

COLLECTIVE AGREEMENT

between the

EDS ADVANCED SOLUTIONS

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Component 12**

Effective April 1, 2009 to March 31, 2013

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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 May 8, 1974.
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" - wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with **EDS Advanced Solutions** subject to the provisions of Clauses 11.1 and 11.3;
- (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) "***dependant***" - **for the purposes of Clause 20.3 Family Illness, a dependant is: a child of any age who because of mental or physical infirmity is accepted as a dependant under income tax regulations, the relationship between the dependant and parent is more than simply residing in the same home, dependant is under 19 years of age, dependant is under 25 years of age and is attending school/financially dependant, the parent claims the dependant for income tax purposes.**
- (9) "*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;

(c) The term casual and auxiliary have the same intent and application to this Agreement.

"employee" does not include:

1. excluded employees pursuant to Clause 2.1;
 2. incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.
- (10) "Employer" - means EDS Advanced Solutions (EAS)
- (11) "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;
- (12) "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 Clauses 12.8, 13 and 36 and relocation expenses arising there from, "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.
- When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;
- (13) "holiday" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (14) "hours of operation" - are the hours established by the Employer to provide adequate service to our clients and to fulfil the functions of the work unit;
- (15) "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;
- (16) "lateral transfer" or "transfer" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (17) "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 30 - Casual Employees;
- (18) "leave of absence with pay" - means to be absent from duty with permission and with pay;
- (19) "leave of absence without pay" - means to be absent from duty with permission but without pay;
- (20) **"parent" - for the purpose of Clause 20.2 (9) - Serious Illness or Hospitalization of an Elderly Parent includes: natural parents, adoptive parents, or any individual whose status as guardian of the person has been established by judicial decree.**
- (21) "probation" - for an employee is the equivalent of six months full-time employment;
- (22) "promotion" - means a change from an employee's position to one with a higher maximum salary level;
- (23) "relocation" - refers to the movement of an employee from one geographic location to another;

- (24) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (25) "*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;
- (26) "*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;
- (27) "*spouse*" - includes husband, wife and common-law spouse;
- (28) "*technological change*" - means:
- (a) the introduction by the Employer of equipment or material of a different nature or kind from that previously utilized; or
 - (b) a change in the manner in which the Employer carries on its work that is directly related to the introduction of that equipment or material.
- (29) "*termination*" - is the separation of an employee for cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority, or Article 30 - Casual Employees;
- (30) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on EAS business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;
- (31) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (32) "*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;
- (33) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to improve the quality of service. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- (c) *Administrative Services Recognition Day*

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

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision policy 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 7.6, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within EAS and for extending knowledge relating to the *Human Rights Code* to all employees.

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

Discrimination relates to any of the prohibited grounds contained in the 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 which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.6 Sexual Harassment

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the 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 Clause 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 which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

Examples of sexual harassment include but are not limited to:

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

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

1.7 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.6 or 1.7 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 contract person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern, as appropriate, within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the next management level of exclusion, or where no such level exists, the President of EAS within 30 days of receiving the manager's response or when the response was due.

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

- name 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 of EAS will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised, in writing, of the proposed resolution within 30 days of providing notice to the President, as appropriate, or such later date as may be mutually agreed by EAS 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, EAS 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 reassigned without their agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as excluded.

(b) Incumbents of new positions established by the Employer shall be automatically included in the bargaining unit unless specifically excluded by mutual agreement or the *BC Labour Relations 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 BC Labour Relations Board March 8, 1974, applies.

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or 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 which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account 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 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 correspondence 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 for up to three 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 year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.11 Union Meetings

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

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

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

2.12 Union Representatives

- (a) The Employer recognizes that in some circumstances it is difficult for the President or the paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or the President's designate shall submit a request in writing to the employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered as time worked.
- (b) 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 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union/Management Joint Training

- (a) In keeping with the intent of building constructive Union-Management relations the parties agree to jointly develop a one- day training program to be delivered to both steward and manager Step 2 designates. The program will be developed by staff of the Union and the Employer.

The purpose of this training program is to develop an:

- (i) appreciation of the other party's rights, roles and responsibilities in the workplace;
 - (ii) understanding and application of the principles of problem solving;
 - (iii) understanding and applying the basic principles of labour relations;
 - (iv) understanding and applying basic elements of effective communication.
- (b) The training shall be carried out jointly, at the local level, by teams of qualified Union and Employer representatives. Instructors shall receive appropriate training as agreed to by the parties.
 - (c) Once the number of instructors has been established by the parties, union instructors shall be selected by the Union.
 - (d) Union and Management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.
 - (e) Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

7.2 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.

7.3 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.4 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 EAS.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of EAS.
- (e) Notwithstanding Clause 7.4(d) the Employer agrees that access to its premises will be extended to persons designated by the President of the Union upon reasonable notice to the EAS President of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

7.5 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.

7.6 Policy Meetings

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

7.7 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated 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.
- (c) The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:
 - (1) The Union is entitled to at least one steward to represent employees at Step 2 of the grievance procedure. The parties may agree to additional stewards
 - (2) In the absence of a steward, another steward will represent the employee at Step 2.
 - (3) The mandate of the steward at Step 2 is to:
 - (i) Present the grievance at Step 2.
 - (ii) 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.

(iii) 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).

8.5 Time Limit to Reply at Step 2

(a) Within 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 30 days of receiving the grievance at Step 2.

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

8.6 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) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision was due.

8.8 Administrative Provisions

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

(b) Grievances, replies, and notifications shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

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 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the President within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.

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

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

8.12 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 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, **or hand delivered with the receiving party providing acknowledgment of**

receipt in writing. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held **no later than** seven weeks from the date that such a hearing is requested.

9.2 Assignment of a Single Arbitrator

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

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

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

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

9.3 Board Procedure

(a) In this article the term "*Board*" means a single arbitrator.

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

9.4 Decision of Board

The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitration Board

Each party shall pay one-half of the fees and expenses of the **Arbitration Board**.

9.7 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.

9.8 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the 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.

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

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The President, or any official authorized by the President, 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, or any official authorized by the President, 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, or designate, within five days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) adverse employee appraisals.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Employee Appraisal Forms

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

10.7 Personnel File

An employee, or the designate of the Union, 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 designate, shall give the Employer adequate notice prior to having access to such file(s).

10.8 Right to Have Steward Present

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

10.9 Rejection During Probation

- (a) The President, or any official authorized by the President, may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8-Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

10.10 Abandonment of Position

An employee who fails to report for duty for 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 shall be credited with service seniority equivalent to their length of continuous service as a permanent employee. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed.
- (b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present position with the status of a regular employee.
- (c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clauses 12.8 or 12.9 or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.
- (d) Where two or more regular or casual employees have the same seniority date, and when mutual agreement cannot be reached, then seniority shall be determined by chance.
- (e) Employees appointed by the Employer who are not members of this bargaining unit will not be credited, for the purpose of layoff and recall, with service seniority until they have completed one year's employment after having been placed into a vacancy within this bargaining unit, except as provided in (f).
- (f) Employees who left the bargaining unit to fill an exempt position, with EAS and subsequently returned shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

11.2 Seniority List

A current service seniority list for regular employees will be provided by the Employer to the President or designate of the Union on a quarterly basis throughout the year.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21 - Maternity, Parental and Pre-Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification.
- (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; or
 - (3) they are on layoff for more than one year.

11.4 Re-employment

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

11.5 Bridging of Service

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

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

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

ARTICLE 12 - RECRUITMENT AND SELECTION

12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions **within** the bargaining unit, shall be posted within 30 days. Such postings shall be throughout the Employer's premises.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of one year from the establishment of the list.

- (c) Vacancies of a temporary nature that are known to exceed seven months shall be posted within 30 days.
- (d) Notices shall be posted at least 14 days prior to the closing date of the competition, except as provided for in Clauses 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, whether a vehicle is required 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 months in duration shall be filled in accordance with the following:
 - (1) The Employer agrees to make every reasonable effort to ensure that the workloads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, in-service training, or any other reason-
 - (2) The Employer will make every reasonable effort to maintain a list of qualified on-call employees to provide vacancy coverage, and to make every reasonable effort to backfill vacant positions.
 - (3) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.
 - (4) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.
 - (5) For purpose of substitution, first refusal shall be given to regular employees who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.
 - (6) Where a substitution opportunity arises pursuant to (5) above, the Employer will give consideration to offering the opportunity to regular employees in the area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (5) above.

12.2 Union Observer

A designate of the Union may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. 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:

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

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

12.4 Notification

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

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

12.5 Inquiry 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, **letter or facsimile**. Where no written requests have been received by the panel chairperson within seven 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 **in writing**, to the employee, within **seven days** from receipt of the request.

(c) Where an **inquiry** has been filed, no permanent transfers or placements shall take place until the **inquiry decision has been rendered**. Where one or more inquiries 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 **inquiries**. Such agreement shall be in writing and shall not be unreasonably withheld.

(d) **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 Appeal Procedure

Should an employee disagree with the decision in 12.5(b) the matter may be escalated in writing to the President of EAS. The President shall have 10 days to respond in writing. Should the employee still not be satisfied they may grieve the decision as per Clause 9.8.

12.7 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 **within EAS** 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.

12.8 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Rehabilitation Committee established in Clause 12.9 shall consider any application or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit and mutually agreed to by the parties to this Agreement.

12.9 Rehabilitation Committee

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

- (a) The Committee shall consist of two members, one appointed by the Employer and one appointed by the Union. The Chair will rotate between the Employer and the Union. A Secretary shall be appointed to assist in the administration of the Committee.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 4, Part IV - Rehabilitation.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer.
- (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer **or voluntary demotion** on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer.
- (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
- (f) The Rehabilitation Committee shall meet not less than once every three months during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.
- (g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

ARTICLE 13 - LAYOFF AND RECALL

Preamble

The Employer agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article. The parties will form a Joint Workforce Adjustment Steering Committee whose purpose will be to minimize the impact on individual employees affected by redundancy.

13.1 Workforce Adjustment

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

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

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

(c) The Employer will consult with the Union through the Joint Labour/Management Committee established pursuant to Article 28 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:

(1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.

(2) The Employer must first minimize the impact on their regular employees through the appropriate:

(i) layoff of limited term employees;

(ii) cancellation of contracts for employment agency personnel;

(iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;

(iv) where necessary, layoff of casual employees;

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

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

13.2 Layoff

In the event of a layoff of employees 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 13.1, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(c) An affected employee subject to layoff shall have the right to fill vacancies 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 and seniority block.
- (2) The employee shall be placed on the basis of service seniority in accordance with (i) and (ii) below.

	Vacancy	Classification
(i)	Vacancy	same
(ii)	Vacancy	comparable

- (3) "*Comparable*" includes a job with a salary range not more than four grid levels below the employee's original classification.
 - (4) In the event that an employee is not placed pursuant to any of the above options they shall claim early retirement or severance pay.
- (d) Job offers pursuant to (c) above:
- (1) If an employee refuses one 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 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(g).
 - (3) If an employee refuses a maximum of two 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(h).
 - (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 as determined by the Joint Committee, to perform the work available.
- (f) *Retraining and Adjustment Period*
- (1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
 - (2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.
 - (3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(g) *Early Retirement*

A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.

(h) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 13.2 (d), a regular employee will be entitled to resign with severance pay based upon three

weeks current salary for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

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

(i) Subject to Clause 13.2(d) employees shall remain at work and on pay until the steps under Clause 13.2(c)(2) are completed provided the employee has co-operated in the placement process.

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.

13.3 Joint Labour/Management Committee

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

- "*comparable*" includes a job with a salary range not more than four grid levels below or one grid level above the employee's original classification.
 - Where this definition is used, an employee shall not utilize the displacement/bumping options to obtain a promotion.
- (a) A Joint Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of employees who are subject to layoff.
- (b) The Joint Committee shall consist of five representatives, two appointed by the Union, two appointed by the Employer, and a chairperson.
- (c) The Chairperson shall be appointed jointly by the parties.
- (d) The Committee shall meet as required during working hours and leave without loss of pay shall be granted to committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.
- (e) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.
- (f) The Employer will make available to the Committee a monthly list of vacant positions and geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification and geographic location.
- (g) The Joint Committee shall establish a schedule of comparable classifications.
- (h) The Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of Article 13 after the parties have reviewed and attempted to resolve the dispute.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

Preamble

The parties recognize the Employer's right to establish hours of operation to provide adequate service to the public and to fulfil the functions of the work unit. To this end, work schedules selected from Clauses 14.2 and 14.7, will be established pursuant to Article 14 - Hours of Work of the Agreement.

(a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827, which is equivalent to an average of 35 hours per week. The 1827

annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

(b) Except as otherwise provided, the workday shall be seven hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

(c) The regular workweek for employees covered by this Agreement shall consist of up to five (5) consecutive days **normally** between Monday and Friday inclusive; however, the parties recognize the Employer's right to establish the hours of operation and the Union's right to negotiate work schedules to meet the hours of operation in accordance with the provisions of this article.

(d) The regular workday shall consist of no more than nine hours per day (including authorized travelling time) exclusive of meal periods. Regular hours worked in accordance with this article shall total 35 hours per week averaged over a two week period.

14.2 Work Schedules

(a) The normal workweek shall be 5/2, however, when there is mutual agreement between the union designate and the Employer's designate, at the local level, work schedules may be arranged on one of the following basis:

- (1) 5/2 – the workday shall be seven hours
- (2) 5/5/4 – the workday shall be seven hours and 30 minutes
- (3) 5/5/5/4 – the workday shall be seven hours and 22 minutes.

(b) **All new employees will select from the above work schedule options. Existing work schedules outside of the above options shall remain in place until the employee moves into a new position.**

(c) The forgoing work schedules shall be subject to the following provisions:

- (1) Starting and finishing times are scheduled by mutual agreement within Hours of Operation.
- (2) Starting and finishing times unscheduled.
- (3) Starting and finishing times unscheduled around a mutually agreed core period.
- (4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.
- (5) It is understood that the implementation of modified workweek schedules is dependent on receiving confirmation from the Employer prior to implementation.
- (6) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
- (7) Pursuant to Clause 14.4(b) of the Agreement, for vacation purposes employees shall remain on agreed work schedules and vacation entitlement will be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
- (8) Pursuant to Clause 14.4(c) of the Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.

(d) The extra day off is scheduled by mutual agreement at the local level on Monday or Friday, or is scheduled by mutual agreement within the applicable cycle in (a) above.

(e) Work schedules for employees who work rotating shifts shall be in accordance with the provisions of Clause 14.2(a)

(f) A record of the employee's work schedule shall be maintained at the local level.

(g) **For those employees participating in 14.2(a) (2) or (3) above, every effort must be made to take routine appointments on their scheduled day off.**

(h) This Agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.

(i) 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.

(j) The Employer's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this article including the following:

(1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;

(2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated Employer representative.

(3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;

(4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

(k) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes in accordance with the provisions of the Agreement.

(l) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the principals by a further seven days, in which to bring in a decision.

(2) The Umpire shall base their decision on work schedule information in the Agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with the Agreement may be considered.

(3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(4) In coming to a decision, the Umpire shall abide by the following rules:

(i) the decision must not be retroactive;

(ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret the Agreement except for the provisions in this clause.

(m) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:

(1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

(n)

(1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days notice, providing the length of workday is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days notice may be concurrent with the period of notice in (j)(3) above.

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

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

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

14.3 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 30 minutes nor more than 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 and compensated as per Article 16 - Overtime.

14.4 Conversion of Hours

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

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

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

14.5 Rest Periods

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

14.6 Standby Provisions

- (a) Where regular employees who currently are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by.
- (b) **For all new standby arrangements, employees shall be compensated at straight-time at the rate of 8.5% of normal rate of pay per hour of standby.**
- (c) An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted 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.
- (d) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (e) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

14.7 Job Sharing

Job Share is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee. 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 qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Job Share arrangements are at the discretion of the excluded manager responsible for the position. Job Share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current positions. Job Share arrangements may be approved on a trial basis for a three month period to enable all the parties to assess whether the job share arrangement is suitable.

(a) *Initiation of Job Share Arrangements*

Job Sharing proposals must be submitted in writing to the excluded manager for approval and must include the following:

- (1) identification of the partners and the position to be shared, including classification levels;
- (2) a written statement signed by both partners requesting part-time employment to job share as outlined in the proposal;
- (3) information on the qualifications and experience of the proposed partners;
- (4) a description of how job duties and responsibilities will be shared and workload priorities determined on an on-going basis;
- (5) a proposal on how extended absences may be covered;
- (6) details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and

- (7) preferred start date and work schedules (subject to relevant collective agreements, if applicable).
- (b) If approved, the job share proposal is confirmed in writing and becomes the job share agreement. The job sharing partners are then appointed as part-time employees and are subject to the applicable policies (e.g. Recruitment, Selection and Appointment, Lateral Transfer and Demotion). Benefits are in accordance with those approved for part-time employees. Most benefits are pro-rated based on the number of hours the partner works; some benefits are paid in full to both partners.
- (c) The appointment letter should address the terms and conditions of employment and the agreed to terms of the job share arrangement. If the Employer intends to increase either partner's hours of work due to operational requirements or as the result of the extended absence of the other partner, it must be stated in the appointment letter.
- (d) Acceptance of the appointment must be in writing.
- (e) Changes to Job Share Arrangements Changes to job share arrangements may be initiated by either the Employer or the employee. All changes must be in writing and approved by the responsible excluded manager.
- (f) If the appointment letter states that the employee's hours may be increased, this is not meant to be a permanent change in hours unless requested by the employee and approved by the excluded manager, nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion. Partners will give as much notice as possible of an extended absence or change to a job share arrangement so the supervisor can give adequate notice before increasing a partner's hours of work.
- (g) *Termination of Job Share Arrangements*
- (1) The job share arrangement may be terminated, in writing, by either the Employer or the employee.
- (2) The Employer may terminate a job sharing arrangement for bona fide operational reasons.
- (3) If the Employer terminates the job sharing agreement:
- (i) it is the Employer's responsibility to find part-time work for employees who do not wish regular fulltime work. This may include a new job share arrangement if there is a suitable vacant position and the supervisor/manager of that position agrees
- (4) If either partner terminates the job share arrangement:
- (i) the remaining partner may request to fill the position full-time;
- (ii) the remaining partner may find another job share partner (through solicitation of interest) and develop a new job share proposal for approval by the excluded manager;
- (iii) the excluded manager has the option of creating two part-time positions and posting one of them (half a job share cannot be posted as a promotional opportunity). In this case, the manager would not have the ability to increase the remaining part-time employee's hours to cover extended absences without the employee's agreement; and,
- (5) the Employer will endeavour to find a suitable position for the remaining job sharing partner; however; the onus is on the remaining employee to find alternative employment.

14.8 Workload

Employees are expected to work their scheduled hours of work and to do so in an efficient manner. Employees should not work unpaid overtime hours to complete work they are unable to complete in their scheduled shift.

14.9 Clean up Time

Employees shall be allowed reasonable time during the workday or shift for clean up purposes.

14.10 Allocation of Shifts

Where the parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

14.11 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.

14.12 Positions Temporarily Vacant

- (a) The Employer agrees that, except in the case of emergency, an employee's workload 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.

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

14.13 Personal Duties

- (a) It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.
- (b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

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

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

	Apr 1, 2008	Apr 1, 2009	Oct 1, 2010	Oct 1, 2011	Oct 1, 2012
Night Shift	\$1.25	\$1.45	\$1.50	\$1.55	\$1.60

- (c) Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Clause 14.1, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and two days off unless otherwise agreed to by the parties to this Agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Clause 14.1 of the Agreement.
- (d) Where the parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.
- (e) The Employer and the Union agree that employees will not be required to work split shifts except by mutual agreement of the parties.
- (f) 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 60 days following the paid holiday.
- (g) If the lieu day is not taken within the 60 days, it shall be immediately scheduled on the vacation roster.
- (h) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

15.2 Shift Premium Entitlement

- (a) Employees working a night shift as identified in Clause 15.1 shall receive a shift premium for all hours worked on the shift.
- (b) Employees covered by a 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 which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (c) Shift premiums will apply to overtime hours worked in conjunction with a shift.

15.3 Days of Work

- (a) Unless otherwise agreed to by the Bargaining Principals, no employee shall be scheduled to work more than five consecutive days.
- (b) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

15.4 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule or shift for a regular employee or a casual employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of 85¢ per hour in addition to their regular pay, for work performed on the first shift to which they changed.
- (c) In the event that an employee's work schedule or shift is changed without five days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed,

except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.5 Short Changeover Premium

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

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

15.6 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.

15.7 Shortfall of Annual Working Hours

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

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

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

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

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

16.2 Authorization and Application of Overtime

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

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

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

16.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of scheduled daily hours.

- (b) Overtime shall be compensated in 15 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.
- (c) **By default, overtime is compensated in a monetary payment. Employees shall have the option of receiving cash for overtime compensation or equivalent compensatory time off subject to (e) below.**
- (d) If the employee elects to receive equivalent compensatory time off in lieu of a monetary payment, the employee shall indicate their change in preference to the **designated Employer representative two days prior to the end of the payroll period.**
- (e) If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.
- (f) Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the **following pay period.**
- (g) Employees shall notify the designated Employer representative by December 1st of each calendar year of the intent to take compensatory time off, or receive a monetary payment.
- (h) 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 **calendar** year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the **calendar** year or upon termination, whichever occurs earlier.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

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

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

- (b) An employee who works on a designated holiday which is not a scheduled 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 for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (c) An employee on travel status who is required to travel on EAS business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, as per Clause 16.3.
- (2) Accumulated overtime shall be paid in cash at the **calendar** year end or upon termination as per Clause 16.3(e).

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be **\$15.00**.

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

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice 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 or field allowance, then the employee shall receive only one benefit for each meal.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

(b) An employee on 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.

(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 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) *Remote Callout Compensation*

A regular employee who is called to work remotely outside their regular working hours shall be compensated for a minimum of one hour at overtime rates.

(c) *Callout Time Which Abuts the Succeeding Shift:*

(1) If the callout is for three 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 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 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.
- (d) *Overtime or Callout Which Does not Abut the Succeeding Shift:*
- (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
- (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of 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 hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (e) 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.
- (f) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (c)(2), (d)(1), and (d)(2) above, then that portion of the shift shall be compensated at overtime rates.
- (g) 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 clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

- (b) Any 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 other 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.

(1) The scheduling of such lieu day should be taken either immediately before or after the paid holiday, or

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

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

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to Clause 17.3 **and by mutual agreement with the employee and Employer.**

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 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 10 days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to Second	15
Third	16
Fourth.....	17
Fifth.....	19
Sixth to Seventh	20
Eighth.....	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth.....	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth.....	28
Nineteenth.....	29
Twentieth	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 hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.

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

18.2 Vacation Earnings for Partial Years

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

(2) Subject to Clause 18.7, 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 of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

(a) 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, **subject to reasonable operational requirements**. However, all employees shall be allowed to take at least four **consecutive** weeks of their vacation entitlement during the period May 1st to September 30th inclusive, which shall be defined as the prime time vacation period. **Vacation schedules will be circulated by January 31st of each year.**

(b) Completed vacation schedules will be posted by April 1st of each year.

(c) For those employees who have more than four 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. An employee shall be entitled to receive their vacation in an unbroken period.

- (d) An employee who does not exercise their seniority rights within one 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.
- (e) 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.
- (f) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (g) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (h) With the exception of authorized vacation carry-over under Clause 18.7, the scheduling and completion of vacations shall be on a calendar-year basis.
- (i) 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.
- (j) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave that has been earned.
- (k) 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 Preference

- (a) Preference in the selection and allocation of vacation time shall be determined within a 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.
- (b) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.
- (c) Such additional selections shall be made in order of seniority.
- (d) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.

18.5 Vacation Pay

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

18.6 Approved Leave of Absence With Pay

When an employee is hospitalized or under a physician's care and in receipt of the short-term disability benefits or on leave with pay in accordance with Clauses 20.6, 20.8, and 20.9 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.7 Vacation Carry-over

- (a) An employee may carry over up to **10 days** vacation leave per vacation year except that such vacation carry over shall not exceed **10 days** at any time. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five days' vacation leave into their first vacation year.
- (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 carry-over, nor as a seniority choice for the subsequent vacation year.

18.8 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.

18.9 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension benefits under the Public Service Pension Plan rules shall be granted full vacation entitlement for the final calendar year of service.

18.10 Vacation Credits Upon Death

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

18.11 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.

ARTICLE 19 - SHORT-TERM DISABILITY AND LONG-TERM DISABILITY

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five 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 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, as per Clause 20.12, special leave at their regular rate of pay for the following:

- (1) wedding of the employeethree days;
- (2) attend wedding of the employee's childone day;
- (3) birth of the employee's childtwo days;
- (4) serious household or domestic emergencyone day;
- (5) moving household furniture and effectsone day;
- (6) attend their formal hearing to become a Canadian citizenone day;
- (7) attend funeral as pall-bearer or mourner one-half day;
- (8) court appearance for hearing of employee's childone 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, after notifying their supervisor.....one day (this may be used in one-half day increments);
- (10) Child custody hearing..... one day.**

- (b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7), (8) (9) and (10) , 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 occasions within the preceding 12 months.

20.3 Family Illness

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

- (b) **In the case of a serious illness or hospitalization of a spouse of an employee, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.**
- (c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule **routine** medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours **or on a modified day off**, reasonable time off for such appointments for employees or for dependent children shall be permitted, **the full-time absence shall be charged to the entitlement described in Clause 20.5. A minimum of 24 hours notice is required where an employee cannot take their appointment outside of regularly scheduled working hours or on their modified day off. "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 and Family Assistance Program.**
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.5 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of **\$500 per calendar year**.
- (c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.
- (d) Employees in receipt of Short-Term Disability benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.
- (e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the reimbursement, as per Clause 20.4(b) specified above, once per calendar year.

20.5 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.4 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

20.6 Full-time Public Duties

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

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

20.7 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.

20.8 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.

20.9 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.

20.10 Educational Leave

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

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (c) Applications for educational leave for periods of four months or longer must be submitted to the Employer **three months prior** to the beginning of the requested leave period.
- (d) Applications for leave of periods of less than four months should be submitted to the Employer with as much lead time as practical.
- (e) After consideration by the Employer, all applications for educational leave of four months or longer shall be forwarded to the Joint Labour Management Committee established in Article 28 for review, together with the decision of the Employer, no later than two months from the date of submission. If the Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be

reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's 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 100% of their basic pay.

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

(h) Should they leave the service of the Employer before this period expires, they shall refund to the Employer 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 of the Employer 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.

20.11 Elections

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

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

20.12 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.

20.13 Emergency Service Leave

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without

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

20.14 Canadian Armed Forces

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

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

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

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

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

20.15 Donor Leave

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

20.16 Other Religious Observances

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

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

(c) Employees granted leave under this provision may utilize or reschedule **banked overtime**, unused vacation or lieu days.

20.17 Compassionate Care Leave

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

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

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

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

(c) The period of maternity leave alone or in combination with the leave period of 21.5 shall commence six weeks prior to the expected **date of birth**. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.

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

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

(d) Leave taken under this clause shall commence:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.5;

(2) in the case of the other parent, immediately following the birth or placement of the adoptive child.

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.3 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 18.7, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing:

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

(2) the employee has not received parental allowance pursuant to Clause 21.8.

Notwithstanding Clause 18.1 (b) and Clause 18.7 vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

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

21.4 Extended Child Care Leave

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

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

- (b) The combined length of leaves under this clause and under Article 21 shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 21.10(b) and 21.12 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.
- (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.

21.5 Benefit Waiting Period

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

21.6 Benefit Waiting Period Allowance

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

21.7 Maternity Leave Allowance

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

21.8 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) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

21.9 Pre-Placement Adoption Leave

- (a) Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.
- (b) 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, **including travel** up to a maximum of five days, for an international adoption while the employee is in that country.
- (c) Leave under this provision will end with the placement of the adoptive child(ren).
- (d) 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.

21.10 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.5, and 21.9 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.11 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.11 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.6 or 21.9 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre-Adoption Leave or Clause 21.4 or if they do not return to work after having given such advice.

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

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.6, 21.7, 21.8 and/or 21.9, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.6, 21.7, 21.8 and/or 21.9, above on a pro rata basis.

21.13 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.6, 21.7, 21.8 and/or 21.9 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 Safety Equipment

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

22.3 Supply and Maintenance of Equipment

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.

22.4 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.

22.5 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 Employer shall initiate and maintain, at the regular place of employment, an Occupational Health and Safety Committee where there is:
 - (i) a workforce of 10 or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
 - (ii) a workforce of 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.

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.

22.6 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.

22.7 Investigation of Accidents

- (a) Pursuant to Part 3, Division D - Accident Reporting and Investigation of the *Workers Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on 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 Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.8 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:
 - \$55 per biweekly period (effective April 1, 2009)
 - \$56 per biweekly period (effective October 1, 2010)
 - \$57 per biweekly period (effective October 1, 2011)
 - \$58 per biweekly period (effective October 1, 2012)

- Level 2 Occupational First Aid Certificate:
 - \$43 per biweekly period (effective April 1, 2009)
 - \$44 per biweekly period (effective October 1, 2010)
 - \$45 per biweekly period (effective October 1, 2011)
 - \$46 per biweekly period (effective October 1, 2012)

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

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

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 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.

22.9 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.

22.10 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.

22.11 Video Display Terminals

- (a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 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 consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10 minute period. Where alternate work duties are not available, employees shall receive a 10 minute rest break.
- (b) When employees are required to monitor video display terminals which use cathode ray tubes, then:
- (1) Pregnant employees shall have the following options:
- (i) not to continue monitoring video display terminals; or
- (ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or
- (iii) to work at a shielded video display terminal should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of the Employer within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) Where employees are on leave of absence pursuant to (b) above, and opt to maintain coverage for medical, dental, extended health, group life, and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (d) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
- (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.
- (e) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.
- The Employer shall require that any new government owned facility, or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (f) shall apply.
- The Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (e) above and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.
- (f) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (e) above.

22.12 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.

22.13 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.

22.14 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) The Occupational Health and Safety Committee shall approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.15 Pollution Control

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

22.16 Training Program for Occupational Health and Safety Committee Members

- (a) Training of Occupational Health and Safety Committee members will be undertaken using **local training program**.
- (b) The program will provide two days training for all OH&S committee members and designated safety representatives pursuant to Clause 22.5(c)(2) within six months of appointment. The Occupational Health and Safety Committee will determine the priority areas for scheduling of training.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) The training shall be carried out jointly by teams of qualified union and Employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors shall be selected by the Union.
- (f) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

22.17 Employee Safety Travelling To and From Work

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

22.18 Strain Injury Prevention

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

in a manner consistent with mutually agreed guidelines.

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

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1**

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

23.2

- (a) For the purpose of technological change the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 28 - Joint Labour/Management Committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
 - (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 - Layoff and Recall.
 - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer's location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 - Layoff and Recall or Article 30 - 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

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

23.5

The parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology, other than technological change provided for in Clause 23.2(a).

Accordingly, the parties agree, pursuant to Article 28 Joint Labour Management Committee, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

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

25.2 Extended Health Care Plan

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

25.3 Dental Plan

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

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

(b) Orthodontic services are subject to a lifetime maximum payment of **\$4,000** per patient.

25.4 Group Life

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

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

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

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

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

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

25.5 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Employer **all employees** will be covered by the terms and conditions of the Employer's blanket insurance policy. The existing benefits will not be decreased during the life of this Agreement.
- (b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.
- (c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

25.6 Medical Examination

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

25.7 Legislative Changes

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

25.8 Employee and Family Assistance Program

- (a) An Employee and Family Assistance Program for **all** employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This Employer-funded, confidential, assessment/referral service will be monitored by the Joint Labour Management Committee. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

25.9 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.
- (c) The cost of such a brochure shall be borne by the Employer.

25.10 Designation of Spouse

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 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.

26.2 Paydays

- (a) Employees shall be paid biweekly every second Friday
- (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.
- (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.

26.3 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 26.7.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

26.4 Substitution Pay

- (a) An employee will be granted substitution pay where the employee is:
 - (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
 - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
 - (1) substitution pay shall not be payable for periods of substitution of 70 consecutive work hours or less in the higher position;
 - (2) substitution in excess of the 70 consecutive work hours shall be payable from the commencement of the first shift of substitution;

- (3) substitution is not payable for any period of substitution during vacation relief in the higher position.
- (e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.
- (g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited process, in accordance with Clause 27.4 where the dispute is a disagreement on the classification level.

26.5 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 in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.
- (c) The above does not apply to new classifications established pursuant to Clause 27.2.

26.6 Pay on Temporary Reassignment

A regular employee temporarily reassigned 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.

26.7 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 28.4(b) are covered by (a) and (b) above.

26.8 Vehicle Allowances

Vehicle allowances for all distances travelled on the employer's 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:

- 50¢ per kilometre, effective April 1, 2009**
- 51¢ per kilometre, effective October 1, 2010**
- 52¢ per kilometre, effective October 1, 2011**
- 53¢ per kilometre, effective October 1, 2012**

26.9 Meal Allowances

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

Meal	Current	April 1, 2009	October 1, 2010	October 1, 2011	October 1, 2012
Breakfast	\$10.50	\$11.50	\$11.75	\$12.00	\$12.25
Lunch	\$12.25	\$13.25	\$13.50	\$13.75	\$14.00
Dinner	\$21.25	\$22.25	\$22.50	\$22.75	\$23.00

26.10 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.

26.11 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.

26.12 Accommodation, Board and Lodging

(a) Accommodation, board and lodging expenses for employees required to work away from their headquarters shall be paid by the Employer.

(b) *Trainees' Expenses*

Employees who are required by the Employer to participate in in-service training or orientation courses of a duration of 30 days or less shall be reimbursed for accommodation, meals, and travel expenses according to the provisions of the Employer's current travel expense regulations. Accommodation, board, and lodging allowances for employees required to attend in-service courses of a duration of more than 30 days shall be in accordance with the Employer's current regulations pursuant to - Accommodation, Board and Lodging of the Agreement. The provisions of this Article do not apply to a new employee where that employee is assigned to a training centre as their initial posting.

26.13 Retirement Allowance and Pre-Retirement Leave

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

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

26.14 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.

26.15 Telephone Allowance

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

26.16 Salary Rate on Demotion

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

26.17 Hourly, Daily and Partial Month Calculations

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

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

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

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:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

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

$$\text{Salary} = \text{hours worked and paid holidays} \times \text{biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7 hours)}.$$

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.

26.18 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 **\$60** per day upon production of a receipt.

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

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

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

26.19 Lodging Allowance

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

26.20 Professional Fees Reimbursement

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 in full for membership or licensing fees.

26.21 Hosting Expenses

- (a) Where employees have guest speakers, recruiting officers, consultants, community relations personnel, or other non-service personnel at their workplace in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.
- (b) 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.

26.22 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 hours per day exclusive of meal periods, or not more than 70 hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

26.23 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 shall 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.

(a) above does not apply to employees who participate in Employer training programs as a condition of employment. In-service employees participating in such training programs shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two-week period at the Employer's expense. Travel shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall determine the mode of transportation to be taken by the employee.

26.24 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.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**27.1 Classification Plan**

(a) The Employer and the Union recognize the need to maintain the principles of pay equity to evaluate jobs in the bargaining unit. The parties also agree to apply the Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Job Evaluation Plan.

The Job Evaluation Plan will be used to evaluate positions in the Agreement and to determine their appropriate factor ratings.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

(c) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the Employer including staffing and collective agreement purposes.

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

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

- (b) To facilitate the orderly change in the job evaluation plan, a Joint Technical Working Committee will be used. There will be equal representation of technical experts from the Employer and the Union on this Committee, and total membership from each side will not exceed four.
- (c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plan used within the bargaining unit and shall make joint recommendations to the bargaining principals for ratification.
- (d) When a new or substantially altered benchmark/reference job covered by this Agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.
- (e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.
- (f) *Elimination of Present Classification*
- No existing classification shall be eliminated except by prior consultation with the Union.

27.3 Effective Dates

Any resulting change in classification level shall be the first day of the bi-weekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 27.4(a).

27.4 Classification Grievances

An employee shall have the right to file a grievance on the classification of the position they occupy. Such grievance shall be in accordance with the provisions of Article 8 - Grievances, of this Agreement.

- (a) If an employee believes that the position they occupy is improperly classified, they shall request a current written job description which shall be provided within 30 days of the request. Such job description 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 file a grievance at step two of the grievance procedure.

By mutual agreement of the parties any grievances filed under this article may be considered for expedited arbitration, pursuant to Clause 9.8.

ARTICLE 28 - JOINT LABOUR MANAGEMENT COMMITTEE

28.1 Establishment of Joint Labour/Management Committee

- (a) 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 two union representatives and two Employer representatives, and the maximum size shall be three union representatives and three 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 EAS.

- (b) Where employees are appointed by the Union as union representatives to joint union-employer committees they shall be granted leave of absence without loss of basic pay to attend such meetings.

28.2 Meetings of Committee

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

28.3 Chairperson of Committee

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

28.4 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 reorganization of EAS 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 matters unresolved and referred to it by the occupational health and safety committee.
 - (5) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.10(e);
 - (6) reviewing and making recommendations regarding the effective use of human resources;
 - (i) positions that normally form career paths for existing employees;
 - (ii) positions which lend themselves to on the job training, internship and employee development opportunities;
 - (iii) positions which are normally entry level positions into the Public Service;
 - (iv) approaches to enhance greater commitment, co-ordination and standards for training and employee development programs.
 - (7) 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;
 - (8) functioning as an Occupational Health and Safety Committee where no separate Occupational Health and Safety Committee has been established;

- (9) the review of changing workplace technology as it may affect employees covered by the Agreement;
- (10) reviewing options which enhance career opportunities including in-public service, exchange programs and secondments;
- (11) reviewing the circumstances where employees covered by the Agreement are required to standby in conjunction with employees covered by Clause 14.6.
- (12) Subcommittees on education and training may make recommendations to the Joint Committee on:
 - (i) In-service training needs and programs and training assistance.
 - (ii) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications.
 - (iii) Minimum training periods free from normal workload responsibilities.
- (13) Whenever necessary, the Joint Committee may seek the advice of internal or external training resources.
- (14) The parties agree to establish a Joint Committee consisting of one representative from each party to revise the role of the Rehabilitation Committee to:
 - (i) improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
 - (ii) improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
 - (iii) identify and address systemic causes of illness and injury and consequent Short-Term Disability/LTD usage.
 - (iv) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the EAS average. Where health and safety measures may be indicated or where otherwise appropriate, the Committee may coordinate their investigation with the Rehabilitation Committee and make recommendations to the parties depending on the findings.
 - (v) Review current forms used for Short-Term Disability and LTD and Rehabilitation in order to make them simpler and more effective and/or eliminate duplication.

ARTICLE 29 - SECONDMENT

29.1 Definition

"*Secondment*" means a process by which the Employer may assign an employee to another employer.

29.2 Notice of Secondment

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

29.3 Provisions of BCGEU Agreements to Apply

The provisions of the applicable current Union/Employer collective agreements will apply to seconded employees. The Employer to which the employee is seconded will receive written notice of this article and will be provided with a copy of the Agreement.

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

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and their supervisor is not appointed to EAS 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 30 - CASUAL EMPLOYEES

30.1 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 1827 hours in 33 pay periods and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours. **Hours for conversion do not need to be accumulated in the same classification as long as there is no loss of seniority as per Clause 30.3 and where the probationary equivalent has been worked.**
- (c) For the purposes of (b) above and Clauses 30.7 - Application of Agreement, 30.10 - Medical, Dental and Group Life Insurance, 30.12 - Annual Vacations and 30.13 - Eligibility Requirements for Benefits, hours worked shall include:
 - (1) hours worked at the straight-time rate;
 - (2) hours compensated in accordance with Clause 30.11 - 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 Employer to a maximum of 210 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
 - (4) annual vacation pursuant to Clause 30.12(d) - Annual Vacations;
 - (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
 - (6) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay, except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
 - (7) leaves pursuant to Clause 2.10(b) - Time Off for Union Business-With Pay;

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

(d) For the purposes of (b) above and Clauses 30.12 - Application of Agreement, 30.10 - Medical, Dental and Group Life Insurance, 30.12 - Annual Vacations and 30.13 - Eligibility Requirements for Benefits, hours beyond the 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 Employer are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

30.2 In-Service Status for Applying for Regular Positions

- (a) Casual employees who have worked in excess of **30 days** will be recognized as in-service applicants when applying for regular positions.

(b) Subject to Clause 30.5 - Loss of Seniority, a Casual employee who has worked in excess of **30 days** prior to application for a regular position, or a casual employee who is on layoff status and who has worked in excess of 30 days prior to being laid off, will have their length of service as a casual employee recognized.

30.3 Seniority

(a) (1) *Definition of Seniority Unit:* The definition of seniority unit will be in accordance with Appendix 5 - Seniority Blocks and Units of this Agreement.

(2) For the purpose of layoff and recall and other seniority related provisions of this Agreement, a casual employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority unit as defined in, Appendix 5, 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 30.11 - Designated Paid Holidays;
- (iii) annual vacation in accordance with Clause 30.12(d) - Annual Vacations;
- (iv) leave pursuant to Clause 30.13 - Eligibility Requirements for Benefits or Clause 30.7(c) - Application of Agreement;
- (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business-Without Pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (vii) leaves pursuant to Clause 2.10(b) - Time Off for Union Business-With Pay.

(3) The total hours above shall be converted to a seven-hour shift to establish seniority.

(4) Upon completing 30 workdays (seven-hour shifts), a Casual employee's seniority shall include the accumulated 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 Employer 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.

(d) Seniority shall be by classification.

30.4 Casual Days of Rest

(a) Casual employees hired on an "on-call" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on-call staff being available.

(b) Casual employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Casual employees shall not have the right to be recalled on those days of rest.

30.5 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 months;
- (d) they are unavailable for, or decline, four offers of re-employment as provided in Clause 30.6 - Layoff and Recall; or
- (e) they become a regular employee.

30.6 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of service seniority within a seniority unit as defined in Appendix 5.
- (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 33 - 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 30.5(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 30.6 - Layoff and Recall, within 30 days of the appointment.
- (e) The Employer 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 units based on the scheduling patterns for that unit, such that casual employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

Calls made to 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 Employer's operation and may include telephone, radio telephone, pager, public media, on call boards, written communication, etc.
- (h)
 - (1) Where a written communication link is established, a single attempt by registered mail will be made to contact the casual employees.
 - (2) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the casual employees.
 - (3) Where a pager is used, a single attempt will be made and the casual employee must respond to the Employer within five minutes of the page.

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

- (i) Casual employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Where public communication or display media

are used by the Employer to advise casual employees of work available, the casual employee will check such media in the manner indicated by the Employer. 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 their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The casual employee may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Employer is unable to contact casual employees during the scheduled time periods established in (e) above, will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 30.5(d) - Loss of Seniority. If the Employer is unable to contact casual employees outside of the scheduled time periods will not count such unavailability for purposes of Clause 30.5(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 30.5(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 30.5(d) - Loss of Seniority.

(n) Casual employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.5(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 30.7(c) - Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of an 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 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 30.12(b) - Annual Vacations;
- (11) an offer of work which is less than 3½ hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.5 - 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 separate occasions¹ in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive October 1st and March 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 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 Employer is not required to recall casual employees who have already accumulated 1827 hours in 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 hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (2) Where an employee commences work they shall receive three and one-half hours pay at their regular rate unless:
- (i) their work is suspended for reasons completely beyond the control of the Employer; or
- (ii) the duration of the work assignment is known in advance by the employee;
- in which instances the provisions of (s)(1) shall apply.
- (t) Casual employees who have **banked overtime** will have their time off scheduled commencing at the effective date of layoff.
- (u) Casual employees may, on request, also schedule earned vacation credit commencing at the effective date of layoff. In such cases, the provisions of Clause 18.5 of the Collective Agreement shall not apply.
- (v) The casual employee will not be subject to recall during the period of the scheduled earned time off or vacation.

¹It 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.

(w) Employees on scheduled **banked overtime** or vacation past the effective date of layoff will not be grounds for a claim from another employee that he or she has been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

30.7 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 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.

(b) Any casual employee who is eligible to vote in a federal, provincial, first nation or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"*First Nation*" for the purposes of this Agreement, is 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 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

30.8 Health and Welfare

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

- **64¢ per working hour, up to a maximum of \$44.80 per biweekly pay period (effective April 1, 2009).**
- **65¢ per working hour, up to a maximum of \$45.50 (effective October 1, 2010)**
- **66¢ per working hour, up to a maximum of \$46.20 (effective October 1, 2011)**
- **67¢ per working hour, up to a maximum of \$46.90 (effective October 1, 2012)**

30.9 Weekly Indemnity

(a) Casual employees are eligible for weekly indemnity benefits upon accumulation of 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 15 weeks at 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 30.8 - Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the fifteenth day of illness.

(c) Subject to Clause 30.9(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 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 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 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (e) The benefits described in this clause shall not be available to 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.

30.10 Medical, Dental and Group Life Insurance

- (a) Casual employees will be eligible for coverage under Clauses 25.1 - Basic Medical Insurance, 25.2 - Extended Health Care Plan, 25.3 - Dental Plan, 25.4 - Group Life and 25.8 - Employee and Family Assistance Program after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such casual employees eligible for benefits under this clause will not receive the payment under Clause 30.8 - Health and Welfare. A casual employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 30.5 (a), (b), (c) or (d) - Loss of Seniority.
- (b) Casual employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(c) 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.

30.11 Designated Paid Holidays

(a) Casual employees shall be compensated for the paid holiday who have:

- (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
- (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
- (3) worked, or received pay at straight-time rates for at least 105 hours at the straight-time rate in the previous 30 days.

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

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

(c) 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.

30.12 Annual Vacations

(a) Casual employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Casual employees shall receive their earned vacation bi-weekly.

(b) Casual employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven 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 1827 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1 - Annual Vacation Entitlement, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. 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 18.7 - Vacation Carry-over any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

- (f) Upon qualifying for vacation leave 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 this 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 18.5 - Vacation Pay, 18.7 - Vacation Carry-over, 18.8 - Call Back From Vacation, 18.9 - Vacation Leave on Retirement and 18.10 - Vacation Credits Upon Death.

30.13 Eligibility Requirements for Benefits

Casual employees will qualify for Short-Term Disability, Clauses 20.2 - Special Leave, 20.3 - Family Illness, 20.4 - Leave for Medical and Dental Care, 20.5 - Maximum Leave Entitlement, 20.6 - Full-Time Public Duties, 20.7 - Leave for Court Appearances, 20.11 - Elections, 20.13 - Emergency Service Leave and Article 21 - Maternity, Parental and Pre-Adoption Leave as follows:

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in 33 pay periods.
- (b) A casual employee will cease to be entitled to coverage when they:
 - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 - Maternity, Parental and Pre-Adoption Leave,
 - (2) lose their seniority in accordance with Clause 30.5 (a), (b), (c), or (d) - Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.11 - Benefits Upon Layoff or Separation.
- (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 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 pay periods immediately preceding absence due to illness.

ARTICLE 31 - GENERAL CONDITIONS

31.1 Commuting

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

31.2 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.

31.3 Indemnity

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

31.4 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of **a savings bond through the payroll savings program.**

31.5 Political Activity

- (a) *Municipal and School Board Offices:*
- (1) Employees may seek election to municipal and school board offices, provided that:
 - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
 - (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 Employer shall grant leave without pay to attend such meetings.

(3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.12, and provided that such leave shall not exceed one-half shift per week.

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

(b) *Federal and Provincial Offices:*

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.6(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.6(b). If not elected, the employee shall be allowed to return to their former position.

31.6 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. **Employees may also elect to receive an electronic copy.** The cost of such printing and distribution shall be borne equally by the parties.

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

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

COLLECTIVE AGREEMENT
between
EDS ADVANCED SOLUTIONS
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Component 12
Effective April 1, 2009 to March 31, 2013

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

(d) The Employer will provide copies of the printed agreement within 90 days of the signing of the Agreement.

31.7 Personal Property Damage

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.

31.8 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 **President**, including the detailed information outlined above.
- (f) Where an allegation involves the Chief Operating Officer, the employee shall forward their allegation to the President of EAS.

31.9 Electronic Monitoring

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

31.10 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.

If an employee does not present a complaint within the prescribed time limits or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Procedures

- (a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.
- (b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the President of EAS within 30 days of receiving the supervisor's/manager's

response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

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

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

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to arbitration under Article 9 of the Agreement within 30 days of receiving the President of EAS response or when the response was due.

The referral to arbitration will include the written statement presented at step (b) above and the President of EAS response.

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

(f) Disciplinary action taken by the Employer which is consistent with the recommendations of the Arbitrator shall not form the basis of a grievance.

(g) Pending the determination of the grievance, the President of EAS 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.

31.11 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 **President**.

31.12 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.

ARTICLE 32 - EMPLOYMENT EQUITY

- (a) EAS 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 at EAS.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities 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 workforce that is representative of the diversity of the people of British Columbia; and
 - (2) the long-term career development and advancement of employees.
- (f) The Joint Labour/Management Committee under Article 28 is authorized to:
 - (1) advise the Employer on employment equity issues and initiatives;
 - (2) review EAS action plans to ensure they comply with the mandatory procedures and are consistent with employment equity goals;
 - (3) monitor progress of Employer action plans.

**ARTICLE 33 - SPECIAL EMPLOYMENT PROGRAMS AND
EMPLOYMENT AGENCIES****33.1 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 EAS.

- (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 workforce. As such, Clause 30.6(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with Appendix 3 at Level 2 or 3 as appropriate.
- (f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.
- (g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.

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

33.2 Youth Employment Program

The purpose is to establish the salary and working conditions for students hired by the Employer under the youth employment programs, including Environmental Youth Teams.

- (a) Employees hired to carry out the principal duties of a job covered by a classification specification shall be classified accordingly and paid according to the rate established for that position.
- (b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 3.
- (c) Employees hired under this program will be considered casual employees and receive the appropriate benefits as per this Agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.
- (d) If there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to the procedure outlined under Clause 27.4.
- (e) The program will be considered a special employment program and Clause 30.6(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.
- (g) The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

33.3 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 30 days.
- (c) *Combination Usage*

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

- (d) *Waiver*

Nothing in this clause prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

ARTICLE 34 - CAREER DEVELOPMENT

34.1 Purpose

- (a) Both parties recognize that changing policy, improved equipment, methods, and procedures may create changes in the job structure of this workforce. The parties also recognize the need to provide employees with the opportunity for career development.
- (b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service to clients.

- (c) It is recognized that it is in the mutual interest of all employees and EAS that:
- (1) a skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities;
 - (2) 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;
 - (3) 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 Employer training and development funding, Employer training policies and operational requirements. All Employer training policies shall be posted by January 31st of each year or made available on request to employees.
- (d) **For the purpose of career development, the Employer will set aside money for employee training purposes. The amount will be discussed at Joint Labour/Management Committee.**

34.2 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 20.9 of the Agreement.

34.3 Training Assistance

- (a) Employees shall be reimbursed for 100% of the tuition for job-related courses approved by the Employer the guidelines for which are outlined in Clause 34.4.
- (b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

34.4 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.

34.5 Conferences and Seminars

- (a) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at the Employer's expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer.
- (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.

34.6 In-Service Examination

- (a) Where workloads 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.
- (b) 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.
- (c) 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.

34.7 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 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 of the 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.

34.8 Exchange Programs

The Employer agrees that exchange programs between EAS and other jurisdictions, public sector organizations in BC, and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

34.9 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.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2013.

35.2 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, 2013, but in any event not later than midnight January 31, 2013 .
- (b) Where no notice is given by either party prior to January 31, 2013, both parties shall be deemed to have given notice under this clause on January 31, 2013, and thereupon Clause 35.2 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of EAS.

35.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

35.4 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.

35.5 Agreement to Continue in Force

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

35.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification, April 16, 2009.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker, President
BCGEU

James Hamilton, President
EDS Advanced Solutions Inc.

Ron Waller,
Bargaining Committee

Greg Conner, Vice President
Human Resources

Linda Mireau,
Bargaining Committee

Julie Deveson, Manager
Human Resources

Thomas Carlsen,
Bargaining Committee

Ashley Woods,
Senior Human Resource Technician

Sandi McLean,
Component 12 Chairperson

Cheryl Jones,
BCGEU Staff Representative

Signed this _____ day of _____, 200_____.

APPENDICES**APPENDIX 1****Regular Part-Time Employees Service, Benefits,
Paid Time Off And Other Allowances*****Entitlement is Prorated***

- Service Seniority (one year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Other Paid Leaves:
 - 20.02 Special Leave
 - 20.03 Family Illness
 - 20.04 Leave for Medical and Dental Care
- Short-Term Disability²
- LTD*
- **Pension Benefits**
- Canada Pension Plan*
- Unemployment Insurance
- Workers' Compensation Board
- Group Life

Entitlement is not Prorated

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

Others

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

² only pro-rated to the extent that the benefit is based on the employee's part-time salary.

APPENDIX 2 (A)
Salary Grid

Grid 33 will encompass all positions with a cumulative point rating of greater than 1044 points.

All positions currently rated at 1045 points and greater will be reclassified to grid 33, effective April 1, 2009.

APPENDIX 2 (B)
Temporary Market Adjustment

Position/Classification	TMA %
IS 18, FO 18	3.3%
FO and IS 21, 24 & 27	6.6%
FO and IS 30 & above	9.9%

Financial Officers Classified at Grid 18 and above shall be paid in accordance with Salary Schedule 2 where recognized accounting designation (e.g., CMA, CGA, CA) is a requirement of the position and the incumbent possesses such designation.

The above-noted Temporary Market Adjustments were added to base pay April 1, 2009 according to Salary Schedule 2 .

Wage reopener October 1, 2012

		EAS Salary Schedule 1				
			2.50%	.60¢	.60¢	1.75%
Pay Range		Current Hourly	April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly
1	1	15.6701	16.0619	16.6619	17.2619	17.56393
	2	16.1068	16.5095	17.1095	17.7095	18.01939
	3	16.5578	16.9717	17.5717	18.1717	18.48975
	4	17.0239	17.4495	18.0495	18.6495	18.97586
	5	17.722	18.1651	18.7651	19.3651	19.70394
2	1	16.1068	16.5095	17.1095	17.7095	18.01939
	2	16.5578	16.9717	17.5717	18.1717	18.48975
	3	17.0239	17.4495	18.0495	18.6495	18.97586
	4	17.5055	17.9431	18.5431	19.1431	19.47814
	5	18.227	18.6827	19.2827	19.8827	20.23062
3	1	16.5578	16.9717	17.5717	18.1717	18.48975
	2	17.0239	17.4495	18.0495	18.6495	18.97586
	3	17.5055	17.9431	18.5431	19.1431	19.47814
	4	18.0037	18.4538	19.0538	19.6538	19.99773
	5	18.7486	19.2173	19.8173	20.4173	20.77462
4	1	17.0239	17.4495	18.0495	18.6495	18.97586
	2	17.5055	17.9431	18.5431	19.1431	19.47814
	3	18.0037	18.4538	19.0538	19.6538	19.99773
	4	18.5177	18.9806	19.5806	20.1806	20.5338
	5	19.2876	19.7698	20.3698	20.9698	21.33676

EAS Salary Schedule 1						
Pay Range		Current	2.50%	.60¢	.60¢	1.75%
		Hourly	April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly
5	1	17.5055	17.9431	18.5431	19.1431	19.47814
	2	18.0037	18.4538	19.0538	19.6538	19.99773
	3	18.5177	18.9806	19.5806	20.1806	20.5338
	4	19.0495	19.5257	20.1257	20.7257	21.08844
	5	19.8446	20.3407	20.9407	21.5407	21.91768
6	1	18.0037	18.4538	19.0538	19.6538	19.99773
	2	18.5177	18.9806	19.5806	20.1806	20.5338
	3	19.0495	19.5257	20.1257	20.7257	21.08844
	4	19.5985	20.0885	20.6885	21.2885	21.66101
	5	20.4201	20.9306	21.5306	22.1306	22.51789
7	1	18.5177	18.9806	19.5806	20.1806	20.5338
	2	19.0495	19.5257	20.1257	20.7257	21.08844
	3	19.5985	20.0885	20.6885	21.2885	21.66101
	4	20.1664	20.6706	21.2706	21.8706	22.25329
	5	21.0152	21.5406	22.1406	22.7406	23.13854
8	1	19.0495	19.5257	20.1257	20.7257	21.08844
	2	19.5985	20.0885	20.6885	21.2885	21.66101
	3	20.1664	20.6706	21.2706	21.8706	22.25329
	4	20.7527	21.2715	21.8715	22.4715	22.86477
	5	21.6296	22.1703	22.7703	23.3703	23.77932
9	1	19.5985	20.0885	20.6885	21.2885	21.66101
	2	20.1664	20.6706	21.2706	21.8706	22.25329
	3	20.7527	21.2715	21.8715	22.4715	22.86477
	4	21.3591	21.8931	22.4931	23.0931	23.49721
	5	22.2651	22.8217	23.4217	24.0217	24.44211
10	1	20.1664	20.6706	21.2706	21.8706	22.25329
	2	20.7527	21.2715	21.8715	22.4715	22.86477
	3	21.3591	21.8931	22.4931	23.0931	23.49721
	4	21.9856	22.5352	23.1352	23.7352	24.15061
	5	22.9212	23.4942	24.0942	24.6942	25.12638
11	1	20.7527	21.2715	21.8715	22.4715	22.86477
	2	21.3591	21.8931	22.4931	23.0931	23.49721
	3	21.9856	22.5352	23.1352	23.7352	24.15061
	4	22.6326	23.1984	23.7984	24.3984	24.82539
	5	23.5993	24.1893	24.7893	25.3893	25.83359
12	1	21.3591	21.8931	22.4931	23.0931	23.49721
	2	21.9856	22.5352	23.1352	23.7352	24.15061
	3	22.6326	23.1984	23.7984	24.3984	24.82539
	4	23.3016	23.8841	24.4841	25.0841	25.52311
	5	24.3002	24.9077	25.5077	26.1077	26.56459
13	1	21.9856	22.5352	23.1352	23.7352	24.15061
	2	22.6326	23.1984	23.7984	24.3984	24.82539
	3	23.3016	23.8841	24.4841	25.0841	25.52311
	4	23.9927	24.5925	25.1925	25.7925	26.24389
	5	25.0245	25.6501	26.2501	26.8501	27.31999
14	1	22.6326	23.1984	23.7984	24.3984	24.82539
	2	23.3016	23.8841	24.4841	25.0841	25.52311
	3	23.9927	24.5925	25.1925	25.7925	26.24389
	4	24.707	25.3247	25.9247	26.5247	26.98886
	5	25.7731	26.4174	27.0174	27.6174	28.10073

EAS Salary Schedule 1						
Pay Range		Current	2.50%	.60¢	.60¢	1.75%
		Hourly	April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly
15	1	23.3016	23.8841	24.4841	25.0841	25.52311
	2	23.9927	24.5925	25.1925	25.7925	26.24389
	3	24.707	25.3247	25.9247	26.5247	26.98886
	4	25.4446	26.0807	26.6807	27.2807	27.75813
	5	26.5464	27.2101	27.8101	28.4101	28.90724
16	1	23.9927	24.5925	25.1925	25.7925	26.24389
	2	24.707	25.3247	25.9247	26.5247	26.98886
	3	25.4446	26.0807	26.6807	27.2807	27.75813
	4	26.2076	26.8628	27.4628	28.0628	28.55389
	5	27.3456	28.0292	28.6292	29.2292	29.74075
17	1	24.707	25.3247	25.9247	26.5247	26.98886
	2	25.4446	26.0807	26.6807	27.2807	27.75813
	3	26.2076	26.8628	27.4628	28.0628	28.55389
	4	26.9957	27.6706	28.2706	28.8706	29.37583
	5	28.1715	28.8758	29.4758	30.0758	30.60211
18	1	25.4446	26.0807	26.6807	27.2807	27.75813
	2	26.2076	26.8628	27.4628	28.0628	28.55389
	3	26.9957	27.6706	28.2706	28.8706	29.37583
	4	27.81	28.5053	29.1053	29.7053	30.22509
	5	29.033	29.7588	30.3588	30.9588	31.5006
19	1	26.2076	26.8628	27.4628	28.0628	28.55389
	2	26.9957	27.6706	28.2706	28.8706	29.37583
	3	27.81	28.5053	29.1053	29.7053	30.22509
	4	28.6545	29.3709	29.9709	30.5709	31.10585
	5	29.9323	30.6806	31.2806	31.8806	32.43852
20	1	26.9957	27.6706	28.2706	28.8706	29.37583
	2	27.81	28.5053	29.1053	29.7053	30.22509
	3	28.6545	29.3709	29.9709	30.5709	31.10585
	4	29.5418	30.2803	30.8803	31.4803	32.03125
	5	30.8618	31.6333	32.2333	32.8333	33.40793
21	1	27.81	28.5053	29.1053	29.7053	30.22509
	2	28.6545	29.3709	29.9709	30.5709	31.10585
	3	29.5418	30.2803	30.8803	31.4803	32.03125
	4	30.4582	31.2197	31.8197	32.4197	32.987
	5	31.8225	32.6181	33.2181	33.8181	34.40988
22	1	28.6545	29.3709	29.9709	30.5709	31.10585
	2	29.5418	30.2803	30.8803	31.4803	32.03125
	3	30.4582	31.2197	31.8197	32.4197	32.987
	4	31.4057	32.1908	32.7908	33.3908	33.97518
	5	32.8147	33.6351	34.2351	34.8351	35.44468
23	1	29.5418	30.2803	30.8803	31.4803	32.03125
	2	30.4582	31.2197	31.8197	32.4197	32.987
	3	31.4057	32.1908	32.7908	33.3908	33.97518
	4	32.3845	33.1941	33.7941	34.3941	34.99601
	5	33.8408	34.6868	35.2868	35.8868	36.51484
24	1	30.4582	31.2197	31.8197	32.4197	32.987
	2	31.4057	32.1908	32.7908	33.3908	33.97518
	3	32.3845	33.1941	33.7941	34.3941	34.99601
	4	33.396	34.2309	34.8309	35.4309	36.05094
	5	34.901	35.7735	36.3735	36.9735	37.62056

EAS Salary Schedule 1						
Pay Range		Current	2.50%	.60¢	.60¢	1.75%
		Hourly	April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly
25	1	31.4057	32.1908	32.7908	33.3908	33.97518
	2	32.3845	33.1941	33.7941	34.3941	34.99601
	3	33.396	34.2309	34.8309	35.4309	36.05094
	4	34.4413	35.3023	35.9023	36.5023	37.14112
	5	35.9963	36.8962	37.4962	38.0962	38.76289
26	1	32.3845	33.1941	33.7941	34.3941	34.99601
	2	33.396	34.2309	34.8309	35.4309	36.05094
	3	34.4413	35.3023	35.9023	36.5023	37.14112
	4	35.5217	36.4097	37.0097	37.6097	38.26791
	5	37.1282	38.0564	38.6564	39.2564	39.94339
27	1	33.396	34.2309	34.8309	35.4309	36.05094
	2	34.4413	35.3023	35.9023	36.5023	37.14112
	3	35.5217	36.4097	37.0097	37.6097	38.26791
	4	36.6377	37.5536	38.1536	38.7536	39.43183
	5	38.2979	39.2553	39.8553	40.4553	41.16332
28	1	34.4413	35.3023	35.9023	36.5023	37.14112
	2	35.5217	36.4097	37.0097	37.6097	38.26791
	3	36.6377	37.5536	38.1536	38.7536	39.43183
	4	37.7912	38.736	39.336	39.936	40.63486
	5	39.5065	40.4942	41.0942	41.6942	42.42381
29	1	35.5217	36.4097	37.0097	37.6097	38.26791
	2	36.6377	37.5536	38.1536	38.7536	39.43183
	3	37.7912	38.736	39.336	39.936	40.63486
	4	38.9831	39.9577	40.5577	41.1577	41.87794
	5	40.7554	41.7743	42.3743	42.9743	43.72633
30	1	36.6377	37.5536	38.1536	38.7536	39.43183
	2	37.7912	38.736	39.336	39.936	40.63486
	3	38.9831	39.9577	40.5577	41.1577	41.87794
	4	40.2431	41.2492	41.8492	42.4492	43.19204
	5	42.0461	43.0973	43.6973	44.2973	45.07245
31	1	37.7912	38.736	39.336	39.936	40.63486
	2	38.9831	39.9577	40.5577	41.1577	41.87794
	3	40.2431	41.2492	41.8492	42.4492	43.19204
	4	41.5444	42.583	43.183	43.783	44.54921
	5	43.4068	44.492	45.092	45.692	46.49158
32	1	38.9831	39.9577	40.5577	41.1577	41.87794
	2	40.2431	41.2492	41.8492	42.4492	43.19204
	3	41.5444	42.583	43.183	43.783	44.54921
	4	42.8884	43.9606	44.5606	45.1606	45.95092
	5	44.8126	45.9329	46.5329	47.1329	47.95774
33	1	41.5444	42.583	43.183	43.783	44.54921
	2	42.8884	43.9606	44.5606	45.1606	45.95092
	3	44.8126	45.9329	46.5329	47.1329	47.95774
	4	46.8247	47.9953	48.5953	49.1953	50.05622
	5	48.9271	50.1503	50.7503	51.3503	52.24892

EAS Salary Schedule 2						
Pay Range	Current Hourly	2.50%	.60¢	.60¢	1.75%	
		April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly	
1	1	15.6701	16.0619	16.6619	17.2619	17.56393
	2	16.1068	16.5095	17.1095	17.7095	18.01939
	3	16.5578	16.9717	17.5717	18.1717	18.48975
	4	17.0239	17.4495	18.0495	18.6495	18.97586
	5	17.722	18.1651	18.7651	19.3651	19.70394
2	1	16.1068	16.5095	17.1095	17.7095	18.01939
	2	16.5578	16.9717	17.5717	18.1717	18.48975
	3	17.0239	17.4495	18.0495	18.6495	18.97586
	4	17.5055	17.9431	18.5431	19.1431	19.47814
	5	18.227	18.6827	19.2827	19.8827	20.23062
3	1	16.5578	16.9717	17.5717	18.1717	18.48975
	2	17.0239	17.4495	18.0495	18.6495	18.97586
	3	17.5055	17.9431	18.5431	19.1431	19.47814
	4	18.0037	18.4538	19.0538	19.6538	19.99773
	5	18.7486	19.2173	19.8173	20.4173	20.77462
4	1	17.0239	17.4495	18.0495	18.6495	18.97586
	2	17.5055	17.9431	18.5431	19.1431	19.47814
	3	18.0037	18.4538	19.0538	19.6538	19.99773
	4	18.5177	18.9806	19.5806	20.1806	20.5338
	5	19.2876	19.7698	20.3698	20.9698	21.33676
5	1	17.5055	17.9431	18.5431	19.1431	19.47814
	2	18.0037	18.4538	19.0538	19.6538	19.99773
	3	18.5177	18.9806	19.5806	20.1806	20.5338
	4	19.0495	19.5257	20.1257	20.7257	21.08844
	5	19.8446	20.3407	20.9407	21.5407	21.91768
6	1	18.0037	18.4538	19.0538	19.6538	19.99773
	2	18.5177	18.9806	19.5806	20.1806	20.5338
	3	19.0495	19.5257	20.1257	20.7257	21.08844
	4	19.5985	20.0885	20.6885	21.2885	21.66101
	5	20.4201	20.9306	21.5306	22.1306	22.51789
7	1	18.5177	18.9806	19.5806	20.1806	20.5338
	2	19.0495	19.5257	20.1257	20.7257	21.08844
	3	19.5985	20.0885	20.6885	21.2885	21.66101
	4	20.1664	20.6706	21.2706	21.8706	22.25329
	5	21.0152	21.5406	22.1406	22.7406	23.13854
8	1	19.0495	19.5257	20.1257	20.7257	21.08844
	2	19.5985	20.0885	20.6885	21.2885	21.66101
	3	20.1664	20.6706	21.2706	21.8706	22.25329
	4	20.7527	21.2715	21.8715	22.4715	22.86477
	5	21.6296	22.1703	22.7703	23.3703	23.77932
9	1	19.5985	20.0885	20.6885	21.2885	21.66101
	2	20.1664	20.6706	21.2706	21.8706	22.25329
	3	20.7527	21.2715	21.8715	22.4715	22.86477
	4	21.3591	21.8931	22.4931	23.0931	23.49721
	5	22.2651	22.8217	23.4217	24.0217	24.44211
10	1	20.1664	20.6706	21.2706	21.8706	22.25329
	2	20.7527	21.2715	21.8715	22.4715	22.86477
	3	21.3591	21.8931	22.4931	23.0931	23.49721
	4	21.9856	22.5352	23.1352	23.7352	24.15061
	5	22.9212	23.4942	24.0942	24.6942	25.12638

EAS Salary Schedule 2						
Pay Range	Current Hourly	2.50%	.60¢	.60¢	1.75%	
		April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly	
11	1	20.7527	21.2715	21.8715	22.4715	22.86477
	2	21.3591	21.8931	22.4931	23.0931	23.49721
	3	21.9856	22.5352	23.1352	23.7352	24.15061
	4	22.6326	23.1984	23.7984	24.3984	24.82539
	5	23.5993	24.1893	24.7893	25.3893	25.83359
12	1	21.3591	21.8931	22.4931	23.0931	23.49721
	2	21.9856	22.5352	23.1352	23.7352	24.15061
	3	22.6326	23.1984	23.7984	24.3984	24.82539
	4	23.3016	23.8841	24.4841	25.0841	25.52311
	5	24.3002	24.9077	25.5077	26.1077	26.56459
13	1	21.9856	22.5352	23.1352	23.7352	24.15061
	2	22.6326	23.1984	23.7984	24.3984	24.82539
	3	23.3016	23.8841	24.4841	25.0841	25.52311
	4	23.9927	24.5925	25.1925	25.7925	26.24389
	5	25.0245	25.6501	26.2501	26.8501	27.31999
14	1	22.6326	23.1984	23.7984	24.3984	24.82539
	2	23.3016	23.8841	24.4841	25.0841	25.52311
	3	23.9927	24.5925	25.1925	25.7925	26.24389
	4	24.707	25.3247	25.9247	26.5247	26.98886
	5	25.7731	26.4174	27.0174	27.6174	28.10073
15	1	23.3016	23.8841	24.4841	25.0841	25.52311
	2	23.9927	24.5925	25.1925	25.7925	26.24389
	3	24.707	25.3247	25.9247	26.5247	26.98886
	4	25.4446	26.0807	26.6807	27.2807	27.75813
	5	26.5464	27.2101	27.8101	28.4101	28.90724
16	1	23.9927	24.5925	25.1925	25.7925	26.24389
	2	24.707	25.3247	25.9247	26.5247	26.98886
	3	25.4446	26.0807	26.6807	27.2807	27.75813
	4	26.2076	26.8628	27.4628	28.0628	28.55389
	5	27.3456	28.0292	28.6292	29.2292	29.74075
17	1	24.707	25.3247	25.9247	26.5247	26.98886
	2	25.4446	26.0807	26.6807	27.2807	27.75813
	3	26.2076	26.8628	27.4628	28.0628	28.55389
	4	26.9957	27.6706	28.2706	28.8706	29.37583
	5	28.1715	28.8758	29.4758	30.0758	30.60211
18	1	26.2843	26.9414	27.5414	28.1414	28.63385
	2	27.0725	27.7493	28.3493	28.9493	29.45587
	3	27.8866	28.5837	29.1837	29.7837	30.30494
	4	28.7277	29.4459	30.0459	30.6459	31.18223
	5	29.9911	30.7409	31.3409	31.9409	32.49983
19	1	27.0725	27.7493	28.3493	28.9493	29.45587
	2	27.8866	28.5837	29.1837	29.7837	30.30494
	3	28.7277	29.4459	30.0459	30.6459	31.18223
	4	29.6001	30.3401	30.9401	31.5401	32.09205
	5	30.9201	31.6931	32.2931	32.8931	33.4687
20	1	27.8866	28.5837	29.1837	29.7837	30.30494
	2	28.7277	29.4459	30.0459	30.6459	31.18223
	3	29.6001	30.3401	30.9401	31.5401	32.09205
	4	30.5167	31.2796	31.8796	32.4796	33.04799
	5	31.8802	32.6772	33.2772	33.8772	34.4701

EAS Salary Schedule 2						
Pay Range	Current Hourly	2.50%	.60¢	.60¢	1.75%	
		April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly	
21	1	29.6455	30.3866	30.9866	31.5866	32.13936
	2	30.5457	31.3093	31.9093	32.5093	33.07825
	3	31.4916	32.2788	32.8788	33.4788	34.06473
	4	32.4684	33.2802	33.8802	34.4802	35.08355
	5	33.9228	34.7709	35.3709	35.9709	36.60034
22	1	30.5457	31.3093	31.9093	32.5093	33.07825
	2	31.4916	32.2788	32.8788	33.4788	34.06473
	3	32.4684	33.2802	33.8802	34.4802	35.08355
	4	33.4785	34.3154	34.9154	35.5154	36.13696
	5	34.9805	35.855	36.455	37.055	37.70344
23	1	31.4916	32.2788	32.8788	33.4788	34.06473
	2	32.4684	33.2802	33.8802	34.4802	35.08355
	3	33.4785	34.3154	34.9154	35.5154	36.13696
	4	34.5219	35.3849	35.9849	36.5849	37.22516
	5	36.0743	36.9762	37.5762	38.1762	38.84423
24	1	32.4684	33.2802	33.8802	34.4802	35.08355
	2	33.4785	34.3154	34.9154	35.5154	36.13696
	3	34.5219	35.3849	35.9849	36.5849	37.22516
	4	35.6001	36.4901	37.0901	37.6901	38.34972
	5	37.2045	38.1346	38.7346	39.3346	40.02293
25	1	33.4785	34.3154	34.9154	35.5154	36.13696
	2	34.5219	35.3849	35.9849	36.5849	37.22516
	3	35.6001	36.4901	37.0901	37.6901	38.34972
	4	36.7144	37.6323	38.2323	38.8323	39.51185
	5	38.3721	39.3314	39.9314	40.5314	41.24066
26	1	34.5219	35.3849	35.9849	36.5849	37.22516
	2	35.6001	36.4901	37.0901	37.6901	38.34972
	3	36.7144	37.6323	38.2323	38.8323	39.51185
	4	37.8661	38.8128	39.4128	40.0128	40.71301
	5	39.5787	40.5681	41.1681	41.7681	42.49907
27	1	35.6001	36.4901	37.0901	37.6901	38.34972
	2	36.7144	37.6323	38.2323	38.8323	39.51185
	3	37.8661	38.8128	39.4128	40.0128	40.71301
	4	39.0558	40.0322	40.6322	41.2322	41.95375
	5	40.8256	41.8462	42.4462	43.0462	43.79951
28	1	36.7144	37.6323	38.2323	38.8323	39.51185
	2	37.8661	38.8128	39.4128	40.0128	40.71301
	3	39.0558	40.0322	40.6322	41.2322	41.95375
	4	40.2854	41.2926	41.8926	42.4926	43.23617
	5	42.1139	43.1668	43.7668	44.3668	45.1432
29	1	37.8661	38.8128	39.4128	40.0128	40.71301
	2	39.0558	40.0322	40.6322	41.2322	41.95375
	3	40.2854	41.2926	41.8926	42.4926	43.23617
	4	41.556	42.5949	43.1949	43.7949	44.56129
	5	43.4453	44.5314	45.1314	45.7314	46.53169
30	1	40.2648	41.2715	41.8715	42.4715	43.2147
	2	41.5325	42.5708	43.1708	43.7708	44.53683
	3	42.8424	43.9135	44.5135	45.1135	45.90297
	4	44.2272	45.3328	45.9328	46.5328	47.34717
	5	46.2087	47.3639	47.9639	48.5639	49.41375

EAS Salary Schedule 2						
Pay Range	Current Hourly	2.50%	.60¢	.60¢	1.75%	
		April 1, 2009 Hourly	Oct 1, 2010 Hourly	Oct 1, 2011 Hourly	Oct 1, 2012 Hourly	
31	1	41.5325	42.5708	43.1708	43.7708	44.53683
	2	42.8424	43.9135	44.5135	45.1135	45.90297
	3	44.2272	45.3328	45.9328	46.5328	47.34717
	4	45.6573	46.7987	47.3987	47.9987	48.83871
	5	47.7041	48.8967	49.4967	50.0967	50.97337
32	1	42.8424	43.9135	44.5135	45.1135	45.90297
	2	44.2272	45.3328	45.9328	46.5328	47.34717
	3	45.6573	46.7987	47.3987	47.9987	48.83871
	4	47.1344	48.3127	48.9127	49.5127	50.37918
	5	49.249	50.4803	51.0803	51.6803	52.58468
33	1	44.2272	45.3328	45.9328	46.5328	47.34717
	2	45.6573	46.7987	47.3987	47.9987	48.83871
	3	47.1344	48.3127	48.9127	49.5127	50.37918
	4	49.2507	50.482	51.082	51.682	52.58639
	5	51.462	52.7486	53.3486	53.9486	54.89269

APPENDIX 3
Special Employment Program Rates

Level	Definition	Grid	Steps Used		
			1	2	3
1	Youth Employment Program - Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below.	3	—	X	—
2	Youth Employment Program - Students enrolled in full-time studies at an accredited educational institution within the past six months at a post secondary level.	3	—	—	X
4	Coop Education Training Program – Employees registered in a recognized cooperative education program at a participating post secondary institution, who are working towards a diploma or Bachelor's degree.	5	—	X	—
5	Information Technology Work Practicum – Employees registered in a recognized information technology education program at a participating post secondary institution with a minimum instructional period of six months and a maximum work practicum period of four months.	6		X	
6	Coop Education Training Program – Employees registered in a recognized cooperative education program at a participating post secondary institution, who are working towards a post-graduate degree.	11	—	X	—

APPENDIX 4
Short And Long-Term Disability

Part I – Short-Term Disability Plan

1.1 Eligibility

- (a) Regular employees shall be covered by the Short-Term Disability Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of **\$413** or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (d)
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.
 - (2) Employer and employee contributions and deductions for **pension benefits** and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.2 Short-Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period).
- (b) **Absences based on actual time not at work due to illness or injury (for absences of one day or less).**
- (c) The 75% benefit may be supplemented **at the rate of 25% of actual duration of absence** due to illness or injury by the use of the following in descending order:
 - (1) **Accumulated sick leave credit under the old sick leave plan;**
 - (2) **Banked overtime;**
 - (3) **Vacation entitlement.**

1.3 Recurring Disabilities

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

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

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

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

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

1.4 Doctor's Certificate of Inability to Work

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

- (a) a medical practitioner qualified to practice in the Province of BC; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

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

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

1.5 Short-Term Disability Appeal Process

(a) A Claimant whose application for benefits has been denied or their claim has been terminated, may appeal the decision by submitting additional medical information to the Carrier. The Claimant will have 60 days from receiving notice to provide satisfactory evidence to support the claim.

(b) Subsequently, if the Claimant wishes to appeal the denial of benefits under (a) above, the matter will be referred to the Employer Representative and Union Designate. During the appeal process the file may be reviewed by medical consultants (physicians), and/or the Claimant may be required to undergo an independent medical examination (IME) by a medical specialist chosen by the Employer.

1.6 Integration With Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.2(c).

Other disability income benefits will include:

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

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

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive short-term disability benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

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

1.7 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;

- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

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

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

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

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

1.8 Employee to Inform Employer

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

1.9 Entitlement

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

1.10 EIC Premium

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

1.11 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum 6 month period identified in Appendix 4, Part 1 shall be a maximum 7 month period for casual employees who qualify for benefits pursuant to Clause 30.13.

Part II – Long-Term Disability Plan

2.1 Eligibility

- (a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.
- (2) Where an employee is converted from Casual to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short Term Disability Plan benefits under Clause 30.13.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.
- (d) **Should the Employer fail to provide an employee with the LTD Application Forms by the end of the third month of Short-Term Disability benefits, the Employer will maintain the employee on short-term disability benefits until the Plan Carrier renders a decision on the application for LTD benefits. It is incumbent on the employee in these circumstances to submit a completed the LTD Application Forms to the Plan Carrier within 30 days of receipt of the LTD Application or by the end of the short-term disability period, whichever period is greater, unless the employee cannot obtain the necessary information due to the unavailability of a medical specialist or equivalent circumstance.**

2.2 Long-Term Disability Benefit

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

- (a) **The employee shall receive a monthly benefit equal to the sum of 66 and 2/3% of the monthly earnings.**

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

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

- (b) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (c) An employee in receipt of long-term disability benefits will be considered an employee for purposes of pension benefit and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement.

(d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above and contributions for **pension benefit** will be waived by the Employer.

(e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (c) above and contributions for **pension benefit** waived by the Employer, except that pension benefit contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

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

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

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

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 26.7(a) at the employee's basic rate at the date of disability.

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

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

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

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

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

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at

the date of disability but in no event for more than 25 months from the date benefit payments commence.

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

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

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

2.4 Exclusions from Coverage

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

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

2.5 Pre-existing Conditions

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

2.6 Integration With Other Disability Income

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

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

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and

(e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

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

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

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

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

2.7 Successive Disabilities

(a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

(b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

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

preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

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

2.8 Cessation of Benefits

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

- (a) at the end of the month in which the employee reaches their 65th birthday (60th birthday for correctional centre employees);
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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

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

2.9 Leave of Absence

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

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Waiver of Contributions

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

2.13 Claims

- (a) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this plan shall be sent to the plan administrator.

- (b) (1) Written notice of an appeal must be submitted to the plan administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the plan administrator.
- (2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60-day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60-day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

- (c) The expenses incurred by a Claims Review Committee will be paid by the Plan.
- (d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.
- (e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment & Assistance Act* and/or the *Employment & Assistance for Persons with Disabilities Act* except where the benefits received for that period **under these Acts are repaid to the government**. Where the employee has been deemed eligible for benefits under these Acts which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 Administration

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

2.17 Implementation by Regulation

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

2.18 Benefit Level

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

Part III - Joint Advisory Committee

There shall be a Joint Advisory Committee which shall consist of **three** representatives appointed by the Employer and **three** representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make

recommendations to the bargaining principals on all matters related to the effective administration of the **Short and Long Term Disability Plans** and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. The Committee shall consider and report back on all matters related to the plans.

Part IV - Rehabilitation

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

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

shall have benefits suspended.

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

- (c) The application shall be completed and returned to the Employer who shall within 10 workdays forward the application to the Secretary. The Committee members shall be provided with copies of the application.
- (d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
 - (1) if the application is properly before the Committee;
 - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
 - (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
 - (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.

- (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 - Layoff and Recall of the Agreement excluding displacement options pursuant to Clause 13.2.

- (e) (1) An employee in receipt of short-term disability plan benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if it is medically appropriate to do so.
- (2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on short-term disability plan benefits. In such cases, Part IV (c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 4.
- (g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

APPENDIX 5 Seniority Blocks And Units

The parties agree that seniority blocks and units shall be as follows:

- (a) Seniority blocks for regular employees shall be by classification.
- (b) **Seniority units for casual employees shall be by classification within:**
- **Customer Service Centre**
 - **Payment Processing Centre**
 - **Corporate**
 - **Information Management and Information Technology**
 - **Hostings**
- (c) **Should it become necessary to amend the seniority unit as a result of operational or organizational changes, the matter shall be referred to the Joint Labour Management Committee for consideration and recommendation to the bargaining principals.**
- (d) **Prior to such matters being referred to the Joint Labour/Management Committee, written notification shall be provided to the bargaining principals.**

APPENDIX 6 List Of Arbitrators And List Of Classification Appeal Referees

The parties agree that arbitrations pursuant to Clause 9.2 and Clause 9.8 will be assigned to the following arbitrators in rotation.

Where an arbitrator would be unable to hear an arbitration under Clause 9.8 within three 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 months.

Arbitrators

Emily Burke	Robert Diebolt
Nick Glass, Q.C	Rod Germaine
Allan Hope, Q.C. (P)	John Hall
Marguerite Jackson	Karen Nordlinger, Q.C
Judi Korbin	Vince Ready
Stan Lanyon, Q.C.	Glenn Sigurdson, Q.C.
John Steeves	

Referees

John Kinzie
Jo Surich
Robert Pekeles

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 25.4(d) are as follows:

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

MEMORANDUM OF UNDERSTANDING 1**Re: Employment Security**

1. During the term of this Memorandum of Understanding the Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in the EAS bargaining unit who has regular status as of April 1, 2006, **except where a major change to a client contract results in the reduction of resources required to meet contractual obligations**.
2. This Memorandum does not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.

3. In order for the Employer to satisfy the provision of point 1 above, the Union recognizes that workforce adjustment activity **up to and including layoff of regular employees**, will be necessary whether due to reorganization, program termination, relocation, closures, etc.
4. Labour/Management Committee will coordinate such workforce adjustment activity in accordance with its mandate.
5. Regular employees, who are placed pursuant to this Memorandum shall have their salary protected pursuant to Clause 26.7 of the Agreement.
6. **Should there be a dispute over this MOU, either party may refer the dispute to the grievance process.**
7. This Memorandum remains in force and effect for the **term of the current collective agreement**.

MEMORANDUM OF UNDERSTANDING 2

Re: Standby Internet Service

The parties agree that for those employees required to maintain a regular standby work schedule, home internet service will be compensated at a flat rate of \$40 per month.

For the purposes of this agreement, regular standby is at least the equivalent of one week per month.

MEMORANDUM OF UNDERSTANDING 3

Re: An Optional 40 hour Workweek for Specific Information Systems Classifications

The parties recognize that recruitment and retention challenges with information systems bargaining unit classifications may occur over the life of the collective agreement. The intention of this Memorandum is to provide options in hours of work for a restricted set of information systems classifications in order to enable EDS Advanced Solutions to attract and retain individuals in positions with extreme recruitment/retention challenges.

Subject to established criteria, employees in identified classifications will have the option to work a guaranteed 40 hour workweek, equivalent to 80 hours bi-weekly. The additional five hours will be compensated at straight-time rates.

The established criteria used to establish whether a 40 hour workweek shall be an option, include the following factors.

- **The 40 hour workweek offsets regular ongoing overtime**
- **Improvement in coverage and or service delivery**
- **Significant labour market (recruitment or retention) consideration supporting the 40 hour week.**

This option will only be available to employees in positions classified at Information Systems 27 and above.

Employees who select this option will have the opportunity to revert back to 35 hours per week at any time with one month's notice. Should this occur, annual vacation leave entitlements will be adjusted accordingly.

All other terms and conditions of employment will remain the same.

MEMORANDUM OF UNDERSTANDING 4
Re: BCGEU Help Desk Positions - PLNet

The parties recognize that over the life of the collect agreement, opportunities for additional work may be negotiated between EDS Advanced Solutions and outside parties that may result in additional work for EDS Advanced Solutions, and have the potential for additional bargaining unit positions to be created.

The intention of this Memorandum is to reach agreement and provide clarity with respect to the number of bargaining unit positions we will commit to creating and maintaining **with respect to PLNet**.

Currently, PLNet Help Desk services are being provided under contract from the Provincial Government, to EAS. EAS is seeking assurance from the BCGEU that it shall not interfere with EAS' right to continue to sub-contract with EDS Canada, those services which EAS does not relocate to its Victoria headquarters.

In summary, the parties agree that:

- Positions which are created as bargaining unit positions shall be maintained as bargaining unit positions for the life of the contract.
- Should the PLNet contract not be extended beyond the three year scope, the placement and layoff provisions of the collective agreement shall apply to those employees in those positions.

MEMORANDUM OF UNDERSTANDING 5
Re: 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 6
Re: Gainsharing

The parties acknowledge that suggestions for gainsharing improvements may arise or be negotiated at any time during the life of this agreement to provide additional (one-time, or ongoing) payments. Where such initiatives are identified, the bargaining principals will meet to review the proposal and consider whether it should be included within the scope of this memorandum.

The parties agree that as a result of amendments to the Agreement, there are ongoing costs and savings accruals beyond the expiry of the Agreement. The parties will meet six months prior to the expiry of the Agreement to review the status of such accruals and quantify their value. The methodology of the review shall be mutually agreed.

In view of this the parties further agree that savings in excess of costs will be applied as a wage increase or other benefit(s) as the parties agree. These increases and or benefits, flowing from the Agreement, will be applied during the term of the next agreement in addition to any increases which may be negotiated in that agreement. Any disagreements regarding the actual amount of the savings to be applied may be resolved by reference to arbitration.

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**Regarding Casual Employees - Short-Term Disability Benefits**

Subject to the eligibility requirements of Clause 13.12, casual employees will continue to be covered by the provisions of Appendix 4, Part I as outlined in the Agreement signed May 23, 2001 (i.e., 7 months).

LETTER OF UNDERSTANDING 3**Grand Parented Provisions**

The parties agree that employees who as of March 30, 2009, enjoyed regular status and had the provisions of one or more of the following collective agreement clauses apply to them, shall continue to be eligible while they remain in their existing position to which any or all of those clauses currently apply.

The clauses that shall continue to apply are outlined below, and are in accordance with the expired agreement:

Clause 14.5 Standby Provisions
Clause 15.1(a) (2) Afternoon Shift
Clause 15.2 Shift Premium Entitlement
Clause 16.11(a) Callout Provisions
Appendix 6 – 3.2(a) Shift Patterns
Appendix 12 – 4.10 Modified Workweek

LETTER OF UNDERSTANDING 4**Intern Rate For Entry Level Positions**

The parties agree that for all new external hires at grid level 14 and below, an intern rate shall be in effect for a period equivalent to one year's employment (1827 hours).

Employees hired into positions at grid 7, 9 and 11 shall be assigned for pay purposes only, at step one of the pay band equivalent to two grids lower on the salary scale. For employees hired into grid 14 positions, they shall be placed at step one of grid 11 on the salary scale.

At the end of the equivalent of the first year's employment, employees on an intern wage shall move to step one of the applicable grid into which they were hired.

**LETTER OF UNDERSTANDING 5
Reinstatement Of Provisions Affected**

(a) In no way was it the intent of either party to diminish or remove rights and privileges or affect any obligations for the Union or the Employer that were provided for in the previous agreements, in regards to Components 6 and 12 unless otherwise stated.

(b) The sole intent was to make the collective agreement more reflective of the new employer, EDS Advanced Solutions and was for ease of administration only.

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