

**2010 – 2011 Collective Agreement
between the
British Columbia Assessment Authority
and the
Canadian Union of Public Employees
Local 1767**

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THIS AGREEMENT made this 7th day of December, 2010,

BETWEEN:

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

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

1. PREAMBLE

1.01 Purpose of Agreement

It is the purpose of both parties to this Agreement:

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

1.02 Collective Agreement

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

1.03 Corporate Humanism

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

1.04 Respectful Workplace

The Employer and the Union agree that all employees have the right to expect and have

the responsibility to create, a workplace where all employees are safe and treated with respect, in an environment free of harassment and discrimination. Inappropriate conduct such as bullying, intimidation or other vexatious behaviour will not be tolerated.

2. MANAGEMENT RIGHTS

2.01 Management Rights

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

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

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

President and CEO
Vice Presidents
Assessors
Directors
Deputy Assessors
Manager, Administration and Business Rules
Manager, Administrative Services
Manager, Application Development Services
Manager, Audit and Performance
Manager, Business Systems Services
Manager, Communications
Manager, Customer Services
Manager, Database Services
Manager, Financial Planning and Policy
Manager, Financial Reporting and Operations
Manager, Infrastructure Services
Manager, Planning and Risk Management
Manager, Quality Assurance and Business Processes
Legal Counsel
Policy Analysts
Corporate Secretary
Executive Coordinators
Facilities Co-ordinator
Payroll Supervisor
Executive Secretaries

Human Resources Division
Office Supervisors III in Area Offices
Secretary to Director, Legal Services & Government Relations
Office Assistant to the President and CEO

3.02 No Other Agreements

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

3.03 Union Activity

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

4. STRIKES

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

5. UNION SECURITY

5.01 Employees to be Members

Subject to Article 3.01, all present members shall, as a condition of continued employment, remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. All present employees occupying positions within the jurisdiction of Local 1767 who are not members as of January 1st, 1977 shall be deducted dues and assessments in amounts determined by the Annual General Meeting of Local 1767 but shall not be required to join and become members of the Union. Expulsion shall not constitute cause for loss of employment.

6. CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each payroll cheque and a cheque for each four week period be forwarded to the Secretary-Treasurer of the Union within ten working days of the second deduction, accompanied by a list of the names, home addresses and

classifications of each employee. Amendments to the address list shall be supplied quarterly.

6.03 Dues Receipts

The Employer shall include the amount of union dues paid by each union member in the previous year on the T4 Statement of Remuneration Paid.

7. & 8. Not Applicable

9. EMPLOYEE-EMPLOYER RELATIONS

9.01 Joint Consultation

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

9.02 Terms of Reference and Composition of Joint Committees

- (a) The parties agree to establish joint committees as and when required to continue effective relationships and co-operation.
- (b) Terms of reference and composition to be decided by the parties at the time of formation.
- (c) It is agreed by the parties that the joint committees shall not have jurisdiction over wages or grievances, or the power to bind either the Union or the Employer to any decisions or conclusions reached in their decisions.
- (d) It is agreed that employees shall not suffer any loss of pay for time spent on these committees. It is further agreed that the Union shall pay all other expenses incurred by its representatives.

10. & 11. Not Applicable

12. GRIEVANCE PROCEDURE

12.01 Recognition of Area Representatives and Grievance Committee

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

12.02 Location and Name of Area Representative

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

12.03 Guidelines

- (a) The parties agree that grievances can frequently be resolved by discussion between the employee and the employee's immediate supervisor and therefore in the hope that disputes can be resolved amicably, every employee in the bargaining unit is encouraged to seek to settle informally, with their immediate supervisor, any dispute which may arise.
- (b) An employee or any group of employees of Local Union 1767 shall have full rights to grieve and the issue shall be resolved by procedures consistent with this Article, including time limits, as they apply.
- (c) In pursuit of resolution for problems arising under the terms of this Agreement, it is agreed and understood that these problems and all grievances may be discussed and processed between the appropriate parties involved during working hours. This shall include the use of telephones where necessary and the costs shall be borne by the Employer for calls between the parties to this Agreement.

12.04 Settling of Disputes

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

Step 1

Within 15 working days of the date on which an employee first becomes aware of the action or circumstances giving rise to the grievance, the employee must bring the matter to the attention of the Union Area Representative who in turn shall attempt to resolve the issue with the appropriate manager. Failing resolution the issue will be formally grieved and presented at Step 1 within three working days. The manager shall respond within three working days of the grievance presentation.

Failing resolution, the Union may elevate the grievance to Step 2, but must do so within 10 working days of receipt of the Step 1 response.

Step 2

Within 10 working days of the Employer receiving the grievance at Step 2, the Union Regional Director and the Employer's Vice President shall meet to attempt to resolve the grievance. The Vice President shall respond within 10 working days of the meeting.

Failing resolution the Union may elevate the grievance to Step 3, but must do so within 10 working days of receipt of the Step 2 response.

Step 3

Within 10 working days of the Employer receiving the grievance elevation to Step 3, the Union Chief Grievance Officer and the CEO or his/her representative shall meet to attempt to resolve the grievance. The CEO shall respond within 10 working days of the meeting.

Step 4

Failing resolution the Union may refer the grievance to a Board of Arbitration as outlined in Article 13, but must do so within 15 working days of receipt of the Step 3 response.

- (b) The time limits set forth in Steps 1 to 4 above may be extended with the mutual consent of both parties. This consent will not be unreasonably withheld.
- (c) Both parties shall retain the right to involve any resource person at any or all steps in the grievance procedure.
- (d) Should the substances of the grievance refer to the suspension of an employee, Step 1 of the grievance procedure shall be eliminated. In the case of the discharge of an employee Steps 1 and 2 of the grievance procedure shall be eliminated.
- (e) In the event that, after having initiated a grievance through the grievance procedure, an employee takes settlement action through any other channel, then the Union agrees that the grievance shall be considered to have been abandoned.
- (f) Notwithstanding (e) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

12.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs and cannot be settled through the mutual agreement of both parties, the Union or the Employer may initially present the grievance at Step 2 of Article 12.04(a) above, subject to the stipulated time limits.

13. ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, fax or email addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five work days thereafter, the other party shall answer by registered mail, fax or email indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chairperson. By mutual consent, the parties may refer the matter to a single arbitrator in lieu of a three person arbitration board.

13.02 Failure to Appoint

If the parties fail to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within seven work days of their appointment, at the request of either party, the appointment shall be made by the Labour Relations Board of BC pursuant to the *Labour Relations Code*.

13.03 Board Procedure

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

13.04 Decisions of the Board

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

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five work days.

13.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of its appointee to the Board and

- (b) One-half of the fees and expenses of the single Arbitrator or Chairperson, as applicable.

13.07 Amending of Time Limits

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

13.08 Witnesses

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

14. DISCIPLINE

14.01

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

14.02

Whenever an interview is to be held with an employee with respect to dismissal or suspension, for a written reprimand, or for a verbal reprimand that becomes part of his or her personnel record, the employee may, at his or her option, request the attendance of his or her Area Representative or his or her alternative Area Representative, or if either are not immediately available, a Union officer of the employee's choice. Where the Union officer does not normally work in the employee's office, attendance shall be through teleconference. However, if immediate disciplinary action is required, the Employer will not be prevented from doing so, if none of the above are available. In circumstances where the employee chooses to be interviewed without Union representation, upon conclusion of the interview the Employer will notify the Area Representative that the interview took place.

14.03

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

14.04

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

15. SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as all uninterrupted time as a permanent employee of the BC Assessment Authority and shall apply on a bargaining-unit-wide basis.
- (b) For purposes of promotional opportunities, employees who work less than full-time shall acquire seniority on the basis of 1,827 hours equals one year.
- (c) For those employees who joined the BC Assessment Authority upon its creation on July 2, 1974, seniority will also include total time in the employ of the Employer from whom the employee was designated plus all time with previous employers, provided that such time was uninterrupted public service in an assessment related work circumstance in the employ of a British Columbia municipality or in the employ of the Crown in the right of the Province of British Columbia.

15.02 Seniority List

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

15.03 Probation for Newly Hired Employees

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

15.04 Probationary Periods

- (a) Probationary periods will be observed for the following classifications:
- Appraisers - One year of employment status
 - Appraisal Systems Business Analyst - One year of employment status
 - Planning and Policy Coordinator - One year of employment status
 - Research and Planning Coordinator - One year of employment status
 - Programmer Analysts - One year of employment status
 - Technical Analysts - One year of employment status
 - Others - Six months of employment status
- (b) Employees who are normally required to serve a probationary period of one year shall be considered to have completed their probationary period if they are assigned a higher category level in their class series.
- (c) Probationary periods may be extended by mutual agreement.

15.05 Benefits Reference Table: Permanent Employees ^{Note 1}

Benefit	Waiting Period	Layoff	Sick Leave
<i>Basic Medical</i>	1 month	6 months	Sick Leave and 2 years LTD
<i>Dental and Extended Health</i>	6 months	30 days	Sick Leave and 2 years LTD
<i>Group Life</i>	1 month	6 months	Age 69 ^(note 2)
<i>Pension</i>	Immediate	--	60 working days (no contributions during LTD)
<i>L.T.D.</i>	6 months	See Article 23	n/a
<i>Annual Vacation</i>	Immediate	--	60 working days (no accumulation during LTD)
<i>Sick Leave</i>	Immediate	--	n/a

15.06 Definition of Employee

Employee means a member of the bargaining unit appointed pursuant to section 13 of the *Assessment Authority Act*, and includes:

1 See Articles 22, 23 and 28 for entitlements.

2 Group Life coverage ceases for employees on LTD at age 65.

- a. Permanent employees – means an employee who is employed for work which is of a continuous nature on either a full time or less than full time basis, and who is normally appointed through open competition.
- b. Temporary employees - means an employee who is employed for a limited period of time. Temporary employees are normally hired for special work projects or unusual or peak workloads or other special circumstances, or summer relief.

16. PROMOTIONS AND INTERNAL STAFF CHANGES

16.01 Definition of Promotion

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

16.02 Job Postings

- (a) All permanent job vacancies within the bargaining unit shall be posted on the Employer's website and by direct e-mail notification to employees and to the Union office prior to filling. In addition, job vacancies occurring outside the bargaining unit shall be posted prior to filling to enable interested bargaining unit employees to apply. The posting will remain on the website for a minimum of 14 calendar days prior to the closing date.
- (b) When a position at the working level is to be filled, it shall be posted at the working level with the proviso that a lesser qualified applicant may be considered at the trainee or I level.
- (c) The working level class series are as follows:
 - 1. Appraiser II or lesser for appraisal.
 - 2. Appraisal Assistant II or lesser for Appraisal Assistants.
- (d) It is recognized that an employee shall not be eligible to apply for a lateral transfer on any position unless the employee has been employed at one office location for a minimum period of two years in the class series pertaining to the employee's application.

- (e) When an existing bargaining unit employee is the sole applicant for a posted position that is the same classification as their base position (lateral transfer), s/he shall be awarded the transfer without competition. The relocation terms of Article 25.13 may apply if the transfer is to another geographic area.
- (f) An employee who applies for a posted position that is the same classification as their base position (lateral transfer) will be deemed to have satisfied the technical requirements for the competition if s/he has written and passed, within the last two years, the written technical portion of a competitive process for that classification. If the employee wishes to rewrite the technical portion in order to improve on the score, they must notify Human Resources when they apply.
- (g) Eligibility lists may be established through the competition process and used to fill vacancies. When it is intended to establish an eligibility list, it will be stated on the posting. Eligibility lists will be in effect for a maximum of four months from the establishment of the list and will only be applicable to the locations in the original posting.

16.03 Information in Postings

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

16.04 Role of Seniority in Promotions or Transfers

(a) Principles of Seniority

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

(b) Acting Pay

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

(c) Substitution Pay

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

(d) Short Duration Acting Positions

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

(e)

1. Where an employee substitutes or acts in a position in accordance with paragraphs (c) or (d) above, then payment for vacation and other paid leaves taken during the first 20 continuous work-days of the substitution or acting period will be made at the employee's basic rate of pay in their base position.

2. After the 20 work-days described in 1. above, payment for vacation and other paid leaves taken during the substitution or acting period will be made at the substitution or acting rate until the date that the appointment was scheduled to end. If the appointment is extended, the employee will not be required to serve an additional 20 days waiting period pursuant to 1. above. Request for vacation days during the substitution or acting period will not be unreasonably withheld.

16.05 Trial Period

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

16.06 Promotions Requiring Higher Qualifications

When there are no applicants who possess the required qualifications, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such

appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given an exact time in which to qualify. Providing the employee becomes qualified within the specified time, permanent status shall then be received from the date of qualification. If the employee does not qualify by the specified time, the position shall be re-advertised and when a qualified applicant is assigned, the employee who was on acting status shall be reassigned, without loss of seniority or former classification at the appropriate increment step. The Union shall be notified of such acting positions.

16.07 Notification to Employee and Union

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

16.08 Handicapped Worker Provision

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

16.09 Older Worker Provision

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

16.10 Training

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

- (a) After one year service, leaves of absence without pay for up to four months may be granted to employees who wish to take job related courses. Application for

such leave shall be submitted in writing at least 60 days in advance. Upon successful completion of the course and upon presentation of the necessary receipts, the employee shall be reimbursed for the cost of tuition and required texts.

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

16.11 Progression from Trainee Positions

(a) Appraisal Assistant

Appraisal Assistant Trainee - minimum 6 months
- maximum 12 months

Appraisal Assistant I - 24 months

PROVIDED HOWEVER, entry to the Authority was as an Appraisal Assistant Trainee or the employee had 12 months of experience elsewhere.

(b) Appraisal

Appraiser Trainee - minimum 6 months
- maximum 12 months

PROVIDED the employee has enrolled in the appropriate appraisal courses.
Appraiser I - 24 months

PROVIDED the employee has successfully completed the educational requirements as specified in the job descriptions.

16.12 Clerical Employees Transferring to Appraisal Category

- (a) When an Appraisal Assistant transfers to an appraisal category, such employee shall be credited with 50% of their Appraisal Assistant service PROVIDED that this service is not less than six months. If the service is less than six months, it shall not be counted towards their appraisal progression time as noted in Article 16.11(b) above. Notwithstanding the foregoing, in no case shall the resultant appraiser trainee experience qualification be reduced to less than six months. In the case of an Appraisal Assistant I with more than one year experience transferring to an Appraiser Trainee position, the beginning wage shall be Appraiser Trainee, Step 2. Notwithstanding Article 25.05 (c), in the case of an Appraisal Assistant II or above with more than one year experience transferring to an appraisal position, the beginning wage shall be Appraiser I, Step 1.
- (b) When other clerical employees are transferred to an appraisal category, such employees may receive credit for any assessment related service up to a maximum of six months.
- (c) Any Appraisal Assistant employee transferring to an appraisal classification must have the appropriate educational qualifications and necessary time for each appraisal classification level as noted in 16.11 (b).

17. LAYOFF AND RECALL

17.01 Preamble

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

17.02 Definitions

(a) Geographic Areas of Work

1. Head Office
2. Capital
3. Assessment Areas 9 - 14
4. Other Assessment Areas as individual geographic areas

(b) Position Class Series

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

17.03 Recognition of Seniority

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

17.04 Written Notice of Layoff

- (a) The Employer shall notify employees who are to be laid off at least 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the 20 working day notice period prior to layoff the employee shall be paid for the remainder of the 20 working day notice period for which work was not made available in lieu of such notice.
- (b) A written notice of layoff, to the employee shall contain a definite time limit of seven calendar days from receipt of notice for exercising her or his seniority to bump a junior employee. If an employee's choice is not available the employee shall have an additional day to notify the Employer of the next choice.
- (c) If an employee does not exercise his or her seniority within the time limits or is unable to do so then the employee shall be laid off and placed on the recall list, or she or he may opt to resign and be paid severance pay.
- (d) A copy of all notices to be sent to the Union Office.
- (e) All notices to be received via registered mail.

17.05 Bumping Rights

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

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

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

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

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

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

Secondly - on a province wide basis.

- (C) An employee who has less than two years seniority has no bumping rights.
- (D) For purposes of administering the bumping process only, when more than one employee subject to layoff elects to bump into the same job, the employees involved shall bump in order of seniority until the bumping process is completed.
- (E) An employee cannot bump an employee occupying a position with a higher classification, i.e. no bumping up.
- (F) An employee will be placed in the new classification and new salary range of the position of the incumbent the employee bumps, as follows:
 - 1. When an employee bumps an employee in the same classification with the same salary range the employee will be placed at the same incremental salary step that she or he currently holds.
 - 2. When an employee occupies a position within the working level class series:
 - (a) Appraiser II or lesser for appraisal
 - (b) Appraisal Assistant II or lesser for Appraisal Assistantsthe employee shall retain his or her current salary rate when bumping within the working level class series.
 - 3. When an employee bumps an employee in a lesser classification with a lesser salary range the employee will be placed at the nearest incremental salary step on the lower salary range which approximates the employee's current salary rate provided that under no circumstances will an employee receive higher remuneration or benefits.

4. Pursuant to the foregoing, under no circumstances will an employee's salary rate exceed the salary maximum of the salary range of the new class.
- (G) Provided an employee has exhausted his or her bumping rights pursuant to the above, and subject to Section (C), the employee may exercise his or her seniority to choose to bump the most junior employee with less than four years seniority on a province wide basis who occupies a position that the employee has previously permanently held within the Authority.
- (H) Bumping Rights - Higher than Working Level

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

Senior Appraisal Assistant
Senior Appraiser
Office Supervisor

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

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

2. Head Office Bumping Procedure

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

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

Group 1 - Appraisal

Appraiser II (or lesser)
Senior Appraiser
Research Officer
Analyst, Quality Assurance

Group 2 –Business and Customer Services

Information Technology- Infrastructure Services

Senior Client Support Analyst
Client Support Analyst
Production Co-ordinator
Senior Technical Analyst
Technical Analyst

Information Technology- Application and Database Services

Programmer Trainee
Programmer Analyst
Project Leader
Database Administrator
Database Analyst
Research and Planning Coordinator
Data Mart/Data Interface Architect
Data Warehouse Architect
Application Architect

Customer and System Solutions

Senior Web Analyst
Senior Business Analyst
Lead Business Analyst
Business Analyst

Group 3 - Accounts and Related

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Purchasing Coordinator
Accounting Supervisor
Senior Analyst

Group 4 - Clerical Support

Administrative Assistants
Receptionist
Customer Information Coordinator
Legal Information Clerk
Communications Officer
Communications Coordinator

Group 5 - GIS

GIS Technician
Senior GIS Technician
GIS Business Analyst

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

17.06 Relocation Costs

- (a) An employee who has greater than four years seniority and moves pursuant to Section 17.05 shall be reimbursed relocation costs pursuant to D1 (a) only and up to 50% of D2 of the transfer regulations where the move involves relocation from one geographic area to another as defined in Section 17.02(a) with the exception that Head Office and Capital shall be considered the same geographic area of work for the purposes of this section only.
- (b) An employee who moves pursuant to Section 17.05 where an employee has between two but less than four years seniority, shall be reimbursed relocation costs for the movement of household effects pursuant to D1 (a) only of the transfer regulations where the move involves relocation from one (1) geographic area to another as defined in Section 17.02(a), with the exception that Head Office

and Capital shall be considered the same geographic area of work for the purposes of this section only.

- (c) No other relocation costs will be provided.

17.07 Recall Procedure

- (a) An employee shall be recalled in order of his or her seniority within the same or lesser classification of the employee's position class series on a province wide basis provided the employee is qualified. If an employee fails to return to work within seven calendar days of receipt of recall notice sent by registered mail, the employee ceases to be an employee and she or he will have deemed to have abandoned her or his position and to have resigned unless such failure to return to work is owing to illness or injury which is attested to by a written statement from a licensed medical practitioner, in which case the employee will report for work on the date indicated by the licensed medical practitioner.
- (b) No new employee will be hired to fill a full time position until those employees on the recall list have been given an opportunity for re-employment pursuant to 17.07(a).
- (c) A laid off employee who is recalled shall be responsible for any relocation expenses.
- (d) In the event an employee does not accept recall, that employee will be deemed to have terminated his or her employment with no severance pay payable and the vacant position will be offered to the next most senior qualified laid off employee pursuant to Section 17.07(a).
- (e) It shall be the responsibility of the laid off employee to keep the Director of Human Resources informed of her or his current address.
- (f) A copy of all recall lists and notices will be forwarded to the Union Office.

17.08 Seniority During Layoff

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

17.09 Duration of Layoff

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

17.10 Not Applicable

17.11 Severance Pay

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

- (1) three weeks' salary for an employee with a minimum of six consecutive months up to two consecutive completed years of service, and
- (2) three weeks' salary for each consecutive completed year of service in excess of two completed years of service up to a maximum of 52 weeks' salary.

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

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

18. HOURS OF WORK

18.01 Regular Daily Hours

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

18.02 Rest Breaks

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

18.03 Variable Hour Schedules

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

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

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

For the purposes of this article the "BC Assessment Education Seminar" is considered a training programme. Only travel to and from the seminar and its training sessions are considered time worked under this clause.

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

19. OVERTIME

19.01 Definition

- (a) "Overtime" means work performed by a full-time employee in excess or outside of the employee's regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.
- (e) "Double time and one-half" means two and one-half times the straight time rate.

19.02 Authorization and Application of Overtime

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

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

19.03 Overtime Entitlement

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

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

19.04 Recording of Overtime

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

19.05 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

19.06 Overtime Compensation

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

- (a) First two hours over the regularly scheduled work day at time and one-half for each hour worked.
- (b) All other hours beyond the first two overtime hours at double time for each hour worked.
- (c) Double time for all hours worked on a day of rest.
- (d) An employee who works on a designated holiday which is not a scheduled work day shall receive his or her regular day's pay and shall receive additional compensation at the rate of double time for all hours worked, EXCEPT for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

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

19.07 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half hours of overtime before or after, but joined to the employee's scheduled hours of work, shall be provided with a meal or shall be reimbursed the amount of \$14.75. A meal break of one-half hour with pay shall be given.
- (b) If an employee continues to work overtime beyond the initial three hours, a further meal or allowance and meal break, as above, shall be provided upon completion of an additional four hours thereafter.
- (c) Where any of the meals provided under (a) or (b) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.

19.08 No Layoff to Compensate for Overtime and Overtime Accumulation

- (a) Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- (b) Employees may elect to accumulate overtime hours equivalent to a maximum of 10 working days in any calendar year in lieu of payment.
- (c) The period in which such time shall be taken off shall be arranged between the employee and the local Assessor or Director.
- (d) Employees who elect to take time off in lieu shall normally be permitted no more than five days off within each of the calendar periods January to June and July to December. The Assessor or Director may, at his or her discretion, grant greater time off up to the 10 day maximum during either of the periods January to June or July to December.
- (e) The deferred overtime bank shall be utilized in the following way:
 - 1. Once the maximum of 10 days deferred time off in lieu of overtime has been reached, the accumulation shall cease and the employee will be reimbursed for future overtime in accordance with Article 19.06.
 - 2. When as a result of taking accumulated time off, the total in the employee's bank falls below 10 days, the employee may again accumulate up to the 10 day maximum.

3. An employee's overtime bank may be replenished or accumulated in any calendar year by no more than 10 days in accordance with (b) above.
- (f) Time off in lieu of overtime shall be accumulated in accordance with the premium amount. For each hour worked at time and one-half, one and one-half hours shall be accumulated. For each hour worked at double time, two hours shall be accumulated.

19.09 Right to Refuse Overtime

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

19.10 Overtime for Auxiliary Employees

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

19.11 Call-Out Provisions

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

19.12 Rest Interval

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

19.13 Taxi Transportation

The Employer shall reimburse the employee for the costs of receipted taxi transportation from the work location to the normal place of residence, PROVIDING that the employee completed work between the hours of 10:00 p.m. and 6:00 a.m., AND PROVIDING that the work was not from a regular shift. The maximum reimbursement shall not exceed \$25.00.

19.14 Standby Compensation

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

20. SHIFT WORK

20.01 Shift Differential

A shift differential of \$0.85 per hour effective July 1, 1994 shall be paid for all straight time hours scheduled between 5:00 p.m. and 8:00 a.m. This excludes those employees who chose variable hour schedules as noted in Article 18.03 above which overlap into this time period.

20.02 Exclusion of Shift Differential

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

21. PAID HOLIDAYS

21.01 Paid Holidays

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

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

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

- (b) In order for a temporary employee to qualify for paid holidays as listed in Section (a) above, the employee shall have worked for at least 15 days during the 30

calendar days immediately preceding the paid holiday and must have completed at least 30 days of employment.

21.02 Holidays Falling on Saturday or Sunday

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

21.03 Holiday Falling on a Day of Rest

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

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

21.04 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; EXCEPT for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

21.05 Holiday Coinciding with a Day of Vacation

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

21.06 Christmas or New Year's Day Off

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

22. ANNUAL VACATIONS

22.01 Definitions

(a) Vacation Year

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

(b) First Vacation Year

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

22.02 Annual Vacation Entitlement

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

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

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

22.04 Vacation Entitlement for Partial Years

- (a) During the first partial year of service a new employee shall earn vacation days at the rate of one and one-quarter days for each month for which the employee has earned 10 days or more pay.

- (b) Any unused vacation entitlement earned during the first partial year of employment shall be paid to the employee on December 31st of that year unless the employee elects a vacation carry-over as provided for in Article 22.09.
- (c) During the first and subsequent vacation years, an employee shall earn one-twelfth of the annual entitlement for each month in which the employee has received at least ten days pay at straight time rates. Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31st of that year, or on termination.
- (d) During the first six months of continuous employment, an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

22.05 Scheduled Vacations

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

22.06 Not Applicable

22.07 Approved Leave of Absence with Pay during Vacations

When an employee is qualified for approved leave with pay during her or his vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

22.08 Call-Back on Vacation

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

22.09 Vacation Carry-Over

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

22.10 Vacation Entitlement Calculations

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

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

22.11 Single and Partial Day Vacation

Single and partial day vacation leave must be mutually agreed to by the employee and the Employer. Such arrangements shall not exceed 20 total occurrences in any one vacation year. A partial day vacation shall mean no less than three and one half hours except where the employee's current vacation entitlement is less.

22A. RETIREMENT ALLOWANCES

In consideration of long service, an employee who retires under the terms of the *Public Sector Pension Plans Act*, shall receive as a retiring allowance the following sums:

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

Year	
25	38 days
26	40 days
27	42 days
28	45 days
29	47 days
30	50 days
31	52 days
32	53 days
33	55 days
34	56 days
35	57 days

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

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

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

where

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

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

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

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

23. SICK LEAVE AND LONG TERM DISABILITY

23.01 Short Term Illness or Injury

- (a) The Employer agrees to pay 90% of income for a period not exceeding three days of absence due to illness or injury which is not supported by a written statement from a licensed medical practitioner during the life of this Agreement. When the Employer perceives an abuse or misuse of sick leave by an employee, a written statement from a licensed medical practitioner may be required at the discretion of the Employer and where an employee has been advised prior to his or her return to work that medical evidence will be required, and fails to provide acceptable medical evidence, it shall be cause for disallowance for sick leave pay.
- (b) Notwithstanding the foregoing, any absence due to illness or injury in excess of five consecutive working days must be supported by a written statement from a licensed medical practitioner. Failure to provide a written statement from a licensed medical practitioner shall be cause for disallowance of sick leave pay for the full period.
- (c) The Employer agrees to pay 100% of income for the first 60 working days of absence due to any single illness, the absence for which is supported by a written statement from a licensed medical practitioner.
- (d) Coverage for permanent employees will commence immediately upon employment and for temporary employees on the day after the fourth month of continuous service. Coverage for all employees will terminate immediately upon cessation of employment, including layoff pursuant to Article 17.

23.02 Long Term Disability

- (a) The Employer will provide a long term disability plan to its employees and will contribute 100% of the monthly cost of the Long Term Disability Plan (salary continuation insurance).
- (b) After the 60 working days in Article 23.01 (the short-term illness qualifying period) and upon application and acceptance by the carrier, an eligible employee who continues to be unable to work due to the same illness or injury will be paid 75% of income that was in effect at the beginning of the 60 working days.
- (c) Coverage for permanent employees will commence on the first day of the month following the sixth month of continuous employment and for temporary employees on the first day of the month following the ninth month of continuous employment. Coverage for all employees will terminate immediately upon cessation of employment or at the end of the month in which the employee reaches age 65, whichever comes first. However, if an employee is on long term disability prior to layoff or leave the benefits will continue under the terms and conditions of the benefits carrier.
- (d) During periods of approved long term disability, the employee accrues pensionable and contributory service in the Public Service Pension Plan, but no salary contributions are made.
- (e) In all cases where contracts exist between the Employer and a benefits carrier (insurance companies, etc.) and the term or conditions of those contracts conflict with any clause or terms of this Agreement, the contract terms with the benefits carrier shall have precedence.

23.03 Integration With Other Disability Income

- (a) Notwithstanding Articles 23.01 and 23.02 above, the amount payable by the Employer may be reduced when:
 - i) Any amount is payable under the *Workers' Compensation Act* or the Canada Pension Plan.
 - ii) There is illness due to alcoholism, drug addiction or the use of any hallucinogenic or stimulating agent taken voluntarily and not under the direction of a licensed medical practitioner, unless the illness is documented as being organic or the employee agrees to undergo an approved rehabilitation plan.

- (b) Notwithstanding paragraph (a), the Employer has the right to recover from an employee benefits paid under the plan for loss of income for which the employee has been indemnified by a no-fault auto insurance plan.

24. LEAVE OF ABSENCE

24.01 Special Leave

- (a) Any employee may be entitled to special leave with pay for the following reasons:
 - 1. Marriage of employee - 3 days
 - 2. Wedding of employee's son or daughter - 1 day
 - 3. Birth or adoption of employee's child - 2 days
 - 4. Serious household or domestic emergency - 1 day
 - 5. Moving household furniture and effects - 1 day
 - 6. (a) Attend citizenship test - ½ day
 - (b) Attend citizenship ceremony - ½ day
 - 7. Attend funeral as pall-bearer or mourner - up to ½ day
- (b) Reasonable notice of time is required for the above and Sub-sections 1., 2., 5. and 6. shall be in writing. Approval shall not be withheld without cause.
- (c) In the case of illness of a dependent child of an employee, and when no one in the employee's home other than the employee can provide for the needs of the ill child, the employee shall be granted one day leave with pay to arrange for the care of the ill child. The employer may request medical evidence from a licensed medical practitioner to support the reason for the leave when it appears that a pattern of consistent absence is developing.
- (d) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, the employee may request leave of an emergency nature up to two days leave with pay per calendar year.
- (e) In areas where adequate medical and dental facilities are not available, an employee may request leave with pay for up to a maximum of four days per calendar year for travel/treatment to the nearest appropriate medical facility. The employer may request medical evidence to support the reason for the leave.

24.02 General Leave

- (a) General leave of absence without pay may be granted by the Employer if requested in writing by an employee stating the reasons for such leave, and this request shall be presented to the Employer not less than 45 working days prior to the commencement date of the leave. However, subject to the approval of the Employer, the advance written notice of 45 working days may be reduced when the leave requested is of an emergency nature. The reply by the Employer shall be in writing within five working days.
- (b) General leave, other than of an emergency nature, shall not be granted more frequently than once each two years.
- (c) In order to be considered for general leave an employee must have been employed for no less than two years.
- (d) In considering requests for general leave, due consideration shall be given to such matters as expected work requirements and conditions at the time of leave, employee seniority and the number of employees away at that time. Approval shall not be unreasonably withheld.
- (e) Where two or more applicants request the same time frame, the most senior applicant shall be accorded the first preference.
- (f) Where an applicant for general leave has an accumulation of earned leave such as vacation and overtime accumulation, the earned leave accumulation shall form the first portion of the time off. An employee granted leave of an emergency nature shall not have to use current year earned vacation accumulation entitlement.
- (g) An employee on general leave may not accept employment with another employer during this period. Accepting such employment during a period of general leave shall be grounds for dismissal. In addition, pursuant to 24.02(a), an employee using general leave for emergency purposes for other than the reasons it was granted shall be cause for dismissal. An employee whose request is granted based on a misrepresentation of its purpose may be subject to discipline and dismissal.
- (h) The premium costs of all applicable fringe benefits during general leave shall be borne by the employee.
- (i) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.

24.03 Not Applicable

24.04 Paid Jury or Court Witness Duty Leave

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

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

24.05 Bereavement Leave

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

24.06 Time Off for Union Business

- (a) Without Pay

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

1. Wherever possible that written request for such time off is submitted at least two weeks in advance.
2. With the exception of the Union's Annual General Meeting where more than one employee from one department, area office or sub-office is required for such time off, the additional employee(s) shall be granted

time off where there will not be a serious effect upon the efficiency of the department. Refusal of such an application for leave shall be in writing within three working days of the application being submitted.

(b) With Pay

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

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

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

24.07 Not Applicable (See Article 36 – Temporary Employees)

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

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

1. For employees to seek election in a Municipal, Provincial or Federal election for a maximum period of 60 days.
2. For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of two years. This period may be extended upon mutual agreement.
3. For employees elected to a full-time public office for a maximum period of five years.

(b) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.

(c) An employee who wishes to maintain coverage for medical, extended health, dental and group life insurance may pay the full premiums to the Employer prior

to leave or on a monthly basis. Failure to pay premiums shall result in forfeiture of coverage.

24.09 Emergency Service Leave

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

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) It is agreed that all employees shall be paid every second Friday in accordance with "Schedule A".
- (b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with the capability of accepting direct deposit is not available.

25.02 Not Applicable

25.03 Increments

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

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

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

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

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

- (c) Notwithstanding paragraph (b), upon promotion, where an employee who is fully qualified for the classification, has substituted (16.04 (c)) or acted (short duration)

(16.04 (d)) in the same classification as the one to which s/he has been promoted, the employee shall accrue that time towards an increment provided that the substitution or acting pay assignment occurred in the 12 months immediately prior to the promotion and was for a minimum of eight weeks.

- (d) Notwithstanding paragraph (a), should a newly hired employee (“New Hire”) be assigned a rate above Step 1 of the salary range for her/his classification, any existing employees at the same work location and in the same classification who have successfully completed probation and who are being paid below that Step, will be raised to that Step. This includes existing employees who are short duration acting or substituting in the classification on the start date of the New Hire, and who remain in the classification continuously, and who are subsequently promoted into the classification within 12 months of the start date of the New Hire. Those existing employees who successfully complete probation will have their pay rate retroactively raised effective as of the first day of probation.

25.04 Pay for Senior Capacity

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

25.05 Promotion or Reclassification Pay Increases

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

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

25.06 Transportation Reimbursement

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

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

- (b) By mutual agreement between the Employer and the employee, the employee may agree to provide her or his personal vehicle for transportation requirements under Section 2 of Clause (a) above. The reimbursement to the employee shall be in accordance with Article 25.09 for vehicles designated as "casual & supplied use vehicles".
- (c) "Supplied use vehicles" shall be designated by the Employer. They shall accompany the employee to the place of employment each day, except for day(s) mutually agreed upon, and be for the transportation requirements in lieu of an Employer provided vehicle.
- (d) The Employer agrees to provide the employee, in writing, with a notification of designation of "supplied use vehicle" and to give nine months notification for the withdrawal of such designation. All requests for Employer supplied vehicles received prior to November 15th in any year shall be satisfied within three months of November 15th. The notice time period may be reduced by the parties concerned.
- (e) The employee also agrees to give the Employer nine months written notice of the discontinuance of his or her vehicle as a "supplied use vehicle". The notice time period may be reduced by the parties concerned.
- (f) "Casual use vehicles" are all other personal use vehicles used on a voluntary basis by the employees for transportation requirements on behalf of the Employer.

25.07 & 25.08 Not Applicable

25.09 Transportation Reimbursement for "Casual and Supplied Use Vehicles"

For "casual and supplied use vehicles" the reimbursement rate shall be \$0.50 per kilometer driven on behalf of the Employer.

25.10 Special Location Travel Allowance

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

25.11 Payment upon Death of an Employee

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

25.12 Over-Salary Range Employees

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

25.13 Transfers

(a) Transfer Expenses

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

(b) Lateral Transfers

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

1. An employee has been at the location for a period of not less than two years with the exception being that an employee who requests a second

and third move must be at the location not less than two and one-half years and the Employer in such latter cases shall only assume 50% of the costs.

2. The transfer involves relocation from one geographic area to another as defined as follows:
 - Head Office and Capital
 - Assessment Areas No. 9-14
 - Other Assessment Areas as individual geographic areas

(c) Assessment of Transfer Requests

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

25.14 Meal Allowance

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

	<u>Jan. 1, 2009</u>
Breakfast	12.50
Lunch	12.75
Dinner	25.00

plus \$6.50 miscellaneous allowance for each overnight stay while on travel status.

- (b) Meal allowance for an employee who is not on travel status but travels more than 32 kilometres away from the office can claim a lunch expense per schedule above.
- (c) If no receipt for lodging is provided while on travel status, \$30.00 may be claimed for each overnight stay away from home.
- (d) Employees who travel by ferry shall be reimbursed (in accordance with the scale in Sub-section (a) above) for meals required while so travelling.

26. MATERNITY, PARENTAL AND ADOPTION LEAVE

26.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) An employee will notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.

- (c) The period of maternity leave alone or in combination with the leave period of Article 26.03 will commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

26.02 Parental Leave

- (a) Upon written request an employee will be entitled to parental leave of up to 35 consecutive weeks without pay. Subject to mutual agreement, the period of parental leave without pay may be split into two periods. Any one period must be a minimum of one work week (Monday to Friday).
- (b) Where both parents are employees of BC Assessment Authority, the employees will 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 will commence:
 - 1. in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 26.01 or 26.03;
 - 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 will not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

26.03 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to Article 26.01 and/or 26.02 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 Article 26.01 and 26.02 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

26.04 Benefit Waiting Period Allowance

An employee, who qualifies for and takes leave pursuant to Article 26.03, will be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

26.05 Maternity Leave Allowance

- (a) An employee, who qualifies for maternity leave pursuant to Article 26.01, will be paid a maternity leave allowance. 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) 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.

26.06 Parental Leave Allowance

- (a) An employee, who qualifies for parental leave pursuant to Article 26.02, will be paid a parental leave allowance. 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) Subject to leave apportionment pursuant to Article 26.02(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.

26.07 Benefits Continuation

- (a) For leaves taken pursuant to Articles 26.01, 26.02 and 26.03 the Employer will maintain coverage for medical, extended health, dental, group life and long term disability, and will pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 26.08 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.

26.08 Deemed Resignation

An employee will be deemed to have resigned on the date upon which leave pursuant to Articles 26.01, 26.02 and 26.03 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 this Article or if they do not return to work after having given such advice.

26.09 Entitlements upon Return to Work

- (a) An employee who returns to work after the expiration of maternity or parental leaves will retain the seniority the employee had accumulated prior to commencing the leave and will be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity or parental leaves, an employee will be placed in the employee's former position or in a position of equal rank and basic pay.

26.10 Maternity and/or Parental Leave Allowance Repayment

- (a) To be entitled to the maternity, parental and/or benefit waiting period leave allowances pursuant to Articles 26.04, 26.05 and/or 26.06, 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 will reimburse the Employer for the maternity, parental and benefit waiting period allowance received under Articles 26.04, 26.05 and/or 26.06 above on a pro-rata basis.

26.11 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Articles 26.04, 26.05 and/or 26.06 will 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.

27. JOB EVALUATION

27.01 Job Evaluation Plan

- (a) The Employer and the Union are agreed on the principle of a joint job evaluation plan which serves the objectives of pay equity, provides gender neutral job evaluation factors which distinguish between levels of responsibility and allows for external pay comparison.
- (b) The BC Assessment Job Evaluation Plan (BCA-JEP) will be used to evaluate all positions in the bargaining unit and to determine their appropriate factor ratings. Changes to the BCA-JEP may be initiated by either the Employer or the Union and will be made by mutual agreement.
- (c) The Employer agrees to supply the Union with a copy of the job evaluation plan, including factors and agreed-upon ratings for those positions in the bargaining unit.

27.02 Job Evaluation Committee

- (a) The parties agree to form a joint Job Evaluation Committee (JEC) made up of four representatives of the Employer and four representatives of the Union. Upon request, the union may nominate one alternate member to participate in job evaluation training.
- (b) The purpose of the JEC will be to:
 - 1. review the job evaluation rating of all positions in accordance with the process established in Article 27.03;
 - 2. formulate any necessary changes to the BCA-JEP and, if required, make recommendations to the Employer and the Union for approval.

27.03 New Positions and Changes to Positions

- (a) When a new position is established, or where the duties of an existing position are substantively changed, the Employer will provide the Union with a copy of the appropriate job description and an evaluation rationale for the position.
- (b) The Job Evaluation Committee will meet to review the Employer's evaluation rationale, including reference to supporting positions in the BCA-JEP, and will attempt to agree upon the appropriate rating for the position.
- (c) If the JEC agrees that it is unable to reach consensus on the rating of the position, the Union may submit the matter to arbitration under Article 13 within 14 days after the meeting of the JEC. As part of that submission, the Union will provide the Employer with a written evaluation rationale identifying the factors in disagreement, including reference to supporting BCA positions.
- (d) The effective date of any change in job evaluation resulting from the operation of this clause will be the date the Employer provided the Union with the job description and evaluation rationale in (a) above.

28. EMPLOYEE BENEFITS

28.01 Group Life Insurance

- (a) The parties to this Agreement mutually agree that all employees of the Employer shall participate in a group life insurance plan which shall include accidental death and dismemberment and which will give effect, on the death of the employee, a beneficiary's award of twice the employee's current annual salary. Adjustments shall be increased upward to the nearest thousand.

- (b) The premiums payable shall be borne by the Employer and all dividends from the plan shall accrue to the benefit of the plan.
- (c) Coverage for permanent employees will commence on the first day of the month immediately following one month of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases or at the end of the month in which the employee reaches age 69, whichever comes first.
- (d) If an eligible permanent employee is laid off pursuant to Article 17, group life insurance coverage will continue for a period of six months after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (e) If an eligible employee is in receipt of short-term illness benefits under Article 23, then group life insurance coverage will continue for the entire period of the short-term plan.
- (f) If an eligible employee is in receipt of long-term disability benefits under Article 23, then group life insurance coverage will continue during the LTD period or until the end of the month in which the employee reaches age 65, whichever comes first.

28.02 Basic Medical Plan

- (a) Employees shall be entitled to apply for enrolment in the Medical Services Plan. The Employer will contribute 100% of the premiums of this plan.
- (b) Coverage for all employees will commence on the first day of the month immediately following one month of continuous employment, or on the first day of the month immediately following the date of application, whichever is later. Coverage for all employees will terminate at the end of the month in which employment ceases.
- (c) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of six months after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (d) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

28.03 Extended Health Care Plan

- (a) The Employer will provide an Extended Health Care Plan and will contribute 100% of the premiums of this plan.
- (b) Coverage for permanent employees will commence on the first day of the month immediately following six months of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases.
- (c) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of 30 days after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (d) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

28.04 Dental Plan

- (a) The Employer shall provide a plan as follows:
 - Dental Plan "A" - 90% cost coverage
White fillings on all teeth (replacement of current silver fillings restricted to evidence of cavities or breakdown)
 - Dental Plan "B" - 70% cost coverage
 - Dental Plan "C" - 55% cost coverage, with a lifetime maximum of \$4,000.00 [Effective January 1, 2011 \$5,000.00] per patient.
- (b) The Employer shall contribute 100% of the premiums for Plans "A", "B" and "C".
- (c) Coverage for permanent employees will commence on the first day of the month immediately following six months of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases.
- (d) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of 30 days after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage

by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.

- (e) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

28.05 Benefits Carrier Contracts

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

29. OCCUPATIONAL HEALTH AND SAFETY

29.01 Joint Occupational Health and Safety Committee

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

30. TECHNOLOGICAL CHANGES

30.01 Notification

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

30.02 Retraining

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

30.03 Severance Pay

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

31. JOB SECURITY

31.01 Contracting Out

- (a) The Employer and the Union share a common desire to afford the best and broadest possible opportunity for job development to employees. To this end, opportunities for development afforded by project or duration work shall be offered to employees to the greatest extent possible, recognizing that some measure of re-deployment of the work force may be involved. To the same end, the Employer will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by its employees.
- (b) The Employer agrees that if the need arises to contract out appraisal work, they will provide the Union with as much information as possible, and will make every effort to provide it 10 days in advance. In addition, any contract for appraisal work shall include a stipulation that all pertinent notes be made available to the Employer so that the work can be turned back to the regular employees in subsequent years when sufficient staff are again available.
- (c) The Union agrees that it shall be the responsibility of the employees to bring to the attention of the Employer's representative responsible for such project or duration of work the expertise available to meet the needs of such work and further to propose reasonable alternatives for deployment of the work force where such is necessary.

31.02 Relocation of Offices - Guidelines

It is understood that there may be circumstances where it is necessary to relocate an office which results in 19.3 or more additional kilometres (12 miles) of travel from home to work for an employee to his or her new office location with little or no change in the overall work load and staff complement. Where such relocation is made, the following is agreed to:

- (a) The Employer shall notify the Union as soon as possible and in any event a minimum of six months in advance of the specific date of the relocation of any office.
- (b) The Employer agrees to relocate disrupted employees of such an office. In any event, relocation expenses shall be paid as outlined in Schedules "D" 1 and "D" 2.

- (c) The Employer agrees to waive the two year waiting period on lateral transfer when the employee relocates.
- (d) An employee who chooses not to relocate shall receive a separation allowance equal to one week per year of service up to a maximum of 20 weeks.
- (e) The Union and the Employer shall meet to resolve any specific problems which may arise as a result of an office relocation.

32. UNION LABEL

32.01 CUPE Union Label

- (a) In order that the general public shall be aware of the benefits of a unionized public service, the CUPE union label shall be displayed as prominently as possible throughout the service.
- (b) All uniforms supplied by the Employer and buildings of the Employer shall bear the union label.

33. Not Applicable

34. GENERAL CONDITIONS

34.01 Field Trips

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

34.02 Posting of the Collective Agreement

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

35. BENEFIT RIGHTS

35.01 Retention of Previous Benefits

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

36. TEMPORARY EMPLOYEES

36.01 General

- (a) Temporary employees shall not restrict the hiring of regular employees to vacant established permanent positions.
- (b) The Employer will advise the Union of all temporary employees hired and the reason for hiring. The Employer will inform the Union of all vacant permanent positions that have been filled by temporary employees for a period of greater than one year.
- (c) Temporary employees hired to fill a position where the full-time employee is on L.T.D. or maternity leave, where possible, shall be appointed for the approximate known length of time and the Union shall be so advised.

36.02 Hours of Work

Notwithstanding Article 18.03, the manager shall determine the work schedule to be worked by temporary employees; however, access to a variable hour schedule shall not be unreasonably withheld.

36.03 Seniority Accrual

- (a) Where temporary employees are retained without a break in service in the same category and with similar responsibilities, the time acquired as a temporary employee shall be counted in the probationary period and for purposes of granting first increments pursuant to Article 25.03, Clause (a), Section 1, Sub-section (I) or Section 2, Sub-section (I).
- (b) Once such an employee becomes permanent then all previous uninterrupted time shall count towards the employee's seniority in accordance with Article 15.01.

36.04 Application of Agreement

- (a) The provisions of Article 17, 25.11 and 34.01 do not apply to temporary employees.
- (b) After 12 months of continuous service, temporary employees are eligible for the provisions of Articles 24.01, 24.04, 24.05 and 26. During the first 12 months,

temporary employees are entitled to leave without pay for reasons as outlined in Articles 24.01, 24.04 and 24.05.

- (c) For the purposes of establishing continuous service eligibility under Articles 23, 24.01, 24.04, 24.05, 26, 28 and 36.05 a temporary employee who, during the qualification period, utilizes unpaid leaves in accordance with (b) above or unpaid sick leave in accordance with Article 36.05 (a) will neither accrue service nor lose the service already accrued between that date and the end of their current temporary appointment.

36.05 Eligibility for Benefits

- (a) Temporary employees with less than six continuous months of service shall be eligible for medical plan coverage only. Temporary employees with four months or more of continuous service shall, in addition, be eligible for paid sick leave as provided for in Article 23. Temporary employees with nine months or more of continuous service shall be entitled to all benefits provided for in this Agreement.
- (b) The waiting period under Dental and Extended Health shall mean the first of the month immediately following nine months of continuous employment for temporary employees.
- (c) Coverage will cease in accordance with the provisions of Articles 23 and 28.

36.06 Vacation

- (a) Temporary employees with less than 12 months of continuous service do not receive vacation leave but rather are paid at the rate of six percent of their bi-weekly earnings on a bi-weekly basis. In lieu of a bi-weekly payment a temporary employee may opt to receive their vacation pay in a lump sum payment at the end of each hiring period or on completion of 12 months of continuous service. The option chosen will remain in effect for the duration of the appointment.
- (b) Temporary employees with more than six months but less than 12 months of continuous service may elect to take a leave of absence without pay of up to 10 working days prior to obtaining 12 months of continuous service.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements.
- (d) Temporary employees who have completed 12 months of continuous service will be eligible for vacation leave as outlined in Article 22.02.

36.07 Paid Holidays

In order for a temporary employee to qualify for paid holidays as listed in Article 21.01, the employee shall have worked for at least 15 days during the 30 calendar days

immediately preceding the paid holiday and must have completed at least 30 days of employment.

36.08 Increments

The provisions of Article 25.03 apply to temporary employees. A temporary employee who is reemployed into the same classification within 12 months of the end of the previous appointment will accrue the previous service for the purposes of eligibility toward the next step in the salary range.

36.09 Benefits Reference Table: Temporary Employees ^{Note 3}

Benefit	Waiting Period	Sick Leave
<i>Medical</i>	1 month	Sick leave and 2 years LTD
<i>Dental and Extended Health</i>	9 months	Sick Leave and 2 years LTD
<i>Group Life</i>	9 months	Age 69 ^(note 4)
<i>Pension</i>	6 months ^(note 5)	60 working days (no contributions during LTD)
<i>L.T.D.</i>	9 months	n/a
<i>Annual Vacation</i>	12 months	60 working days (no accumulation during LTD)
<i>Sick Leave</i>	4 months	n/a

37. GENERAL

37.01 Plural or Feminine Terms May Apply

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

38. TERM OF AGREEMENT

38.01

This Agreement shall be binding and remain in full force and effect from the 1st day of January 2010 to the 31st day of December 2011 and shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

3. See Articles 22, 23, 28 and 36 for entitlements.

4. Group Life coverage ceases for employees on LTD at age 65.

5. Employee must earn half of Year Maximum Pensionable Earnings (YMPE) to contribute.

38.02

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

38.03

Revisions to the collective agreement shall be effective from the date of ratification by both Parties (July 7, 2010) except as otherwise specified in the Memorandum of Agreement dated June 10, 2010.

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

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



Connie Fair, President and Chief Executive Officer



John Yannacopoulos, Vice-President, Human Resources



Bruce Pollock, Director, Human Resources

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



Kevin McPhail, President



David Robertson, Secretary Treasurer



Stan Brost, Vice-President

Schedule A – Schedule of Wages

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

Effective April 1, 2009 – Edited June 2010

***Under Review at JEC**

	Grid	Period	Step 1	Step 2	Step 3	Step 4	Step 5
APPRAISAL AND RELATED CLASSES							
Property Information Collector	3	Hourly	16.8425	17.5408	18.2683	19.0258	19.8147
		Bi-weekly	1,178.97	1,227.86	1,278.78	1,331.81	1,387.03
		Annual	30,771.25	32,047.04	33,376.18	34,760.14	36,201.46
Appraiser Trainee Petroleum Appraiser Trainee	4	Hourly	18.6031	19.3745	20.1780	21.0147	21.8859
		Bi-weekly	1,302.22	1,356.21	1,412.46	1,471.03	1,532.01
		Annual	33,987.86	35,397.21	36,865.21	38,393.86	39,985.54
Appraiser I Petroleum Appraiser I	7	Hourly	23.8850	24.8754	25.9069	26.9811	28.0999
		Bi-weekly	1,671.95	1,741.28	1,813.49	1,888.68	1,966.99
		Annual	43,637.90	45,447.36	47,331.91	49,294.47	51,338.52
Research Officer	9	Hourly	27.4062	28.5425	29.7261	30.9587	32.2423
		Bi-weekly	1,918.43	1,997.98	2,080.83	2,167.11	2,256.96
		Annual	50,071.13	52,147.15	54,309.58	56,561.54	58,906.68
Appraiser II Petroleum Appraiser II	10	Hourly	29.1667	30.3760	31.6357	32.9474	34.3136
		Bi-weekly	2,041.67	2,126.32	2,214.50	2,306.32	2,401.95
		Annual	53,287.56	55,496.95	57,798.42	60,194.90	62,690.95
Senior Appraiser (see MOU #4)	-	Hourly	35.7742	37.3132	38.7349	40.9911	42.6308
		Bi-weekly	2,504.19	2,611.93	2,711.45	2,869.38	2,984.16
		Annual	65,359.46	68,171.22	70,768.66	74,890.74	77,886.47
APPRAISAL ASSISTANT CLASSES							
Appraisal Assistant Trainee	2	Hourly	15.0820	15.7074	16.3587	17.0370	17.7434
		Bi-weekly	1,055.74	1,099.51	1,145.11	1,192.59	1,242.04
		Annual	27,554.81	28,697.42	29,887.34	31,126.60	32,417.19
Appraisal Assistant I	3	Hourly	16.8425	17.5408	18.2683	19.0258	19.8147
		Bi-weekly	1,178.97	1,227.86	1,278.78	1,331.81	1,387.03
		Annual	30,771.25	32,047.04	33,376.18	34,760.14	36,201.46

	Grid	Period	Step 1	Step 2	Step 3	Step 4	Step 5
APPRAISAL ASSISTANT CLASSES, CONT.							
Appraisal Assistant II	5	Hourly	20.3637	21.2083	22.0876	23.0035	23.9573
		Bi-weekly	1,425.46	1,484.58	1,546.13	1,610.24	1,677.01
		Annual	37,204.48	38,747.56	40,354.05	42,027.39	43,769.99
Senior Appraisal Assistant	7	Hourly	23.8850	24.8754	25.9069	26.9811	28.0999
		Bi-weekly	1,671.95	1,741.28	1,813.49	1,888.68	1,966.99
		Annual	43,637.90	45,447.36	47,331.91	49,294.47	51,338.52
Office Supervisor	9	Hourly	27.4062	28.5425	29.7261	30.9587	32.2423
		Bi-weekly	1,918.43	1,997.98	2,080.83	2,167.11	2,256.96
		Annual	50,071.13	52,147.15	47,331.91	56,561.54	58,906.68
INFORMATION SERVICES CLASSES							
Client Support Analyst	6	Hourly	22.1243	23.0417	23.9973	24.9922	26.0286
		Bi-weekly	1,548.70	1,612.92	1,679.81	1,749.46	1,822.00
		Annual	40,421.10	42,097.19	43,843.07	45,660.75	47,554.25
Business Analyst Trainee * Programmer Trainee Senior Client Support Analyst Technical Analyst	7	Hourly	23.8850	24.8754	25.9069	26.9811	28.0999
		Bi-weekly	1,671.95	1,741.28	1,813.49	1,888.68	1,966.99
		Annual	43,637.90	45,447.36	47,331.91	49,294.47	51,338.52
Senior Technical Analyst	9	Hourly	27.4062	28.5425	29.7261	30.9587	32.2423
		Bi-weekly	1,918.43	1,997.98	2,080.83	2,167.11	2,256.96
		Annual	50,071.13	52,147.15	54,309.58	56,561.54	58,906.68
Business Analyst * Database Analyst Programmer Analyst	10	Hourly	29.1667	30.3760	31.6357	32.9474	34.3136
		Bi-weekly	2,041.67	2,126.32	2,214.50	2,306.32	2,401.95
		Annual	53,287.56	55,496.95	57,798.42	60,194.90	62,690.95
Production Coordinator Senior Web Analyst	11	Hourly	30.9271	32.2096	33.5452	34.9363	36.3851
		Bi-weekly	2,164.90	2,254.67	2,348.16	2,445.54	2,546.96
		Annual	56,503.81	58,846.94	61,287.08	63,828.62	66,475.58

	Grid	Period	Step 1	Step 2	Step 3	Step 4	Step 5
INFORMATION SERVICES CLASSES, CONT.							
Lead Business Analyst * Project Leader	12	Hourly	32.6877	34.0433	35.4549	36.9251	38.4564
		Bi-weekly	2,288.14	2,383.03	2,481.84	2,584.76	2,691.95
		Annual	59,720.43	62,197.11	64,776.10	67,462.16	70,259.84
Application Architect Data Mart/Data Interface Architect Data Warehouse Architect Database Administrator Infrastructure Services Coordinator Research & Planning Coordinator Senior Business Analyst	13	Hourly	34.4485	35.8770	37.3646	38.9140	40.5277
		Bi-weekly	2,411.39	2,511.39	2,615.52	2,723.98	2,836.94
		Annual	62,937.41	65,547.28	68,265.12	71,095.88	74,044.11
FINANCIAL SERVICES CLASSES							
Accounting Clerk I	3	Hourly	16.8425	17.5408	18.2683	19.0258	19.8147
		Bi-weekly	1,178.97	1,227.86	1,278.78	1,331.81	1,387.03
		Annual	30,771.25	32,047.04	33,376.18	34,760.14	36,201.46
Accounting Clerk II	5	Hourly	20.3637	21.2083	22.0876	23.0035	23.9573
		Bi-weekly	1,425.46	1,484.58	1,546.13	1,610.24	1,677.01
		Annual	37,204.48	38,747.56	40,354.05	42,027.39	43,769.99
Accounting Clerk III Purchasing Clerk	6	Hourly	22.1243	23.0417	23.9973	24.9922	26.0286
		Bi-weekly	1,548.70	1,612.92	1,679.81	1,749.46	1,822.00
		Annual	40,421.10	42,097.19	43,843.07	45,660.75	47,554.25
Purchasing Coordinator	8	Hourly	25.6455	26.7090	27.8162	28.9699	30.1712
		Bi-weekly	1,795.18	1,869.63	1,947.14	2,027.89	2,111.98
		Annual	46,854.33	48,797.34	50,820.20	52,928.01	55,122.78
Accounting Supervisor	11	Hourly	30.9271	32.2096	33.5452	34.9363	36.3851
		Bi-weekly	2,164.90	2,254.67	2,348.16	2,445.54	2,546.96
		Annual	56,503.81	58,846.94	61,287.08	63,828.62	66,475.58

	Grid	Period	Step 1	Step 2	Step 3	Step 4	Step 5
ADMINISTRATIVE SUPPORT							
Receptionist	4	Hourly	18.6031	19.3745	20.1780	21.0147	21.8859
		Bi-weekly	1,302.22	1,356.21	1,412.46	1,471.03	1,532.01
		Annual	33,987.86	35,397.21	36,865.21	38,393.86	39,985.54
Administrative Assistant Legal Information Clerk	5	Hourly	20.3637	21.2083	22.0876	23.0035	23.9573
		Bi-weekly	1,425.46	1,484.58	1,546.13	1,610.24	1,677.01
		Annual	37,204.48	38,747.56	40,354.05	42,027.39	43,769.99
ALLIED CLASSES							
Research Assistant	4	Hourly	18.6031	19.3745	20.1780	21.0147	21.8859
		Bi-weekly	1,302.22	1,356.21	1,412.46	1,471.03	1,532.01
		Annual	33,987.86	35,397.21	36,865.21	38,393.86	39,985.54
Communications Assistant	5	Hourly	20.3637	21.2083	22.0876	23.0035	23.9573
		Bi-weekly	1,425.46	1,484.58	1,546.13	1,610.24	1,677.01
		Annual	37,204.48	38,747.56	40,354.05	42,027.39	43,769.99
Customer Information Coordinator Research Technician	7	Hourly	23.8850	24.8754	25.9069	26.9811	28.0999
		Bi-weekly	1,671.95	1,741.28	1,813.49	1,888.68	1,966.99
		Annual	43,637.90	45,447.36	47,331.91	49,294.47	51,338.52
Communications Officer GIS Technician	8	Hourly	25.6455	26.7090	27.8162	28.9699	30.1712
		Bi-weekly	1,795.18	1,869.63	1,947.14	2,027.89	2,111.98
		Annual	46,854.33	48,797.34	50,820.20	52,928.01	55,122.78
Senior GIS Technician	9	Hourly	27.4062	28.5425	29.7261	30.9587	32.2423
		Bi-weekly	1,918.43	1,997.98	2,080.83	2,167.11	2,256.96
		Annual	50,071.13	52,147.15	54,309.58	56,561.54	58,906.68
Communications Coordinator Senior Analyst, Planning & Risk Mgmt	11	Hourly	30.9271	32.2096	33.5452	34.9363	36.3851
		Bi-weekly	2,164.90	2,254.67	2,348.16	2,445.54	2,546.96
		Annual	56,503.81	58,846.94	61,287.08	63,828.62	66,475.58
Analyst, Quality Assurance * GIS Business Analyst	12	Hourly	32.6877	34.0433	35.4549	36.9251	38.4564
		Bi-weekly	2,288.14	2,383.03	2,481.84	2,584.76	2,691.95
		Annual	59,720.43	62,197.11	64,776.10	67,462.16	70,259.84

Schedule B – Benefits for Designated Employees under Article 35

SCHEDULE “B”

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

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

1. SPECIAL SAVINGS PLAN

Deleted March 2006

2. CONTRIBUTORY SAVINGS PLAN

Deleted July 2010

3. GRATUITY ARRANGEMENT

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

4. VANCOUVER

Deleted March 2006

5. SICK LEAVE – RETIREMENT PAYOUT

LANGLEY (DISTRICT)

Deleted March 2006

B. C. GOVERNMENT

Section 18.06

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

a) Special paid leave for a period equivalent of 40 per cent of the employee's accumulated sick leave credit up to a maximum of 250 working days to be taken immediately prior to retirement, or

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

L. Brost	27 ½	C. Crawley	16 ¾
R. Low	28 ½	J.S.C. Louie	31 ¼

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

7. Not Applicable.

8. It is agreed that all existing claimants as listed above shall, where required or when requested, supply the Union and the Employer a written application stating claim, previous union, section claimed under and/or proof of days entitled if applicable.

9. It is understood that Schedule "B" will be subject to continual revision as claimants are deleted from the list.

**Schedule D1 – Transfer Assistance - Reimbursement of Transfer Costs
including Transportation of Household Goods and Effects**

SCHEDULE “D” 1

TRANSFER ASSISTANCE

REIMBURSEMENT OF TRANSFER COSTS INCLUDING
TRANSPORTATION OF HOUSEHOLD GOODS AND EFFECTS

BRITISH COLUMBIA ASSESSMENT AUTHORITY

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

- (a) **Transportation of Household Goods and Effects**
- i) The Employer shall arrange for and pay the moving company⁶ in accordance with the following:
1. Movement of household and personal effects between the points specified in the quotation.
 2. No overtime charges are to be levied unless authorized in writing. Packing and unpacking, insurance (rate per \$1,000.00 of coverage), hoisting, appliance hook-up and disconnection charges (no repiping, wiring, or extensions are to be included) are to be firm as per estimate.
 3. Mileage charges on invoices will be paid on the basis of actual weights and must be supported by copies of Government weight scale tickets.
 4. Storage in transit for a maximum of 30 days is authorized on the cost per pound basis quoted in the estimate.

⁶Until December 31, 2011 the employee shall retain the option of supplying the Employer with three quotations of costs from certified moving companies. All quotations must be consistent and contain the same items. These quotations must be completed on the Employer’s bid form, a copy is available through Finance.

5. Freezer contents to be shipped via most economical method.
No guarantee written or implied to be given as to safe arrival at destination.

ii) When an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:

1. \$500 for a move not exceeding a distance of 240 kilometres;
2. \$850 for a move which exceeds a distance of 240 kilometres.

(b) Search and View

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the Employee, up to five days with pay for search and view.

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

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

(c) Transfer Cost of Employee

Employees entitled to (a) above may also claim the costs of transporting themselves, spouse and children who are under the age of 21 years, to the new location. Should the transfer date and employment date not coincide, by application in writing, the Employer shall reimburse the employee the

transportation costs to return to his or her original residence to accompany his or her family to the new location. In all cases the mode of transportation shall be specified by the Employer.

(d) Living Allowance

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

(e) Incidental Expenses

If an employee is eligible for “Transportation of Household Goods and Effects” as outlined in (a) above, the employee is eligible for an allowance of \$650.00 to assist with incidental moving expenses after an employee has found suitable accommodation at the new location.

(f) Changes

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

Schedule D2 – Transfer Assistance – Reimbursement of Real Estate Fees and Costs

SCHEDULE “D” 2

TRANSFER ASSISTANCE

REIMBURSEMENT OF REAL ESTATE FEES AND COSTS

BRITISH COLUMBIA ASSESSMENT AUTHORITY

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

1. Real Estate Fees

Reimbursement of costs of the real estate fee shall be the least of: seven per centum of sale price or \$10,000.00 or the amount charged by a real estate agency. This shall be payable upon the sale of the employee’s principal place of residence (or employee’s spouse and children’s principal place of residence) which was owned by the employee (or jointly by the employee and spouse) prior to the transfer date.

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

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

2. Legal Costs

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

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

(h) Miscellaneous Office Expenses incurred by Legal Counsel

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

3. Legal Fees

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

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

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

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

are not payable or the total cost is pro-rated in proportion to the floor area involved.

(g) All costs in obtaining, and investigating, a new mortgage.

4. Transfer Cost of Employees and Dependents

The employee may claim compensation for the driving of up to two vehicles to the new residence, in accordance with the vehicle allowance rates.

5. Property Purchase Tax

The employee will be reimbursed for the Property Purchase Tax incurred when purchasing a principal residence at the new location within one year from the effective relocation date to a maximum of \$2,000.00.

6. Changes

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

Memorandum of Understanding #1 – Gainsharing

Joint Productivity Committee

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

The Committee will meet at least semi-annually to discuss and make recommendations that:

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

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

Further the Committee will:

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

Basic Structure

Up to 5% of an eligible employee's basic salary earned between January 1 and December 31 in the measurement year will be available for distribution. The available amount will be allocated according to the following categories:

Roll Quality	up to 1%
Roll Stability	up to 1%
Performance and Development Plans	up to 1%
Customer Service	up to 1%
<u>Productivity</u>	<u>up to 1%</u>
Total	up to 5%

Each of these categories may have one or more measures and targets as described in the Measures and Targets section below. The actual amounts available for distribution under each measure will be determined in accordance with the following formulae.

Measures and Targets

Measures 1 – 3: Roll Quality

This is a threshold or gateway measure. The minimum requirement for any gainsharing payment will be the achievement of the International Association of Assessing Officers (IAAO) roll quality standards for median Assessment to Sales Ratio (ASR), Coefficient of Dispersion (COD) and Price-related Differential (PRD). In other words, if IAAO standards are not met during the measurement year, then no gainsharing payment will be made.

BC Assessment has established its own standards for these roll quality measures and these standards will be used to determine the gainsharing payment. The available 1% payment will be distributed equally across the three measures. Target levels will be determined from the Completed Roll using a sale date range between April 1 and September 30.

Measure Number	Available Amount	Measure	Target	Payment Factor
1	0.333%	Single Family Residential Median ASR	96.0 or less	0%
			96.1	10%
			96.2	20%
			96.3	30%
			96.4	40%
			96.5	50%
			96.6	60%
			96.7	70%
			96.8	80%
			96.9	90%
			97.0 to 100.0	100%
			100.1	90%
			100.2	80%
			100.3	70%
			100.4	60%
			100.5	50%
100.6	40%			
100.7	30%			
100.8	20%			
100.9	10%			
101.0 or more	0%			
2	0.333%	COD for residential properties in homogeneous jurisdictions	Less than 10%	100%
			10% or more	0%

Measure Number	Available Amount	Measure	Target	Payment Factor
3	0.333%	PRD for residential properties	Less than 0.98 0.98 to 1.03 More than 1.03	0% 100% 0%

Measure 4: Roll Stability

The objective of this measure is to minimize tax losses to the taxing jurisdictions. Roll stability is measured one year in arrears, for example, the 2009 gainsharing measurement year will measure 2008 roll stability by examining taxes refunded due to supplementaries issued between May 1, 2008 and December 31, 2009.

Measure Number	Available Amount	Measure	Target	Payment Factor
4	1%	% of total general purpose taxes which are refunded by the taxing jurisdictions resulting from the supplementary process by December 31 for the assessment roll created two years previously (i.e. 19 months of changes)	More than 0.35% 0.32% to 0.349% 0.29% to 0.319% 0.26% to 0.289% 0.23% to 0.259% 0.20% to 0.229% 0.17% to 0.199% 0.14% to 0.169% 0.12% to 0.139% 0.10% to 0.119% Less than 0.10%	0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Measure 5: Performance and Development Plans

The objective of this measure is to encourage effective performance and development planning across the organization. Permanent employees with a PDP completed within the previous 12 months will be tracked.

Measure Number	Available Amount	Measure	Target	Payment Factor
5	1%	2010 Percentage of permanent employees with a completed PDP in the previous 12 months. 2011 Percentage of permanent employees with a PDP completed by May 1 of the measurement year.	2010 100% of the permanent employee establishment as of January 1 of the measurement year.	1% for every 1% completed

Measures 6 – 7: Customer Service

The objective of this measure is to ensure BC Assessment achieves its service plan goal of providing a level of service that meets our customers’ expectations. The measure is based upon the Customer Service measures as established annually by the Board of Directors in the Annual Service Plan. Customer Service surveys are conducted in the Spring of each year with the results released in mid-year. The results used for the gainsharing calculation will be those released during the measurement year.

Measure Number	Available Amount	Measure	Target	Payment Factor
6	0.5%	Each year, the percentage of residential and non-residential property owners, independently surveyed, who had direct contact with the corporation and provided a positive rating on 10 service indicators related to the customer service they received from the corporation.	Less than 84.00% 84.00% to 84.49% 84.50% to 84.99% 85.00% to 85.49% 85.50% to 85.99% 86.00% to 86.49% 86.50% to 86.99% 87.00% to 87.49% 87.50% to 87.99% 88.00% to 100%	0% 60% 65% 70% 75% 80% 85% 90% 95% 100%
7	0.5%	Each second year, the percentage of local governments and First Nations, independently surveyed, who had direct contact with the corporation and provided a positive rating on 10 service indicators related to the customer service they received from the corporation. (These results will be valid for two measurement years.)	Less than 94.00% 94.00% to 94.49% 94.50% to 94.99% 95.00% to 95.49% 95.50% to 95.99% 96.00% to 96.49% 96.50% to 96.99% 97.00% to 97.49% 97.50% to 97.99% 98.00% to 100%	0% 60% 65% 70% 75% 80% 85% 90% 95% 100%

Measure 8: Productivity

The objective of this measure is to ensure the continued capturing of new construction to the completed roll. Non-market change per full-time equivalent employee (FTE) is the measure used.

Measure Number	Available Amount	Measure	Target	Payment Factor
8	1%	Non-market change as reported on the Completed Roll per Full-Time Equivalent employee (FTE) where 1827 hours of work equals one FTE.	2011 Roll Year Base*	
			\$30.1 mill/FTE	100%
			\$28.1 mill/FTE	90%
			\$26.1 mill/FTE	80%
			\$24.0 mill/FTE	70%
			\$22.0 mill/FTE	60%
			\$20.0 mill/FTE	50%
			\$18.0 mill/FTE	40%
			\$16.0 mill/FTE	30%
			\$14.0 mill/FTE	20%
			\$12.0 mill/FTE	10%

*Note: In order to adjust for inflation, the targets for the 2011 measurement year and future years will be adjusted annually by the market movement change of the previous year's assessment roll. This adjustment factor will be calculated as follows:

$$\frac{(\text{Roll Total C} - \text{Total NMC})}{\text{Roll Total P}}$$

Where:

Roll Total C = Completed Assessment Roll total as reported for the current measurement year.

Roll Total P = Completed Assessment Roll total as reported for the previous measurement year.

Total NMC = The total of all Non-Market Change for the current roll year as recorded on the completed roll.

The resulting adjustment factor will be applied to the target levels prior to the calculation of the final gainsharing payment.

Payments to Employees

The actual gainsharing payment will be determined by multiplying the Available Amount by the Payment Factor described for each Measure. In other words:

$$[\text{Measure \#1 Available Amount} \times \text{Measure \#1 Payment Factor}] + [\text{Measure \#2 Available Amount} \times \text{Measure \#2 Payment Factor}] + \text{etc.}$$

For example, if a Target of 96.8% was achieved for Measure #1 (Single Family Residential ASR), then the payment for that Measure would be $0.333 \times .80$ or .2664% of basic salary.

The gainsharing amount will be calculated as of December 31 of each measurement year and will be applied to eligible employees' basic salary earned during the measurement year. For the purposes of this Memorandum, '*basic salary*' means straight time compensation paid in accordance with Schedule A and includes compensation for paid leave such as vacation, short-term illness or other paid leave under the collective agreement. It does not include LTD payments, allowances or other adds-to-pay.

The gainsharing payment will be a lump sum paid in the first pay period in March of the following year and will be paid to employees who are employed as of December 31 of the measurement year. Employees who are on an approved maternity or parental leave, pre-retirement leave, LTD or general unpaid leave as of December 31 will be eligible for a gainsharing payment if they had basic salary earnings during the measurement year.

The measurement year will be the same as the Roll Year, e.g. the measurement year of January 1, 2009 to December 31, 2009 is the 2010 Roll Year.

The Parties recognize that the payment formula could result in a gainshare payment of less than 5%.

This memorandum will become effective January 1, 2010 with the first lump sum payment made in March 2011. It will expire December 31, 2011 with the final lump sum payment made in March 2012.

Agreed on July 7, 2010

For Employer – C. Fair

For Union – Kevin McPhail

Memorandum of Understanding #2 – Leave for Less than Full Time Work

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

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

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

For example; an employee working 35 hours per averaging period (1/2 time) will be responsible for ½ of the premiums).
2. Sick Leave and special leave will apply only to the time the employee is scheduled to work.
3. The following will be earned on a pro rata basis:
Vacation, statutory holidays, seniority, increments, trial period, probation and progression.
4. Group Life and Long Term Disability benefits will be based on the less than full time income earned pursuant to this working arrangement. Employees wishing to maintain full group life coverage may do so by paying the additional premiums required.
5. Superannuation, Canada Pension Plan and Employment Insurance will be in accordance with application legislation.

One month written notice must be given to the Employer should the employee wish to return to full-time work prior to the agreed upon date. The Employer will endeavor to accommodate this request; approval shall not be unreasonably withheld. This memorandum will be effective the date of the signing of the collective agreement.

Signed on June 14, 2001

For Employer – Doug Rundell & Connie Fair
For Union – M. Meyer & C. Williams

Memorandum of Understanding # 3 – Temporary Market Adjustment

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

A temporary market adjustment (TMA) subject to this memorandum will be guided by the following:

1. The implementation of any TMA is subject to mutual agreement between the Employer and the Union. The current list of eligible positions is

attached as an Appendix and may be amended by the Parties from time to time during the life of this memorandum.

2. An employee who is in a position identified as being eligible for a TMA will receive the amount set out in the Appendix. The TMA is an add-to-pay which is not part of an employee's base salary, but is pensionable.
3. An eligible employee in receipt of salary protection will have the TMA reduced by the corresponding amount of salary protection.
4. If an employee acts or substitutes under Article 16.04 (b), (c) or (d) in a position identified as being eligible for the TMA, then the TMA will be paid during the period of the acting or substitution appointment.
5. If a position which has been identified as being eligible for a TMA is re-evaluated by the Parties under the terms of the BC Assessment Job Evaluation Plan such that the base salary level is changed, then the Parties will review the application of the TMA to determine whether it should be increased, decreased or removed altogether. If an individual employee's salary becomes protected as a result of such a review, then (3) above will apply.
6. Payments to eligible employees will begin effective the dates shown in the Appendix and will terminate upon the expiry of this memorandum.
7. The Union agrees there will be a moratorium on job evaluation reviews of any position in receipt of a TMA for a period of one year after its **initial** inclusion in the Appendix.

This memorandum will expire December 31, 2011.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Appendix A
Effective September 29, 2008

Grid	Position / Classification	TMA %
13	Database Administrator	15%
13	Research and Planning Coordinator	15%
13	Infrastructure Services Coordinator	15%
13	Senior Business Analyst	15%
12	Lead Business Analyst	9%
12	Project Leader	9%
11	Senior Web Analyst	3%
11	Production Coordinator	12%

Effective April 30, 2009

Grid	Position / Classification	TMA %
13	Application Architect	15%
13	Data Mart/Data Interface Architect	15%
13	Data Warehouse Architect	15%

Memorandum of Understanding # 4 – Senior Appraiser Salary Maintenance

While this position was confirmed by the Job Evaluation Committee at Grid 13 the parties agree that Senior Appraisers will continue to be paid as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Appraiser	2504.19	2611.93	2711.45	2869.38	2984.16
Grid 13	2411.39	2511.39	2615.52	2723.98	2836.94

Notwithstanding the evaluation of this position, the higher salary will be maintained subject to adjustments that may result from future negotiations and/or job evaluation.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Letter of Understanding # 6 – Field Travel

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

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

Vehicle reimbursement and approved ferry travel costs may be allowed. Approval for use of Authority vehicles or pay of Continuous Use Vehicle reimbursement for this purpose shall not be unreasonably withheld.

Dated 11 October, 1988

For Employer – T. Johnstone

For Union – D. Robson

Letter of Understanding # 7 – Definition of Spouse

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

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

Signed on 10 September, 1994

For Employer – N.C. Parry

For Union – M. Currie

Memorandum of Understanding # 8 – Doctor's Certificate

The parties agree to enter into discussions regarding the content and/or format of the form "Doctor's Certificate for Sick Leave". The purpose of these discussions is to identify any potential areas for change to the form and any changes must be mutually agreed to. The parties commit to conclude the discussions by December 31, 2010.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Memorandum of Understanding # 9 – Professional Dues – Non-Appraisal

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

1. There will be only one professional membership due reimbursed for any position even though an employee may be fully accredited in more than one association.

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

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

Signed on 11 December, 1998 (EFFECTIVE January 1, 1999)

For Employer – D. Driscoll & D. Rundell
For Union – M.A. Currie & M. Jarrett

Memorandum of Understanding # 10 – Selection Process Grievances

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

1. Prior to the meeting at Step 2 of Article 12.04 of the Collective Agreement, the Employer will make available for inspection written exams, oral exams, exam results, rating sheets and application forms and any other document the Employer relied upon to reach its decision, (“documents”) of any and all grievors and the successful candidate in the competition;
2. Pursuant to the grievance procedure steps, the approved Union designated officers who are entitled to inspect the documents are: the grievor, the Union’s Regional Director, the Union’s Local Agent, Chief Grievance Officer, Local Union President and C.U.P.E. National Representative and Counsel;
3. The said persons will be given a reasonable time to review the documents in a private location selected by the employer on the same day just prior to meeting with the Employer Executive Director as contemplated in Step 2 of the Grievance Procedure;

4. No copies of the documents will be made. Any notes taken concerning the documents shall remain in confidence with the CUPE 1767 Grievance Committee at the conclusion of the meeting with the Employer Executive Director at Step 2;
5. The Parties agree that the same documents will be available for inspection on the same conditions, except as to the timing, by the successful candidate should the successful candidate wish to exercise this right;
6. At the conclusion of the Step 2 meeting with the Employer Executive Director, all documents will be returned to the Employer Executive Director;
7. The same procedure that applied at Step 2 will also apply at the Step 3 meeting between the Union and the Chief Executive Officer & Assessment Commissioner or her or his designates;
8. In the event that the parties do not reach resolution of the grievance and arbitration is instituted, upon receipt of a written request from the Union and a written undertaking as to the disposition of such documents in a form satisfactory to the Employer, the Employer shall provide the Union with copies of the documents within a reasonable time of such request. The Union shall undertake not to copy or allow to be copied the documents and not to release the documents to any persons other than those referred to. The Union shall undertake not to use the documents for any purpose other than the arbitration and the documents will be returned to the Employer forthwith at the conclusion of the proceeding before the arbitrator.

Signed on 14 June, 2001

For Employer – D. Rundell

For Union – M. Meyer

Memorandum of Understanding # 11 – Telework

The Union and the Employer share the vision of increasing employee engagement, increasing employee retention and improving operational effectiveness. Therefore, the parties agree to explore the feasibility of telework through a series of pilot initiatives in both field and head office environments.

The objectives of this initiative will be to:

- Develop a common understanding and ‘vocabulary’ of telework
- Identify the pros and cons of telework that impact the individual employee and the team they work with

- Identify the pros and cons of telework that impact the operation, including its customers
- Identify individual, regional or operational differences which might impact the success of telework in specific circumstances
- Develop a longer term strategy to guide the application of telework in the workplace

Definitions

For the purposes of this Memorandum:

“*telework*” is the scheduled performance of work during agreed working hours by an employee from a teleworkplace.

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

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

General Conditions

- (a) Participation in any telework arrangement shall be by mutual agreement between the employee and the Employer.
- (b) A telework arrangement may be terminated by either the employee or the Employer providing 30 days’ written notice to the other Party.
- (c) Telework shall not affect the terms and conditions of employment of any employee and all provisions of the collective agreement, company policies and relevant legislation continue to apply to an employee who teleworks.
- (d) A template for all telework arrangements will be developed by the JTC. The individual telework schedule and the length of the pilot period will be determined by the employee and the excluded manager. All of these understandings will be recorded in an agreement signed by the employee and excluded manager prior to telework commencing and a copy of the agreement will be provided to the Union.
- (e) No employee shall telework more than three days a week without the mutual agreement of the employee and the Employer. The telework agreement in (d) above will record the work schedule, however, despite the schedule, it is understood that the employee may be required to attend in the official workplace for ad hoc meetings or for other reasons.
- (f) The employee’s geographic location continues to be the official workplace and any business travel will be determined from this location in accordance with corporate financial policy and the collective agreement. Travel status will not apply to travel between the teleworkplace and the official workplace.

- (g) Prior to approving any telework arrangements, the JTC will discuss and agree upon the equipment required and who is responsible for providing it. The employee will supply a high speed internet connection.
- (h) Where the Employer provides equipment or supplies as itemized in the telework agreement, they shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (i) The employee is responsible to:
- (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
 - (2) in consultation with the Local Occupational Health and Safety Committee or Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view. The employee agrees to allow reasonable access during business hours for an inspection by the Committee representatives;
 - (3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
 - (4) take all reasonable measures to protect the security and confidentiality of all Employer data and information;
 - (5) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
 - (6) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

Pilot Initiatives

The Parties agree that one or more individual employee pilot initiatives may be established during the life of this agreement to examine the feasibility of formal telework within BC Assessment. The results of these initiatives will be evaluated and discussed between the Parties and any general extension of this concept beyond the pilot initiatives will be by mutual agreement.

In order to evaluate the success of this initiative and to assess the viability of telework, objective evaluation principles must be established. The following principles will be used and no single principle is seen as being paramount:

- Improve employee satisfaction and commitment
- Improve productivity and quality
- Improve customer service, whether the customer is internal or external to BC Assessment
- Reduce current operational costs.

The Joint Telework Committee (JTC) will be established and will be responsible for overseeing the creation and evaluation of these pilot initiatives, subject to the following general guidelines:

- The JTC will consist of two Union representatives and two Employer representatives.
- The JTC will meet within 3 weeks of the signing of this agreement and thereafter as required with the objective of implementing the pilot initiatives as soon as possible.
- The JTC will agree upon the number, location and implementation of any individual telework arrangement to be conducted as part of this pilot review.
- The JTC will agree upon the term of each pilot initiative and any potential extensions of the term. Either Party may terminate a pilot initiative by giving 30 days' written notice.
- Before any pilot initiative is approved, the JTC will establish a method for evaluating the results based upon the foregoing evaluation principles.
- The JTC will meet by June 30, 2011 to review and evaluate the results of the pilot initiatives. It is understood that in a pilot initiative environment it may not be possible to demonstrate all of the evaluation principles and that these results are unchanged. The JTC will discuss whether sufficient success has been demonstrated by the pilots.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Memorandum of Understanding # 12 – Total Compensation Survey

The Parties agree to conduct a joint survey to review the total compensation paid by appropriate comparison organizations for positions comparable to those within the bargaining unit at BC Assessment. The objective of the survey is to obtain representative data and to develop a market payline based on the findings.

The Job Evaluation Committee (JEC) established under Article 27 will oversee the survey. The JEC will determine the survey methodology and compile and evaluate the results by June 30, 2011. Up to 12 representative positions within the bargaining unit will be selected as survey benchmarks and compensation data for these positions will be sought from up to 10 comparable organizations. The JEC will mutually agree upon which positions and organizations should be included in the survey. The Parties agree to share equally any costs associated with the survey.

It is understood the survey results are not binding on either Party and any future salary range adjustments are subject to the collective agreement negotiation process. The Parties also agree any communications about the survey, its progress or its results will be jointly developed and issued by the JEC.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Memorandum of Understanding # 13 – Flexible Hours of Work

The Union and the Employer share the vision of increasing employee engagement, increasing employee retention and improving operational effectiveness. Therefore the parties agree to assess the viability of different flexible hours of work options.

The objectives of this initiative will be to:

- Identify the pros and cons with regard to the potential impacts on the individual employee and the team they work on
- Identify the pros and cons with regard to the potential impact on the operation, including its customers
- Identify individual, regional or operational differences which might impact the success of flexible hours of work

In order to evaluate the success of this initiative and to assess the viability of flexible hours of work options, objective evaluation principles must be established. The following principles will be used and no single principle is seen as being paramount:

- Maintain or improve employee satisfaction and commitment
- Maintain or improve productivity and quality
- Maintain or improve customer service (either internal or external)
- Maintain or reduce current operational costs

The advisory group responsible for establishing a process for achieving the objectives of this memorandum will be the Joint Labour Relations Committee.

The objectives will be achieved by:

- Identifying organizations which have implemented flexible hours of work options and jointly contact them for a report on their experiences, both positive and negative
- Conducting focus group meetings of BCA bargaining unit employees and managers to gather ideas and learn about potential challenges
- Discussing at the committee level, results of the findings during regularly scheduled JLRC meetings or additional meetings as required.

The JLRC will report its findings to the executive committees of both the Union

and the Employer by August 31, 2011. Both executive committees may choose to act or not act on these findings as they see fit.

Signed on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Information Appendix # 14 – Extended Health Plan and Dental Plan

Under the terms of the collective agreement, BC Assessment provides an Extended Health Care Plan and Dental Plan and contributes 100% of the premiums for these plans. Our benefit carrier is Pacific Blue Cross (PBC). There is no taxable benefit to the employee. As the employer contributes 100% of the premium, enrolment is mandatory, however, if your spouse works for BCA, duplicate coverage is not allowed.

Currently the deductible (the initial portion of eligible expenses which you must pay before the plan reimburses for any eligible expenses) is \$55 per person or family each calendar year, effective January 1, 2011 the deductible will be \$80. In order for claims to be paid your coverage must be in effect on the date the service was rendered.

The intent of this Appendix is to provide employees with a “quick reference “, contact information and websites relating to our Extended Health and Dental Plans. This Appendix provides summary information and not meant to provide complete details. **All rights to benefits are governed by the contract between BCA and Pacific Blue Cross.** An information booklet which contains more plan details can be found on BCA’s intranet on the Financial Services page (under Head Office) see Dental and Extended Health Benefits link at the top of the page. Additional information is also available on the Pacific Blue Cross website.

Basic Information

Plan Numbers: Dental Plan #D001241 Extended Health (EHC) #E085984
(these are on your benefit ID cards)

Pacific Blue Cross Contact information:

Web address: www.pac.bluecross.ca

Phone numbers: **604-419-2000 Toll free 1 888 275-4672**

Mailing Address: **PO Box 7000, Vancouver BC, V6B 4E1**

What is CARESNet?

CARESnet is an online service from Pacific Blue Cross that offers secure online access to your benefit and claims information. Information about benefit coverage, claim status, and access to claim forms are all accessible through this service. To access CARESnet, visit the PBC website:

<http://www.pac.bluecross.ca/caresnet>.

Who is covered?

You and your dependents are covered by these plans. This includes one spouse, dependent age children (under age 21), full time student child (under age 25) and unmarried handicapped child to any age. More extensive definitions of “dependent” can be found in the Benefits booklet.

When are we covered?

Our plans like others have a waiting period before you are eligible for benefits. The waiting period for Extended Health and Dental for permanent employees is the first of the month immediately following six months employment (i.e. hired March 15, eligibility date is October 1). Temporary employees must have nine months of continuous employment to be eligible for benefits. **You are not automatically enrolled for these benefits;** you must apply for coverage within **four** months of becoming eligible for coverage. Relevant forms are normally provided at time of hire. Completed forms must be sent to Payroll. Late enrolment can have additional requirements and sometimes coverage may be denied. Please contact the Payroll supervisor if you are a late applicant.

It is important to remember that for claims to be paid your coverage must be in effect on the date the service was rendered and that all claims have time limits. No payment will be made if your claim is received after the time limits prescribed in the plan. All claims must be submitted to PBC by December 31 of the year following the year in which the expense was incurred (for example a May 13, 2009 expense must be submitted to PBC by Dec 31, 2010).

Making Claims

When you are purchasing prescription drugs, present your Extended Health/Dental ID Card to any pharmacy in BC. After your deductible is cleared, the pharmacy will deduct the reimbursable amount and you will be charged the balance. All other claims under the Extended Health Plan require you to fill out an Extended Health Benefits Claim form, and send the completed form along with your receipts to PBC. Claim forms can be accessed at <http://www.pac.bluecross.ca/caresnet>.

Many dental offices are able to process claims in their office. Present your Extended Health /Dental ID card at your dentist’s office. You will be charged the balance of the cost not covered by the plan.

How to Change Dependents

To add or delete dependents, or to make other changes, fill out a Group Change form available through payroll. Return the completed form to the payroll department.

Coverage – Leave without Pay

Maternity and Parental Leave- BCA pays the full amount of the premiums for the approved leave period. If the employee does not return to work after the approved leave, he/she is required to reimburse BCA the full amount of premiums paid while on leave.

Other LWOP- If you choose to pay the premiums, coverage can be extended for up to twelve months (one year). Employees must provide post dated cheques, payable to BC Assessment for the amount of the monthly premiums. Employees can waive coverage during leave but will need to re-apply to PBC upon return for coverage to recommence on the first of the following month. The employee may be required to provide health evidence to PBC and the cost will be their responsibility.

Coverage

Extended Health Care

Generally, all in-province eligible expenses are reimbursed at 80%. Eligible “out-of-province” emergency expenses are reimbursed at 100%. After \$1,000 has been paid for a person in a calendar year, further eligible expenses for that person within that year will be reimbursed at 100%, subject to the contract maximums for this benefit. The **lifetime maximum** amount of benefits payable for a member or dependent is **\$500,000**.

This appendix will focus on in-province eligible expenses. The general areas of coverage and some details are provided below. For more information see the benefits booklet.

- 1) Hospital- Additional charges for semi-private or private room in a hospital or extended care unit of hospital. Rental charges for telephone, televisions etc are not covered.
- 2) Emergency Ambulance- is covered in specific circumstances (see the contract).
- 3) Drugs- drugs and medicines dispensed by a licensed pharmacist or a Physician that:
 - a. legally require a prescription from a Physician or Dentist;
 - b. for diabetics- insulin preparations, testing supplies, needles and syringes;
 - c. Vitamin B12 for treatment of pernicious anemia
 - d. Allergy serums administered by a physician.
- 4) Practitioners- the professional services of the following licensed practitioners to the maximum amounts indicated per person /per calendar year. The services of a private duty nurse require referral by a physician.
 - a. Acupuncturist \$150
 - b. Chiropractor \$300
 - c. Massage Practitioner (RMT) \$350 (Jan 1/11 increase to \$400)
 - d. Naturopath \$200
 - e. Physiotherapist \$350 (Jan 1/11 increase to \$400)
 - f. Podiatrist \$150

- g. Psychologist/clinical counselor \$700
- h. Speech language pathologist \$400
- i. Private duty care nurse- for a person with acute condition in hospital to a maximum of 720 hours per calendar year (other conditions apply, see the contract)

Note: Reimbursement is based on “reasonable and customary limits” which are based on usual fees charged by providers in the region.

- 5) Dental Accident- where the service is required, performed and completed within 52 weeks after Accidental injury for the repair or replacement of natural teeth or prosthetics (other conditions apply, see the contract)
- 6) Medical Aids and supplies- common items include orthotics, orthopedic shoes, walkers, canes, crutches, wigs and hearing aids. Physicians’ notes are frequently required and limits vary. See PBC website or our contract for more details.
- 7) Standard Durable Medical Equipment- preauthorization from PBC is required for expenses in excess of \$5000. Common items are rental wheelchairs; hospital beds; medical heart and glucose monitors; and breathing machines. Others items are covered see PBC website or our contract for more details.
- 8) Vision Care-Prescribed eye ware; repair of eye ware and contact lens fittings (by a Physician or optometrist) to a maximum of \$300 (Jan 1/11 increase to \$500) in a two calendar year period. Safety Goggles are not covered.
- 9) Eye Examinations- Routine eye exams (by a Physician or optometrist) every 2 calendar years to a maximum of \$75 (Jan 1/11 increase to \$100) for persons between 19 and 64. Note: children up to 18 and person 65 and older are covered by MSP.

Dental Benefits

Dental Benefits claims have a deadline of 12 months from the date of service. There are three levels of eligible expenses for dental benefits, they are generally outlined below:

Plan A- BASIC- eligible expenses are reimbursed **at 90%**. This covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. This includes but is not limited to:

- Preventative services such as polishing, fluoride treatments and dental exams. Generally adults or children 20 and older claim this service every 9 months. Children up to and including age 19 can claim this two times per calendar year (about every six months).

- Diagnostics services such as examinations and recall and x-rays. All x-rays shall not exceed the dollar limit for a complete mouth series; some also have limits as to how often they will be covered.
- Basic restorative services such as fillings (silver, white, primary or permanent teeth) all have per person per time frame (2 years) limits. Extractions, bruxing appliances (night guards) and root canals are also covered but have restrictions. See the benefits booklet for more details on the benefits coverage.

Plan B-MAJOR RESTORATIVE- eligible expenses are reimbursed at **70%**. You are eligible when your dentist recommends replacement of your missing teeth or reconstruction of your teeth where basic restorative methods cannot be used satisfactorily. This includes but is not limited to: crowns, build-ups, veneers, inlays, a false tooth, abutments/retainers, complete Dentures, and partial dentures. Coverage has restrictions. See the benefits booklet for more details.

Plan C- ORTHODONTIC SERVICES- eligible expenses are reimbursed at **55%** and have a limit of \$4000/per person per lifetime (Jan 1/11 increase to \$5000). This covers services provided to maintain, restore, or establish a functional alignment of the upper and lower teeth.

Information Appendix 15 - Reference Table – Health Benefits, Sick Leave, Vacation & Pension

(Note: Where there is conflict between terms of the Collective Agreement, benefits carrier contract or Pension Plan and this table, those documents shall have precedence.)

<i>Benefit or Leave</i>	<i>Coverage</i>	<i>What happens if....</i>
<p><i>Health Benefits</i> <i>Basic Medical (MSP), Extended Health and Dental , Group Life and Long Term Disability</i></p>	<p><i>When coverage starts depends on the benefit in question and whether you are a permanent or temporary employee. Further details are below:</i></p> <p><i>Basic Medical (MSP)</i> <i>All employees have MSP coverage from the first day of the month following one calendar month of continuous employment. (e.g. Coverage for an employee who starts work on May 15th would begin July 1st).</i></p> <p><i>Coverage ceases at the end of the month in which employment ceases.</i></p> <p><i>Extended Health and Dental</i> <i>Coverage for permanent employees begins the first day of the month following six months of continuous employment. For a temporary employee it commences the first of the month following nine months of continuous employment.</i></p> <p><i>Coverage ends when employment ceases.</i></p> <p><i>Group Life insurance</i> <i>Coverage for permanent employees begins the first day of the month following one calendar month of continuous employment. Coverage for temporary employees begins the first day of the month following nine months of continuous employment.</i></p>	<p><i>What happens to my health benefits if I am on “Leave without Pay”? Do I still have coverage?</i> <i>Whether the Employer continues to provide coverage depends on the type of leave. Coverage is maintained during Maternity, Parental and Benefit waiting period leaves without pay (Article 26). Coverage is not maintained during other types of leave without pay, such as general leaves of absence or deferred salary leave, but in some circumstances employees may have the option of purchasing the benefit coverage.</i></p> <p><i>While employees may maintain LTD coverage (whether you or the employer are paying), LTD benefits are not payable to you while you are on leave without pay.</i></p> <p><i>What happens to other health benefits if I am on sick leave or receiving LTD benefits?</i> <i>Coverage for basic medical, extended health and dental continues during the sick leave period and for the first two years of the LTD period. Group life continues throughout sick leave and continues into LTD, but coverage ceases for employees on LTD at age 65.</i></p> <p><i>What happens if I am laid off?</i> <i>If a permanent employee is laid off, coverage for basic medical and group life are maintained for six months. Coverage for Extended Health and Dental will continue for a period of 30 days after date of layoff. Employees on lay off have the option to purchase these benefits for up to twelve months from date of lay off. There is no further access to LTD coverage while on layoff. However, employees in receipt of LTD benefits on the intended layoff date will have their benefits continue under the terms and conditions of the LTD carrier.</i> <i>NOTE: The end of employment for temporary employees is not considered a lay off under the collective agreement.</i></p>

Information Appendix 15 - Reference Table – Health Benefits, Sick Leave, Vacation & Pension

(Note: Where there is conflict between terms of the Collective Agreement, benefits carrier contract or Pension Plan and this table, those documents shall have precedence.)

	<p><i>Coverage ceases for all employees actively at work at age 69. If you are in receipt of LTD benefits, coverage ceases at age 65.</i></p> <p>Long Term Disability <i>Coverage for permanent employees begins on the first day of the month following six months of continuous employment. Coverage for temporary employees begins the first day of the month following nine months of continuous employment. Coverage ends for all employees immediately after cessation of employment or at the end of the month in which the employee reaches ages 65, whichever is first.</i></p>	
<p>Sick Leave</p>	<p><i>Permanent employees have sick leave coverage immediately upon employment. Temporary employees have coverage on the day after the four months of continuous service.</i></p>	<p>What happens if I get sick before my coverage starts? <i>Employees are given leave without pay or if they have earned vacation may take a vacation day.</i></p> <p>What happens if I am sick while on a “Leave Without Pay”? <i>Employees have no access to sick leave while on leave without pay.</i></p> <p>What if I am laid off? <i>Employees have no access to sick leave after date of layoff.</i></p>

Information Appendix 15 - Reference Table – Health Benefits, Sick Leave, Vacation & Pension

(Note: Where there is conflict between terms of the Collective Agreement, benefits carrier contract or Pension Plan and this table, those documents shall have precedence.)

<p><i>Vacation Leave</i></p>	<p><i>Immediately upon employment, permanent employees begin to earn vacation leave in accordance with Article 22. Temporary employees earn vacation leave after 12 months of continuous employment. Prior to having 12 months of continuous employment, temporary employees receive 6% vacation pay and have the option of biweekly payments or one lump sum payment.</i></p>	<p><i>Do I earn vacation while on “Leave Without Pay “?</i> <i>No vacation is earned during periods of leave without pay.</i></p> <p><i>What if I am laid off?</i> <i>No vacation is earned during periods of layoff.</i></p> <p><i>Do I earn vacation if I am sick?</i> <i>Vacation is earned during paid sick leave but is not earned when an employee is receiving LTD benefits.</i></p>
<p><i>Pension Plan</i></p>	<p><i>Both the Employer and employee contribute to the Public Service Pension Plan. For permanent employees Pension Plan enrolment and contributions are immediate and automatic. Temporary employees have to earn at least half of the year’s maximum pensionable earnings (YMPE) to be enrolled. The YMPE is set by the federal government. Note: In 2010 YMPE was set at \$47,200. For more details see the Pension Corporation website or contact Payroll.</i></p>	<p><i>Do I accrue pensionable service while on Leave without Pay?</i> <i>For time periods covered by leaves without pay, employees do not automatically earn pensionable service or make contributions to the Pension Plan. Employee must apply to the Pension Corporation to purchase pensionable service if they wish to accrue this service while on Leave without Pay. There are time limits to apply and costs to employees vary depending on type of leave. See the Pension Corporation website for details on purchasing leaves of absence.</i></p> <p><i>Can I contribute to the Pension Plan if I am laid off?</i> <i>No, contributions and pensionable service accrual conclude upon layoff. If you are recalled, contributions will begin again.</i></p> <p><i>What if I am sick and end up receiving LTD benefits?</i> <i>Joint contributions continue throughout the paid sick leave period. During LTD no contributions are made but time is considered pensionable service.</i></p>

Letter of Understanding # 16 - Professional Membership Allowance (Appraisal)

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

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

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

Signed on 14 June, 2001

For Employer – D. Rundell

For Union – M. Meyer

Letter of Understanding # 17 - CRA Professional Membership Dues

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

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

Signed on 14 June, 2001

For Employer – D. Rundell

For Union – M. Meyer

Letter of Understanding # 18 - Hours of Work

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

Approval shall not be unreasonably withheld.

Signed on 14 June, 2001

For Employer – D. Rundell

For Union – M. Meyer

Letter of Understanding #22 - Appraisal Assistant to Appraiser I

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

Signed on 16 January, 2004

For Employer – D. Rundell

For Union – M. Meyer

**Letter of Understanding # 25 - Appraiser II Accreditation/Designation
AACI & RI (BC)**

Consistent with the strategic direction of BC Assessment to promote professional accreditation/designation within the Appraisal II classification, those Appraiser II's who meet the following criteria will receive an amount of \$65.00 [Effective January 1, 2011: \$71.00] bi-weekly in addition to their current bi-weekly base rate of pay:

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

Signed on 16 January, 2004

For Employer – D. Rundell

For Union – M. Meyer

Amended on 7 July, 2010

For Employer – C. Fair

For Union – K. McPhail

Letter of Understanding # 26 - Appraiser II Accreditation/Designation - CRA

In order to support Appraiser II's in their progression to full accreditation, those Appraiser II's who hold a CRA designation and continue to maintain that designation will receive an amount of \$32.50 bi-weekly in addition to their Appraiser II bi-weekly base rate of pay. The maximum period that any Appraiser II will receive this add-to-pay is three consecutive years.

An Appraiser II who was receiving the add-to-pay as of December 31, 2005 will be entitled to receive it until December 31, 2008.

Signed on 4 April, 2006

For Employer – D. Rundell

For Union – K. McPhail

Memorandum of Understanding # 28 – Transit Pass Program

The Employer understands that transit pass programs sponsored by BC Transit allow employees to purchase a permanent transit pass through payroll deduction and that they are presently offered by the Greater Vancouver (TransLink) and Greater Victoria regional transit systems. Each regional system establishes its own program rules, including minimum employee participation requirements. If

there is sufficient interest in these two locations to meet these requirements the Employer will enter into agreements with the regional transit authorities as established by their program.

It is understood that the Employer's responsibility is limited to providing the necessary administrative support to set up the program and to allow for the payroll deduction. Employees who participate are wholly responsible for the actual costs of any transit pass they purchase through this program. It is also understood that, if future minimum participation levels fall below any requirements established by the regional transit systems, the Employer may withdraw from that program.

Signed on 4 April, 2006

For Employer – D. Rundell

For Union – K. McPhail

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