty (30) days of the appointment.
- (e) The Society will schedule time periods during which casual employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority based on the scheduling patterns, such that casual employees will not be required to be available more than three (3) hours on any one (1) day or for more than one (1) period per shift, at their contact point established pursuant to (g) below.

Calls made to casual employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this article.

- (f) Casual employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Casual employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.
- (g) Casual employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Society's operation and may include telephone, radio telephone, pager, public media, on call boards, written communication, etc.
- (h)
 - (1) Where a written communication link is established, a single attempt by registered mail will be made to contact casual employees.
 - (2) Where telephone/radio telephone communication is used, two (2) attempts, at least five (5) minutes apart, will be made to contact the casual employee.
 - (3) Where a pager is used, a single attempt will be made and the casual employee must respond to the Employer within five (5) minutes of the page.

Notwithstanding the above, in the case of an emergency situation, a single verbal attempt will be made to contact the casual employee.

- (i) Casual employees are responsible for advising the Society, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Casual employees are responsible for maintaining the

necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Casual employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact the Society in advance of the scheduled time periods. Casual employees may be required to contact the Society during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Society is unable to contact casual employees during the scheduled time periods established in (e) above, the Society will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.4(d) - Loss of Seniority. If the Society is unable to contact casual employees outside of the scheduled time periods will not count such unavailability for purposes of Clause 31.4(d)-Loss of Seniority except as specified in (l) below.

(l) Where casual employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 31.4(d) - Loss of Seniority.

(m) Where casual employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.4(d) - Loss of Seniority.

(n) Casual employees who are unavailable in the following circumstances, and who call in to the Society at the times designated will not have the decline or unavailability count as an occurrence for purposes of Clause 31.4(d) - Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 31.6(c) - Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five (5) 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 a casual 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) days;
- (7) Union leave per Clause 2.10 - Time Off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 31.11(b) - Annual Vacations;
- (11) an offer of work which is less than three and a half (3½) hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.4 - Short Changeover Premium).

Employees who decline work pursuant to (11) or (12) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this Agreement.

(o) Casual employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four (4) separate occasions³ in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.

(p) (1) Casual employees, with the Agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.

(3) Should a casual 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.

(q) Casual employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.

(r) The Society is not required to recall casual employees who have already accumulated one thousand eight hundred and twenty-seven (1827) hours in twenty-six (26) pay periods.

(s) (1) Casual 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 their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

(2) Where an employee commences work they shall receive three and one-half (3½) hours pay at their regular rate unless:

(i) their work is suspended for reasons completely beyond the control of the Employer;
or

(ii) the duration of the work assignment is known in advance by the employee;

in which instances the provisions of (s)(1) shall apply.

31.6 Application of Agreement

(a) Except as otherwise noted in this article, the provisions of Article 11 - Seniority, Article 13-Layoff and Recall, Article 17 - Paid Holidays, Article 18 - Annual Vacations, Article 19-Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20 - Special and Other Leave, Article 21 - Maternity, Parental and Pre-Adoption Leave, and Article 25 - Health and Welfare, do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.

³It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

(b) Any casual employee who is eligible to vote in a federal, provincial, first nation 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 their ballot.

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

(c) Where leave from work is required, casual employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).

(d) Maternity and parental leave for casual employees with less than one thousand eight hundred and twenty-seven (1827) hours worked in thirty-three (33) pay periods shall be in accordance with the *Employment Standards Act*.

31.7 Health and Welfare

In lieu of health and welfare benefits, casual employees shall receive compensation of fifty-nine cents (59¢) effective date of ratification, sixty cents (60¢) effective April 1, 2005, sixty-one cents (61¢) effective April 1, 2006 per working hour, up to a maximum of forty-one dollars and thirty cents (\$41.30) effective date of ratification, forty-two dollars (\$42.00) effective April 1, 2005, forty-two dollars and seventy cents (\$42.70) effective April 1, 2006 per biweekly pay period.

31.8 Weekly Indemnity

(a) Casual employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of casual seniority. Once established, eligibility for weekly indemnity is retained unless the casual employee loses casual 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 casual employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 31.7 - Health and Welfare in the six(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) - Weekly Indemnity, full benefits will be reinstated:

(1) in the case of new illness, after the casual employee returns to active employment following the most recent absence due to illness and accumulates one hundred and fifty (150) more hours of casual seniority;

(2) in the case of a recurrence of a previous illness, after the casual employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more hours of casual seniority.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 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 a casual employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

(1) who is not under the care of a licensed physician;

- (2) whose illness is occupational and is covered by Workers' Compensation;
 - (3) whose illness is intentionally self-inflicted;
 - (4) whose illness results from service in the Armed Forces;
 - (5) whose illness results from riots, wars or participation in disorderly conduct;
 - (6) who is ill during a period of paid vacation;
 - (7) whose illness is sustained while they are committing a criminal offence;
 - (8) who is engaged in an employment for a wage or profit;
 - (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
 - (10) who is serving a prison sentence;
 - (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
 - (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (f) The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

31.9 Medical, Dental and Group Life Insurance

- (a) Casual employees will be eligible for coverage under Clauses 25.1 - Basic Medical Insurance, 25.2 - Extended Benefits after completion of one thousand eight hundred and twenty-seven (1827) hours worked in thirty-three (33) pay periods or after working three (3) consecutive years without loss of seniority and maintaining one thousand two hundred (1200) hours worked at the straight-time rate within the previous twenty-six (26) pay periods. Such casual employees eligible for benefits under this clause will not receive the payment under Clause 31.7 - Health and Welfare.
- (b) An casual employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 31.4(a), (b), (c) or (d) - Loss of Seniority.
- (c) Casual employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When a casual 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) Casual 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 casual 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 (7).

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

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

(b) Casual employees after six (6) 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) workdays 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) Casual employees who have completed one thousand eight hundred and twenty-seven (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 - Annual Vacation Entitlement, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Casual employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.6-Vacation Carryover 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 a casual employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2 - Vacation Earnings for Partial Years.

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

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

(i) Casual employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4 - Vacation Pay, 18.6 - Vacation Carryover, 18.7 - Call Back From Vacation, 18.8-Vacation Leave on Retirement and 18.9 - Vacation Credits Upon Death.

31.12 Eligibility Requirements for Benefits

Casual employees will qualify for Short-Term Disability, Clauses 20.2 - Special Leave, 20.3- Family Illness, 20.4 - Full-Time Public Duties, 20.5 - Leave for Court Appearances, 20.9 - Elections, 20.11 - Leave for Medical and Dental Care, 20.12 - Maximum Leave Entitlement, 20.13 - Emergency Service Leave and Article 21 - Maternity, Parental and Pre-Adoption Leave as follows:

- (a) An employee will be entitled to benefits under this clause after completion of one thousand eight hundred and twenty-seven (1827) hours worked in thirty-three (33) pay periods.
- (b) An casual employee will cease to be entitled to coverage when they:
 - (1) fail to maintain one thousand two hundred (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,
 - (2) lose their seniority in accordance with Clause 31.4(a), (b), (c), or (d) - Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4.
- (d) Casual 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 (½) of a scheduled workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of Short-Term Disability benefits shall be based on the average number of hours worked during the six (6) pay periods immediately preceding absence due to illness.

ARTICLE 32 - GENERAL CONDITIONS

32.1 Tools and Equipment

- (a) The Employer shall supply all tools and equipment required to perform the work.
- (b) A regular employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

32.2 Commuting

- (a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.
- (b) The Employer and the Union agree that there shall be no change in parking policies except by mutual agreement of the parties.

32.3 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

32.4 Indemnity

- (a) *Civil Action* - except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee

arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) 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.

(d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(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 them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

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

32.5 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings, BC Bonds or an RRSP of the employee's choice.

32.6 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;
 - (ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the position.
- (2) Where the Municipal Council, the School Board or committees of the Council or Board hold meetings during the employee's normal working hours, the Society 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 (½) shift per week.

(4) The employee shall provide at least one (1) week's written notice to the Society.

(b) *Federal and Provincial Offices*

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

32.7 Copies of Agreements

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

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

(b) All agreements shall be printed in a Union shop and shall bear a recognized union label.

32.8 Travel Advance

Regular employees not covered by a work party advance, and who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

32.9 Private Vehicle Damage

Where an employee's vehicle is damaged by a client, customer, or other person doing business with 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 five hundred dollars (\$500).

32.10 Personal Property Damage

(a) Where an employee's personal possession(s) is/are damaged by a client, customer, or other person doing business with the Employer shall pay, up to a maximum of one hundred dollars (\$100), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.

(b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

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

32.12 Electronic Monitoring

- (a) Monitoring equipment may be used to protect the safety of employees, clients and persons in the care or custody of the Society or to protect the assets or property of the Society.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

32.13 Misuse of Managerial/Supervisory Authority

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

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

Procedures

- (a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 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 employees directly involved. The employees directly involved may have a steward present during these discussions.
- (b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the designated member of the Board of Directors 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; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of the designated member of the Board of Director's consideration and/or investigation. The designated member of the Board of Directors shall provide the respondent with a copy of the complaint.

(c) The designated member of the Board of Directors will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within thirty (30) days of providing notice to the designated member of the Board of Directors.

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

(e) Pending the determination of the complaint, the designated member of the Board of Directors 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.

32.14 Workload

(a) The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

(b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

(c) Approval for release to a temporary assignment, where that assignment is a promotion, will not be unreasonably withheld

32.15 Assignment of Work

(a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.

(b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

32.16 Safe Working Conditions

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

32.17 Damage to Personal Property

Where an employee's personal property, excluding private automobiles utilized in the performance of their duties, is damaged by a client while the employee is carrying out their duties, and the damages are

not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

ARTICLE 33 - EMPLOYMENT EQUITY

- (a) The Society is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code of British Columbia*.
- (c) The parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a work force which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities within the Public Service for reasons unrelated to ability to do the job.
- (e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:
 - (1) opportunities for external recruitment and internal advancement to develop a public service that is representative of the diversity of the people of British Columbia; and
 - (2) the long-term career development and advancement of employees.
- (f) There shall be a Union/Management Steering Committee on Employment Equity (UMSCEE).
- (g) The Steering Committee is authorized to:
 - (1) advise the Employer on employment equity issues and initiatives;
 - (2) review Society action plans to ensure they comply with the mandatory procedures and are consistent with government-wide employment equity goals;
 - (3) monitor progress of Society action plans.
- (h) Employees representing the Union on this Steering Committee shall be on leave of absence without loss of basic pay for time on this committee.

ARTICLE 34 - COOPERATIVE EDUCATION TRAINING PROGRAM

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

- (a) Employees hired under the Cooperative Education Training Program will be considered casual employees and receive the appropriate benefits as per this Agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.
- (c) Coop education will be considered supernumerary to the established work force. As such, Clause 31.5(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.

- (e) Employees hired under this program will be classified and paid in accordance with Appendix 8 at Level 2 or 3 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 - EMPLOYMENT AGENCIES

35.1 Reporting Procedures

- (a) The Employer agrees to provide the Union with written reports every three (3) months of each calendar year regarding usage of service of employees from employment agencies.
- (b) Reports will be forwarded as follows:
 - (1) by April 15th for the period January 1st to March 31st;
 - (2) by July 15th for the period April 1st to June 30th;
 - (3) by October 15th for the period July 1st to September 30th;
 - (4) by January 15th for the period October 1st to December 31st.
- (c) Each report shall include:
 - (1) the name of the employment agency and individual concerned;
 - (2) the location at which such services are provided;
 - (3) the dates of utilization.

Employment Agencies

- (a) An "employment agency" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Employer.
- (b) No assignment of work to any one individual from an employment agency shall exceed thirty (30) days.

Combination Usage

The Employer agrees that it will not utilize individuals from employment agency(s) or a combination of either, in succession to perform the same duties for a period in excess of thirty (30) days within a period of ninety (90) days.

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 and CEO of the Society.

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 the date of signing.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Tara Gilbert, CEO

Gilead Paritzky, Bargaining Committee

Bud Harbidge, Chief Spokesperson

Mark Eversfield, Bargaining Committee

Ann Krauseneck, Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX #1
ESTABLISHING JOB SHARE ARRANGEMENTS

A job share arrangement may be to the Employer's advantage if:

- (a) it assists in meeting work force equity and diversity objectives; or
- (b) the organization would otherwise lose a valuable employee whose circumstances prevent full-time work; or
- (c) a mix of backgrounds/experience would enhance the operation; or
- (d) an employee wishes to phase into retirement; or
- (e) a pool of experienced workers can be kept for full-time positions in the future.

REVIEW OF PROPOSALS AND EVALUATION OF CURRENT ARRANGEMENTS

Some issues to consider in reviewing job sharing proposals, or evaluating existing agreements include:

- (a) Are the partners qualified to do the job? Are they performing their duties satisfactorily?
- (b) Will efficiency, productivity, timeliness, and level of service be maintained or enhanced?
- (c) Will the productivity of the work group be adversely affected?
- (d) If this is a supervisory position, will the employees who report to the position know who to contact for various matters?
- (e) Can a practical and appropriate communication arrangement be established and maintained between the partners, the supervisor, clients and others?
- (f) How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- (g) Are the partners compatible in approach and outlook?
- (h) Can an acceptable work schedule be worked out?
- (i) Are both partners prepared to cover off for each other when requested for extended absences?
- (j) Will the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- (k) Does the benefit outweigh the potential for extra supervisory time costs?
- (l) Is this a stable employment environment? Is there any possibility of layoffs in the foreseeable future?

APPENDIX #2**REGULAR PART-TIME EMPLOYEES SERVICE, BENEFITS,
PAID TIME OFF AND OTHER ALLOWANCES**

Entitlement is Prorated

- Service Seniority (one (1) year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Other Paid Leaves:
 - 20.02 Special Leave
 - 20.03 Family Illness
 - 20.11 Leave for Medical and Dental Care
- * Short-Term Disability
- * Long-Term Disability
- Pension Plan*
- Canada Pension Plan*
- Unemployment Insurance*
- Workers' Compensation Board*
- Group Life* (only entitled to minimum)

Entitlement is not Prorated

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

Others

- Overtime (paid in accordance with Article 16.10 of the Agreement)
- Annual Increment

* is only prorated to the extent that the benefit is based on the employee's part-time salary

APPENDIX #3

LIST OF ARBITRATORS

The parties agree that arbitrations pursuant to Article 9.2, Article 9.3 and Article 9.9 will be assigned to the following arbitrators in rotation.

Where an arbitrator would be unable to hear an arbitration under Article 9.9 within three (3) months of being assigned, the parties agree to have the arbitration heard by the first available arbitrator on the list below who would hear the matter within three (3) months.

Emily Burke
Judi Korbin
Vince Ready

APPENDIX #4**PENSIONS**

The parties agree to the following actions to provide pensions for employees of the Canada/British Columbia Business Services Society:

1. Public Service Pension Plan

- (a) The Society agrees to make every reasonable effort to become an employer within the Public Service Pension Plan. To this end the Society agrees to make application to become an employer-member of the Public Service Pension Plan and to provide the Public Service Pension Plan to all current and future BCGEU members employed by the Society. Such application will be made in time for the Trustees of the Plan to consider the Society's application at the September 2002 meeting of the Trustees.
- (b) The BCGEU agrees to support the application of the Society to become a member of the Public Service Pension Plan, including supporting the Society's application to the Trustees of the Plan.
- (c) In the event that the Trustees do not accept the Society as an employer-member of the Plan, the Society and the BCGEU agree to support the continuation of transferring employees as members of the Public Service Pension Plan. The Society agrees to make the usual Employer contributions to the Public Service Pension Plan as may be determined from time to time for these employees.

2. BCGEU Pension Plan

In the event that any employee is not covered by the Public Service Pension Plan, the Society and the BCGEU agree to the following pension provision for those employees:

- (a) The Society agrees to make application to become an employer-member of the BCGEU Pension Plan as follows. The Society recognizes that contributions to this plan consist of a six percent (6%) contribution by employees and a nine percent (9%) contribution by the Society, based on gross wages, or such other amounts as may otherwise be agreed upon between the parties.
- (b) The BCGEU agrees to support the application of the Society to become a member of the BCGEU Pension Plan, including supporting the Society's application to the Trustees of the Plan.

3. Registered Retirement Savings Plan

The Society and the BCGEU agree that until such time as 1 or 2 above are successful:

- (a) The Society and the BCGEU agree that each employee will participate in a retirement savings plan. The Employer will remit Employer and employee contributions each pay period to a personal and/or spousal RRSP identified by the employee.
- (b) The Employer contribution will be nine percent (9%) of an employee's gross wages. The employee contribution will be six percent (6%) of the employee's gross wages.
- (c) Where the employee selects both a personal and a spousal RRSP, the Society agrees to contribute to both plans using the percentage allocation determined by the employee. The employee will be permitted to change the designation of the RRSP plans once each twelve (12) months, however where a change in marital status occurs, the employee will be permitted to change the designation more frequently to reflect the change in marital status.

4. Continuation of Language

(a) In the event that all bargaining unit members become members of the Public Service Pension Plan, Clauses 11.4, 18.8 and 27.15 in the collective agreement will be replaced with the language below and paragraph 13.2(g) will be inserted.

(b) In the event that some bargaining unit members remain members of the Public Service Pension Plan, the provisions of Clauses 11.4, 18.8, and 27.15 will be replaced with the language below and paragraph 13.2(g) will be inserted for those members only.

APPENDIX #5**EMPLOYEES COVERED BY PENSION****1. Re-employment**

A regular employee who resigns their 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 they have not withdrawn their pension contributions

2. Early Retirement

A regular employee who is age fifty-five (55) years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Pension 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.

3. Vacation Leave on Retirement

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

4. Retirement Allowance and Pre-Retirement Leave

(a) Upon retirement from service, and employee who has completed twenty (20) years of service with the Employer and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a Pension allowance on retirement, is entitled to an amount equal to an amount equal to the 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 their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

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

APPENDIX #6**ADDITIONAL BENEFITS**

The Union and the Society agree that the following provisions apply to the classifications of Archivist, Communications Officer, Economist, Education Officer, Information Systems Officer, Librarian, Policy Analyst, Training Consultant, Vocational Counsellor and Research Officer:

CAREER DEVELOPMENT**1. Professional Development**

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, regular employees shall be entitled to up to ten (10) days leave with pay per year for the following purposes:

- (1) To attend conferences or conventions related to the employee's field or specialization.
- (2) To participate in seminars, workshops, symposia, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.
- (3) A maximum of two (2) of the ten (10) Professional Development Days shall be available to undertake research of work related topics approved by the supervisor. Scheduling shall be by mutual agreement.

A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.

- (b) Professional development leave shall not be cumulative.
- (c) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.
- (d) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.
- (e) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.
- (f) Where an employee participates in pre-approved professional development activity, pursuant to this clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

2. Exchange Programs

The Employer agrees that exchange programs between the Public Service of British Columbia and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

3. Equipment Demonstrations

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee shall, upon approval of their application, be entitled to

attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

4. In-Service Examinations

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six (6) months service.

5. Preparation for Examination

Where work loads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer and to complete courses offered by the Employer. The parties recognize, however, that the employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

WORK CLOTHING

1. Uniforms

- (a) Where the Employer requires the employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.
- (b) Female employees required to wear uniforms shall be provided with appropriately tailored pant suits at the employee's request.
- (c) The Employer agrees that for all clothing and equipment required pursuant to (a) above, replacement will be issued upon presentation of worn-out items. Any dispute regarding the need for replacement of any item shall be resolved by local union and management representatives.

2. Union Label

All uniforms and clothing issued by the Employer shall, wherever possible, be union made and bear a recognized union label.

3. Maintenance of Work Apparel

- (a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of \$24.00 per month effective March 31, 2002, and \$24.50 per month effective March 31, 2003, for such maintenance and repair.
- (b) Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.

GENERAL CONDITIONS

1. Personal Research

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

2. Copyrights

- (a) (1) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.
- (2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested in the employee.
- (c) Confidential information shall not be disclosed without written permission of the Ministry head.

3. Temporary Assignment Travel

- (a) When an employee is assigned temporarily to a worksite within the Province that is so far removed that they are unable to return to their designated headquarters at the end of each workday, the following conditions apply:
 - (1) Travel between their place of temporary accommodation and the worksite shall be considered as time worked.
 - (2) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the worksite at the end of each workweek on the employee's time.
 - (3) Employees who choose not to return to their place of residence shall not receive the return air fare.

4. Travel Conditions

- (a) Employees required to travel outside the Province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the Province will be pre-authorized.
- (b) Employees will be provided reasonable stopover time, where required, in view of fatigue occasioned by international travel.
- (c) Hours of work for employees on travel shall not be more than seven (7) hours per day exclusive of meal periods, or not more than seventy (70) hours per two (2) week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

HOT PRODUCTS

1. No employee who falls within the classification of Archivist, Economist, Librarian or Research Officer shall be required to handle any product declared by the BC Federation of Labour to be a "*Hot Product*".

APPENDIX #7

CLASSIFICATIONS AND RATES OF PAY

1. As of April 1, 2001, new employees will be placed in collective agreement Appendix 8A and will utilize all steps of the range within their grid level.
2. Employees on staff March 31, 2001, will be placed in collective agreement Appendix 8B, and will utilize all steps of the range within their grid level.
3. Commencing April 1, 2001, employees in classifications above Grid 12 and who are at or attaining Step 3 of the range as specified in Appendix 8B shall be placed at the identical salary of Appendix 8A at Step 5 on April 1, 2001, or on the date they attained Step 3, whichever is later.
4. Effective April 1, 2001, all substitutions, promotions or reclassifications will utilize Appendix 8A.

CLASSIFICATION TITLE	Grid Range	Grid Range
Collective Agreement	31-Mar-02	30-Mar-03
Administrative Officer R14	14	14
Administrative Officer (AMI) N15	14	15
Administrative Officer N18	18	18
Administrative Officer R18	18	18
Administrative Officer N21	21	21
Administrative Officer N24	23	24
Administrative Officer N27	26	27
Administrative Officer N30	30	30
Archivist R13	13	13
Archivist N18	18	18
Archivist R18	18	18
Archivist N21	21	21
Archivist N24	23	24
Archivist N27	26	27
Clerk R9	9	9
Clerk R11	11	11
Clerk N14	13	14
Clerk Stenographer R9	9	9
Clerk Stenographer R11	11	11
Clerk Stenographer N14	13	14
Communications Officer R14	14	14
Communications Officer N18	17	18

CLASSIFICATION TITLE	Grid Range	Grid Range
Collective Agreement	31-Mar-02	30-Mar-03
Communications Officer R18	18	18
Communications Officer N21	21	21
Communications Officer N24	23	24
Communications Officer N27	26	27
Communications Officer N30	30	30
Economist N21	21	21
Economist N24	23	24
Economist R24	24	24
Economist N27	27	27
Economist R27	27	27
Economist N30	30	30
Economist 3	29	29
Economist R30	30	30
Economist N32	32	32
Education Officer R18	18	18
Education Officer N21	21	21
Education Officer N24	23	24
Education Officer N24	23	24
Education Officer R24	24	24
Education Officer N27	27	27
Education Officer N30	30	30
Financial Officer R14	14	14
Financial Officer N18	18	18
Financial Officer R18	18	18
Financial Officer N21	21	21
Financial Officer N24	24	24
Financial Officer N27	27	27
Financial Officer N30	30	30
Information Systems R6	6	6
Information Systems R7	7	7
Information Systems R9	9	9
Information Systems R11	11	11
Information Systems R13	13	13
Information Systems R14	14	14
Information Systems N18	18	18

CLASSIFICATION TITLE	Grid Range	Grid Range
Collective Agreement	31-Mar-02	30-Mar-03
Information Systems R18	18	18
Information Systems N21	21	21
Information Systems N24	23	24
Information Systems N27	26	27
Information Systems N30	30	30
Information Systems R30	30	30
Librarian R14	14	14
Librarian N18	18	18
Librarian R18	18	18
Librarian N21	21	21
Librarian N24	23	24
Librarian N27	26	27
Librarian N30	30	30
Librarian R30	30	30
Office Assistant 2	7	7
Policy Analyst - Economics N27	26	27
Policy Analyst - Economics N30	30	30
Policy Analyst - Economics N32	32	32
Policy Analyst - Finance N27	26	27
Policy Analyst - Finance N30	30	30
Policy Analyst - Finance N32	32	32
Policy Analyst - Science N27	26	27
Policy Analyst - Science N30	30	30
Policy Analyst - Science N32	32	32
Policy Analyst - Social Education & Health N27	26	27
Policy Analyst - Social Education & Health N30	30	30
Policy Analyst - Social Education & Health N32	32	32

CLASSIFICATION TITLE	Grid Range	Grid Range
Collective Agreement	31-Mar-02	30-Mar-03
Research Officer R13	13	13
Research Officer R14	14	14
Research Officer N18	17	18
Research Officer R18	18	18
Research Officer N21	21	21
Research Officer N24	23	24
Research Officer N24	23	24
Research Officer R24	24	24
Research Officer N27	27	27
Research Officer N30	30	30
Research Officer R30	30	30
Training Consultant (Growth to N18)	13/14/15	13/14/15
Training Consultant N18	17	18
Vocational Counsellor R18	18	18
Vocational Counsellor N21	21	21

WAGE TABLE

Grid Level	8A Step	8B Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
			Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
1	1	1	28,064.54	1,075.71	15.37	28,766.16	1,102.60	15.75	29,341.49	1,124.66	16.07
	2	2	29,654.29	1,136.65	16.24	30,395.64	1,165.06	16.64	31,003.57	1,188.36	16.98
	3	3	31,739.55	1,216.57	17.38	32,533.04	1,246.99	17.81	33,183.72	1,271.93	18.17
2	1	1	28,846.78	1,105.69	15.80	29,567.95	1,133.34	16.19	30,159.33	1,156.00	16.51
	2	2	30,488.93	1,168.64	16.69	31,251.15	1,197.85	17.11	31,876.19	1,221.81	17.45
	3	3	32,643.79	1,251.23	17.87	33,459.89	1,282.51	18.32	34,129.10	1,308.16	18.69
3	1	1	29,654.29	1,136.65	16.24	30,395.64	1,165.06	16.64	31,003.57	1,188.36	16.98
	2	2	31,351.79	1,201.71	17.17	32,135.58	1,231.75	17.60	32,778.31	1,256.39	17.95
	3	3	33,577.86	1,287.04	18.39	34,417.31	1,319.21	18.85	35,105.67	1,345.60	19.22
4	1	1	30,488.93	1,168.64	16.69	31,251.15	1,197.85	17.11	31,876.19	1,221.81	17.45
	2	2	32,243.94	1,235.91	17.66	33,050.04	1,266.80	18.10	33,711.06	1,292.14	18.46
	3	3	34,543.37	1,324.04	18.91	35,406.96	1,357.15	19.39	36,115.12	1,384.29	19.78
5	1	1	31,351.79	1,201.71	17.17	32,135.58	1,231.75	17.60	32,778.31	1,256.39	17.95
	2	2	33,164.57	1,271.20	18.16	33,993.69	1,302.97	18.61	34,673.58	1,329.03	18.99
	3	3	35,540.86	1,362.28	19.46	36,429.38	1,396.33	19.95	37,157.99	1,424.26	20.35

Grid Level	8A Step	8B Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
			Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
6	1	1	32,243.94	1,235.91	17.66	33,050.04	1,266.80	18.10	33,711.06	1,292.14	18.46
	2	2	34,116.91	1,307.70	18.68	34,969.84	1,340.39	19.15	35,669.25	1,367.20	19.53
	3	3	36,571.67	1,401.79	20.03	37,485.96	1,436.83	20.53	38,235.70	1,465.57	20.94
7	1	1	33,164.57	1,271.20	18.16	33,993.69	1,302.97	18.61	34,673.58	1,329.03	18.99
	2	2	35,100.16	1,345.39	19.22	35,977.66	1,379.02	19.70	36,697.24	1,406.60	20.09
	3	3	37,637.41	1,442.64	20.61	38,578.35	1,478.70	21.12	39,349.93	1,508.28	21.55
8	1	1	34,116.91	1,307.70	18.68	34,969.84	1,340.39	19.15	35,669.25	1,367.20	19.53
	2	2	36,117.26	1,384.37	19.78	37,020.20	1,418.98	20.27	37,760.62	1,447.36	20.68
	3	3	38,737.82	1,484.82	21.21	39,706.26	1,521.94	21.74	40,500.41	1,552.38	22.18
9	1	1	35,100.16	1,345.39	19.22	35,977.66	1,379.02	19.70	36,697.24	1,406.60	20.09
	2	2	37,167.42	1,424.62	20.35	38,096.61	1,460.24	20.86	38,858.56	1,489.44	21.28
	3	3	39,875.85	1,528.44	21.83	40,872.74	1,566.65	22.38	41,690.22	1,597.98	22.83
10	1	1	36,117.26	1,384.37	19.78	37,020.20	1,418.98	20.27	37,760.62	1,447.36	20.68
	2	2	38,253.05	1,466.24	20.95	39,209.37	1,502.89	21.47	39,993.58	1,532.95	21.90
	3	3	41,050.96	1,573.48	22.48	42,077.23	1,612.82	23.04	42,918.80	1,645.07	23.50
11	1	1	37,167.42	1,424.62	20.35	38,096.61	1,460.24	20.86	38,858.56	1,489.44	21.28
	2	2	39,375.22	1,509.25	21.56	40,359.60	1,546.98	22.10	41,166.82	1,577.92	22.54
	3	3	42,265.30	1,620.03	23.14	43,321.93	1,660.53	23.72	44,188.40	1,693.74	24.20
12	1	1	38,253.05	1,466.24	20.95	39,209.37	1,502.89	21.47	39,993.58	1,532.95	21.90
	2	2	40,533.94	1,553.66	22.20	41,547.29	1,592.50	22.75	42,378.26	1,624.35	23.21
	3	3	43,520.76	1,668.15	23.83	44,608.78	1,709.85	24.43	45,500.98	1,744.05	24.91
13	1	1	39,375.22	1,509.25	21.56	40,359.60	1,546.98	22.10	41,166.82	1,577.92	22.54
	2	n/a	40,533.94	1,553.66	22.20	41,547.29	1,592.50	22.75	42,378.26	1,624.35	23.21
	3	2	41,732.16	1,599.59	22.85	42,775.46	1,639.58	23.42	43,631.00	1,672.37	23.89
	4	n/a	42,969.88	1,647.03	23.53	44,044.13	1,688.21	24.12	44,925.04	1,721.97	24.60
	5	3	44,817.87	1,717.86	24.54	45,938.31	1,760.81	25.15	46,857.11	1,796.03	25.66
14	1	1	40,533.94	1,553.66	22.20	41,547.29	1,592.50	22.75	42,378.26	1,624.35	23.21
	2	n/a	41,732.16	1,599.59	22.85	42,775.46	1,639.58	23.42	43,631.00	1,672.37	23.89
	3	2	42,969.88	1,647.03	23.53	44,044.13	1,688.21	24.12	44,925.04	1,721.97	24.60
	4	n/a	44,249.26	1,696.07	24.23	45,355.49	1,738.47	24.84	46,262.62	1,773.24	25.33
	5	3	46,158.78	1,769.26	25.28	47,312.75	1,813.49	25.91	48,259.03	1,849.76	26.43
15	1	1	41,732.16	1,599.59	22.85	42,775.46	1,639.58	23.42	43,631.00	1,672.37	23.89
	2	n/a	42,969.88	1,647.03	23.53	44,044.13	1,688.21	24.12	44,925.04	1,721.97	24.60
	3	2	44,249.26	1,696.07	24.23	45,355.49	1,738.47	24.84	46,262.62	1,773.24	25.33
	4	n/a	45,570.28	1,746.70	24.95	46,709.54	1,790.37	25.58	47,643.76	1,826.18	26.09
	5	3	47,543.49	1,822.34	26.03	48,732.08	1,867.90	26.68	49,706.75	1,905.25	27.22

Grid Level	8A Step	8B Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
			Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
16	1	1	42,969.88	1,647.03	23.53	44,044.13	1,688.21	24.12	44,925.04	1,721.97	24.60
	2	n/a	44,249.26	1,696.07	24.23	45,355.49	1,738.47	24.84	46,262.62	1,773.24	25.33
	3	2	45,570.28	1,746.70	24.95	46,709.54	1,790.37	25.58	47,643.76	1,826.18	26.09
	4	n/a	46,936.72	1,799.08	25.70	48,110.14	1,844.06	26.34	49,072.37	1,880.94	26.87
	5	3	48,974.96	1,877.21	26.82	50,199.34	1,924.14	27.49	51,203.35	1,962.62	28.04
17	1	1	44,249.26	1,696.07	24.23	45,355.49	1,738.47	24.84	46,262.62	1,773.24	25.33
	2	n/a	45,570.28	1,746.70	24.95	46,709.54	1,790.37	25.58	47,643.76	1,826.18	26.09
	3	2	46,936.72	1,799.08	25.70	48,110.14	1,844.06	26.34	49,072.37	1,880.94	26.87
	4	n/a	48,348.31	1,853.19	26.47	49,557.01	1,899.52	27.14	50,548.18	1,937.51	27.68
	5	3	50,453.99	1,933.90	27.63	51,715.34	1,982.24	28.32	52,749.68	2,021.89	28.88
18	1	1	45,570.28	1,746.70	24.95	46,709.54	1,790.37	25.58	47,643.76	1,826.18	26.09
	2	n/a	46,936.72	1,799.08	25.70	48,110.14	1,844.06	26.34	49,072.37	1,880.94	26.87
	3	2	48,348.31	1,853.19	26.47	49,557.01	1,899.52	27.14	50,548.18	1,937.51	27.68
	4	n/a	49,806.65	1,909.08	27.27	51,051.81	1,956.81	27.95	52,072.88	1,995.95	28.51
	5	3	51,996.98	1,993.04	28.47	53,296.91	2,042.87	29.18	54,362.87	2,083.72	29.77
19	1	1	46,936.72	1,799.08	25.70	48,110.14	1,844.06	26.34	49,072.37	1,880.94	26.87
	2	n/a	48,348.31	1,853.19	26.47	49,557.01	1,899.52	27.14	50,548.18	1,937.51	27.68
	3	2	49,806.65	1,909.08	27.27	51,051.81	1,956.81	27.95	52,072.88	1,995.95	28.51
	4	n/a	51,319.00	1,967.05	28.10	52,601.98	2,016.23	28.80	53,654.05	2,056.55	29.38
	5	3	53,607.42	2,054.77	29.35	54,947.60	2,106.14	30.09	56,046.59	2,148.26	30.69
20	1	1	48,348.31	1,853.19	26.47	49,557.01	1,899.52	27.14	50,548.18	1,937.51	27.68
	2	n/a	49,806.65	1,909.08	27.27	51,051.81	1,956.81	27.95	52,072.88	1,995.95	28.51
	3	2	51,319.00	1,967.05	28.10	52,601.98	2,016.23	28.80	53,654.05	2,056.55	29.38
	4	n/a	52,907.94	2,027.96	28.97	54,230.64	2,078.66	29.70	55,315.28	2,120.23	30.29
	5	3	55,272.14	2,118.58	30.27	56,653.94	2,171.54	31.02	57,787.05	2,214.97	31.64
21	1	1	49,806.65	1,909.08	27.27	51,051.81	1,956.81	27.95	52,072.88	1,995.95	28.51
	2	n/a	51,319.00	1,967.05	28.10	52,601.98	2,016.23	28.80	53,654.05	2,056.55	29.38
	3	2	52,907.94	2,027.96	28.97	54,230.64	2,078.66	29.70	55,315.28	2,120.23	30.29
	4	n/a	54,549.55	2,090.88	29.87	55,913.29	2,143.15	30.62	57,031.59	2,186.01	31.23
	5	3	56,993.02	2,184.54	31.21	58,417.84	2,239.15	31.99	59,586.23	2,283.93	32.63
22	1	1	51,319.00	1,967.05	28.10	52,601.98	2,016.23	28.80	53,654.05	2,056.55	29.38
	2	n/a	52,907.94	2,027.96	28.97	54,230.64	2,078.66	29.70	55,315.28	2,120.23	30.29
	3	2	54,549.55	2,090.88	29.87	55,913.29	2,143.15	30.62	57,031.59	2,186.01	31.23
	4	n/a	56,246.51	2,155.92	30.80	57,652.68	2,209.82	31.57	58,805.76	2,254.02	32.20
	5	3	58,770.06	2,252.65	32.18	60,239.31	2,308.97	32.99	61,444.13	2,355.15	33.64

Grid Level	8A Step	8B Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
			Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
23	1	1	52,907.94	2,027.96	28.97	54,230.64	2,078.66	29.70	55,315.28	2,120.23	30.29
	2	n/a	54,549.55	2,090.88	29.87	55,913.29	2,143.15	30.62	57,031.59	2,186.01	31.23
	3	2	56,246.51	2,155.92	30.80	57,652.68	2,209.82	31.57	58,805.76	2,254.02	32.20
	4	n/a	57,999.37	2,223.11	31.76	59,449.36	2,278.69	32.55	60,638.38	2,324.26	33.20
	5	3	60,607.57	2,323.08	33.19	62,122.75	2,381.16	34.02	63,365.24	2,428.78	34.70
24	1	1	54,549.55	2,090.88	29.87	55,913.29	2,143.15	30.62	57,031.59	2,186.01	31.23
	2	n/a	56,246.51	2,155.92	30.80	57,652.68	2,209.82	31.57	58,805.76	2,254.02	32.20
	3	2	57,999.37	2,223.11	31.76	59,449.36	2,278.69	32.55	60,638.38	2,324.26	33.20
	4	n/a	59,811.08	2,292.55	32.75	61,306.36	2,349.87	33.57	62,532.52	2,396.86	34.24
	5	3	62,506.34	2,395.86	34.23	64,069.00	2,455.76	35.08	65,350.41	2,504.87	35.78
25	1	1	56,246.51	2,155.92	30.80	57,652.68	2,209.82	31.57	58,805.76	2,254.02	32.20
	2	n/a	57,999.37	2,223.11	31.76	59,449.36	2,278.69	32.55	60,638.38	2,324.26	33.20
	3	2	59,811.08	2,292.55	32.75	61,306.36	2,349.87	33.57	62,532.52	2,396.86	34.24
	4	n/a	61,683.25	2,364.31	33.78	63,225.33	2,423.42	34.62	64,489.87	2,471.89	35.31
	5	3	64,467.99	2,471.05	35.30	66,079.69	2,532.83	36.18	67,401.32	2,583.49	36.91
26	1	1	57,999.37	2,223.11	31.76	59,449.36	2,278.69	32.55	60,638.38	2,324.26	33.20
	2	n/a	59,811.08	2,292.55	32.75	61,306.36	2,349.87	33.57	62,532.52	2,396.86	34.24
	3	2	61,683.25	2,364.31	33.78	63,225.33	2,423.42	34.62	64,489.87	2,471.89	35.31
	4	n/a	63,618.03	2,438.47	34.84	65,208.48	2,499.44	35.71	66,512.69	2,549.42	36.42
	5	3	66,495.21	2,548.76	36.41	68,157.59	2,612.47	37.32	69,520.78	2,664.72	38.07
27	1	1	59,811.08	2,292.55	32.75	61,306.36	2,349.87	33.57	62,532.52	2,396.86	34.24
	2	n/a	61,683.25	2,364.31	33.78	63,225.33	2,423.42	34.62	64,489.87	2,471.89	35.31
	3	2	63,618.03	2,438.47	34.84	65,208.48	2,499.44	35.71	66,512.69	2,549.42	36.42
	4	n/a	65,616.50	2,515.07	35.93	67,256.91	2,577.95	36.83	68,602.09	2,629.51	37.56
	5	3	68,590.15	2,629.05	37.56	70,304.91	2,694.78	38.50	71,711.04	2,748.68	39.27
28	1	1	61,683.25	2,364.31	33.78	63,225.33	2,423.42	34.62	64,489.87	2,471.89	35.31
	2	n/a	63,618.03	2,438.47	34.84	65,208.48	2,499.44	35.71	66,512.69	2,549.42	36.42
	3	2	65,616.50	2,515.07	35.93	67,256.91	2,577.95	36.83	68,602.09	2,629.51	37.56
	4	n/a	67,682.42	2,594.26	37.06	69,374.48	2,659.12	37.99	70,762.01	2,712.30	38.75
	5	3	70,754.69	2,712.02	38.74	72,523.56	2,779.82	39.71	73,974.07	2,835.42	40.51
29	1	1	63,618.03	2,438.47	34.84	65,208.48	2,499.44	35.71	66,512.69	2,549.42	36.42
	2	n/a	65,616.50	2,515.07	35.93	67,256.91	2,577.95	36.83	68,602.09	2,629.51	37.56
	3	2	67,682.42	2,594.26	37.06	69,374.48	2,659.12	37.99	70,762.01	2,712.30	38.75
	4	n/a	69,817.39	2,676.09	38.23	71,562.83	2,743.00	39.19	72,994.13	2,797.86	39.97
	5	3	72,991.51	2,797.76	39.97	74,816.30	2,867.70	40.97	76,312.67	2,925.06	41.79

Grid Level	8A Step	8B Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
			Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
30	1	1	65,616.50	2,515.07	35.93	67,256.91	2,577.95	36.83	68,602.09	2,629.51	37.56
	2	n/a	67,682.42	2,594.26	37.06	69,374.48	2,659.12	37.99	70,762.01	2,712.30	38.75
	3	2	69,817.39	2,676.09	38.23	71,562.83	2,743.00	39.19	72,994.13	2,797.86	39.97
	4	n/a	72,073.83	2,762.58	39.47	73,875.68	2,831.65	40.45	75,353.23	2,888.28	41.26
	5	3	75,302.77	2,886.35	41.23	77,185.34	2,958.51	42.26	78,729.09	3,017.68	43.11
31	1	n/a	67,682.42	2,594.26	37.06	69,374.48	2,659.12	37.99	70,762.01	2,712.30	38.75
	2	n/a	69,817.39	2,676.09	38.23	71,562.83	2,743.00	39.19	72,994.13	2,797.86	39.97
	3	n/a	72,073.83	2,762.58	39.47	73,875.68	2,831.65	40.45	75,353.23	2,888.28	41.26
	4	n/a	74,404.44	2,851.92	40.74	76,264.55	2,923.21	41.76	77,789.88	2,981.68	42.60
	5	n/a	77,740.06	2,979.77	42.57	79,683.56	3,054.26	43.63	81,277.27	3,115.35	44.50
32	1	n/a	69,817.39	2,676.09	38.23	71,562.83	2,743.00	39.19	72,994.13	2,797.86	39.97
	2	n/a	72,073.83	2,762.58	39.47	73,875.68	2,831.65	40.45	75,353.23	2,888.28	41.26
	3	n/a	74,404.44	2,851.92	40.74	76,264.55	2,923.21	41.76	77,789.88	2,981.68	42.60
	4	n/a	76,811.63	2,944.18	42.06	78,731.92	3,017.79	43.11	80,306.60	3,078.14	43.97
	5	n/a	80,257.69	3,076.27	43.95	82,264.13	3,153.18	45.05	83,909.46	3,216.24	45.95

INFORMATION APPENDIX I**RE: ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

1. Death must be "*expected*" within twelve (12) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of forty thousand dollars (\$40,000).
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

INFORMATION APPENDIX II

RE: JOB SHARING POLICY DIRECTIVE 6.1

OBJECTIVE

The objective of this policy directive is to outline the terms and conditions of job sharing and the circumstances under which job share arrangements may occur.

APPLICATION AND SCOPE

This policy directive applies to all regular employees.

PRINCIPLES

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees.

MANDATORY REQUIREMENTS

Definitions

"*job share proposal*" is a written request by two (2) employees to job share as detailed under paragraph 8 of this policy directive.

"*job share arrangement*" is an arrangement between two (2) employees (partners) who perform the duties of a position previously performed by one (1) full-time employee.

"*extended absence*" means absences of more than ten (10) working days.

General

Job share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity. Partners in a job share proposal must both be at the same or higher classification level as the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

The Society should ensure that a mechanism is in place to track the number of job sharing arrangements, the nature and classification of the shared positions, and the gender of the partners.

Job Share Proposals

The job share proposal must be presented to the first level excluded manager for consideration and is to include:

- (a) the names and classifications of both partners;
- (b) a request by both partners for part-time employment;
- (c) the qualifications and experience of the partners;
- (d) the partners most recent performance appraisals;
- (e) identification of the position and confirmation that it is either vacant or occupied by one (1) of the partners;

- (f) a description of how job duties and responsibilities will be shared;
- (g) details on arrangements to share information with each other, clients, colleagues and the supervisor;
- (h) a proposal of how work load priorities will be determined by the partners on an ongoing basis;
- (i) a proposal of how extended absences may be covered;
- (j) a preferred start date; and
- (k) a preferred work schedule (subject to the provisions of the applicable collective agreement for bargaining unit employees).

Approval of the job sharing proposal is at the discretion of the excluded manager. Appendix 1 outlines some of the considerations to be reviewed. Before approving a proposal, the manager must ensure that employees and the Employer have a clear understanding of each partner's duties and responsibilities.

The proposal may be approved on a trial basis for a three (3) month period to enable the Employer and the job share partners to assess whether the job-share arrangement is suitable.

Some positions can be more easily job shared; for example if there is "*on-the-spot*" service and little follow-through is required, if there are discrete duties, if work can be scheduled in advance, if different staff can perform functions interchangeably, or if little interaction is required with other employees. Other positions may require more careful planning to accommodate an effective job share arrangement; for example if there are supervisory responsibilities then the people supervised must know which partner is responsible for their supervision; if there are budget or planning responsibilities then the partners must be able to agree to divide responsibilities or reach consensus.

Eligible Partners

The partners must be:

- (a) qualified for the position to be shared;
- (b) covered as regular employees;
- (c) at the same or higher classification level than the position to be shared; and
- (d) performing current duties satisfactorily according to confirmation from their supervisor(s).

Appointment of Job Sharing Partners

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. A copy of the Agreement should be provided to the appropriate human resources/ personnel office. The job share partners are appointed as part-time employees with the proviso that their work hours may be increased up to full-time to cover their partner's extended absence. Appointments are subject to applicable policy directives (for example, Lateral Transfer and Demotion, and Probation).

The appointment letter states:

- (a) terms and conditions of employment, including the statement that benefits are those approved for part-time employees;
- (b) terms of the job share arrangement, including hours of work;
- (c) that, due to operational requirements, partners' hours may be increased to full-time to cover the other partner's extended absence; and

- (d) that the Agreement may be terminated, in writing, by either partner or the Employer.

Acceptance of the appointment must be in writing.

Benefits

The partners' benefits are those approved for regular part-time employees. Most benefits are prorated based on the number of hours the partner works; some benefits are paid in full to both partners.

Extended Absence

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

Partners will give as much notice as possible of an extended absence so that the supervisor can give reasonable notice before increasing a partner's hours of work.

Termination of Job Share Arrangement by Employer

The Society may terminate a job share arrangement for bona fide operational reasons. If so, it is the Society's responsibility to find part-time work for those employees who do not wish regular full-time work. Alternatively, the Employer may move both partners into a new job share if:

- (a) there is an available vacancy;
- (b) the vacant position is appropriate for job-sharing;
- (c) the vacant position is at an equivalent or lower classification level; and
- (d) the supervisor and/or manager of the vacant position agrees to the new job-share.

Termination of Job Share Arrangement by Employee(s)

If either partner terminates the job share arrangement, the remaining partner may request to fill the position full-time or find a new job share partner and submit a new job share proposal. Half of a job share cannot be posted as a promotional opportunity. However the remaining partner may distribute a notice asking for expressions of interest from employees at the same level or higher than the position to be shared. They may then develop a new job share proposal for consideration by the excluded manager.

The excluded manager has the option of creating two (2) part-time positions and posting one (1) of them. In this case, the manager would not have the ability to increase the part-time employees' hours up to full-time to cover extended absences unless agreed to by the part-time employee.

If the above options are not successful, the remaining partner must find alternate employment. The onus is on the employee to find alternate employment, although the ministry will try to assist. The employee has no right to part-time work.

If both partners leave a job share arrangement, the excluded manager may approve a subsequent job share proposal or fill the position on a full-time basis.

MEMORANDUM OF UNDERSTANDING #1
STEWARDS AT STEP 2 OF THE GRIEVANCE PROCEDURE

The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to at least one (1) steward to represent employees at Step 2 of the grievance procedure.
2. In the absence of a steward, another steward at the worksite will represent the employee at Step 2.
3. The mandate of the steward at Step 2 is to:
 - (a) Present the grievance at Step 2.
 - (b) Conduct the Step 2 meeting with the Step 2 designate. Where it is not feasible for the steward and Step 2 designate to meet personally, the Step 2 meeting may be conducted by phone.
 - (c) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.
4. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave their work shall be obtained as required by Clause 2.6(c).
5. Nothing in this Memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.

MEMORANDUM OF UNDERSTANDING #2
BOARD AND LODGING AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

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

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

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

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

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

"*permanent camp*" is a camp which will be established and occupied continuously for more than one (1) year;

"*seasonal camp*" is a camp that will be established and occupied less than five (5) months and is usually comprised of tents and, where feasible, trailers;

"*fly or sub-base camp*" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"*local hire*" is a person who is hired or is domiciled within 80 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 Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters or geographic location*" is that area within a radius of 32 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;

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

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

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

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

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

(a) *Local Hire:*

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

(b) *Employees at Their Headquarters:*

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

(c) *Travel Status:*

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

- (1) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of 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 \$32.50 per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one (1) 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 (5) 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 (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 Short-Term Disability 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 (1) vehicle, and/or household effects.

1.3 Type of Accommodation

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

employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$230 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day. Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

Part II - Relocation Expenses

2.1 Policy

(a) Relocation expenses will apply:

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

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

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following groups of employees who will not be considered to be on relocation:

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

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

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

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

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with Treasury Board Order on Travel Expenses.

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

(b) *Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals: Adults - full rate
 Children 12 and under - one-half (½) rate

 Motel or Hotel - on production of receipts

Private lodging: at old or new location at current rate

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

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

2.3 Living Expenses Upon Relocation at New Location

After the first seven (7) 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 dependants at the new location, a living allowance of twenty dollars (\$20) per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of twenty-five dollars (\$25) 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 their dependants 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 fifty thousand dollars (\$50,000);
- (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 their own household effects and chattels, the employee shall receive one of the following allowances:
- (1) \$450 for a move not exceeding a distance of 240 kilometres
 - (2) \$750 for a move which exceeds a distance of 240 kilometres
 - (3) \$200 where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:
- (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
 - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of four thousand dollars (\$4,000);
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of fifty thousand dollars (\$50,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - \$550;
- (b) when the employee is moving to rental accommodation in the new location - \$250;
- (c) when an employee is moving with a mobile home - \$175;
- (d) when the employee is moving to room and board - \$125.

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 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 (1) year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of \$7,500 (effective April 1, 2001), charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$1,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - 1% of the first \$40,000 of the purchase price;

- one-half of 1% of any amount of the purchase price above \$40,000;
- the total cost to the Employer under part (c) shall not exceed \$900.

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Part III

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another (see Collective Agreement Clause 12.8);
- (b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice;
- (c) as a result of a placement pursuant to Article 36;

the employee will be entitled to the following reimbursements in addition to the provisions of MOU #2 Part II, upon production of receipts:

- (a) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to MOU #2 Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed \$100 and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

MEMORANDUM OF UNDERSTANDING #3**TELEWORK**

(a) The parties agree to establish a Joint Committee comprised of one (1) representative of the Employer and one (1) representative of the Union. The purpose of the Joint Committee shall be to recommend to the bargaining principals:

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

consistent with the following provisions:

(b) For the purposes of this Memorandum:

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

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

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

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

(2) A telework arrangement may be terminated by either the employee or the Employer providing 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 (3) days a week without mutual consent of all parties.

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

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

- (h) The employee is responsible to:
 - (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
 - (2) in consultation with the Local Occupational Health and Safety Committee or Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
 - (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
 - (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
 - (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

MEMORANDUM OF UNDERSTANDING #4

REGULAR PART-TIME EMPLOYEES

The parties acknowledge that as a general principle regular part-time employees should have access to continuous full-time employment prior to casual employees.

MEMORANDUM OF UNDERSTANDING #5
MODIFIED WORKWEEK

Extended Hours of Operation

The parties agree to utilize a Modified Workweek schedule to provide extended hours of operation to clients. The Modified Workweek shall be three (3) days at nine (9) hours per day and one (1) day at eight (8) hours per day for a total of thirty-five (35) hours per week. The workday shall be scheduled between the hours of 8:00 a.m. and 6:30 p.m. Monday to Thursday and between the hours of 8:00 a.m. and 5:00 p.m. on Fridays.

- The minimum staff required will be three (3) employees.
- The work schedule will be four (4) days on with three (3) days off.
- The additional scheduled day off will be based on the agreed upon schedule between the Employer and the Union's designate.
- Offers to work the modified workweek will be made to the senior employee in each required classification. Should the senior employee refuse the opportunity, the offer will be made to the next senior employee in that classification. In any event, the junior employee will be required to work the new workday.
- There will be no increased cost to the Employer due to the short changeover of shifts as the result of implementation of this modified workweek schedule.
- The provisions of Article 14.7 (Modified Workweek) will apply.

The parties agree to meet to discuss any issues the Union may have with respect to this schedule. The Employer agrees to consider any reasonable proposals submitted by the Union that will improve the extended hours of operation.

The Employer will monitor the extended hours of operation and depending upon usage may cancel the arrangement with thirty (30) days notice to the Union and employees affected. If the arrangement is cancelled, employees affected will revert to their former work schedule.

MEMORANDUM OF UNDERSTANDING #6**MODIFIED WORK SCHEDULES**

The parties agree to utilize a Modified Work Schedule to provide extended hours of operation to clients. The Modified Work Schedule shall be the standard workweek consisting of any five (5) consecutive days from Monday to Saturday, inclusive. The workday shall be seven (7) hours per day scheduled between the hours of 8:00 a.m. and 7:00 p.m.

The parties agree to meet to discuss any issues the Union may have with respect to this schedule. The Employer agrees to consider any reasonable proposals submitted by the Union that will improve the modified work schedule.

The Employer will monitor the modified work schedule and, depending on usage, may cancel the arrangement with thirty (30) days notice to the Union and employees affected. If the arrangement is cancelled, employees affected will revert to their former work schedule.

- The Modified Work Schedule shall be first offered to regular employees based on service seniority on a voluntary basis.
- If no regular employee volunteers for the Modified Work Schedule, then the junior employee who has the ability to perform the duties of the position will be required to accept the Modified Work Schedule.
- In recognition of any work performed on Saturday, all hours will be paid at the appropriate afternoon shift premium under Article 15.1(b) (Shift Premiums).

It is agreed that the Employer will not withdraw its mutual agreement for the operation of the Modified Workweek under Article 14.7 (Modified Workweek) during the life of this collective agreement in return for this Memorandum of Understanding on the operation of Modified Work Schedules.

LETTER OF UNDERSTANDING #1

RE: APPENDIX 4, SECTION 2.8(A)

In the event that the maximum retirement provisions of the Public Service Pension Plan Rules are declared inoperative or are otherwise struck down by a Court of competent jurisdiction, Appendix 4, Section 2.8(a) will read:

at the end of the month in which the employee reaches their 65th birthday.

LETTER OF UNDERSTANDING #2
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

1. *Supplemental Unemployment Benefit Plan - Maternity Leave*

- (a) The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to the Collective Agreement Clause 21.1.
- (b) The maximum number of weeks for which SUB Plan benefits are payable is fifteen (15) weeks.
- (c) The duration of the plan will be from the date one (1) 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.
- (d) 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.
- (e) The Employer will inform the Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
- (f) 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.

2. *Supplemental Unemployment Benefit Plan - Parental Leave*

- (a) The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to the Collective Agreement Clause 21.2.
- (b) The maximum number of weeks for which SUB Plan benefits are payable is thirty-five (35) weeks.
- (c) The duration of the plan will be from the date one (1) 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.
- (d) 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.
- (e) The Employer will inform the Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
- (f) 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.