

**COLLECTIVE AGREEMENT**

**between the**

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

**and the**

**COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION OF CANADA (CEP)  
LOCAL 467**

**Expires September 30, 2011**

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NOTE: Changes to the Collective Agreement are indicated with **bold type** (except for **Headings**) or an asterisk (\*) where language has been deleted and no new text added.

**AGREEMENT****BETWEEN:**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
(hereinafter called the "BCGEU"),

**AND:**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, LOCAL 467**  
(hereinafter called the "Union").

WHEREAS the Union has requested the BCGEU to enter into a Collective Agreement and the BCGEU has consented thereto, now this agreement witnesses that the BCGEU and the Union each agree with one another as follows:

**DEFINITIONS**

- (1) "BCGEU" – means the B.C. Government and Service Employees' Union;
- (2) "day" – means a calendar day unless otherwise indicated;
- (3) "employee" – means an employee of the BCGEU covered by this Agreement;
- (4) "position" – means a regular job approved as part of the regular servicing staff complement in a specific department and location;
- (5) "union" – means the Communications, Energy and Paperworkers Union of Canada (CEP) Local 467;
- (6) "unit committee" – means the committee of four CEP 467 members elected to represent employees in negotiations and over the term of the Collective Agreement.

**ARTICLE 1 - UNION RECOGNITION AND RIGHTS****1.1 Bargaining Agent Recognition**

The BCGEU recognizes the Union as the sole collective bargaining agent for all classifications listed in Appendix A of this Agreement.

**1.2 New Positions**

In the event the BCGEU establishes a new position which does not fall within the clerical support bargaining unit, the Union and the BCGEU shall meet prior to the position being filled and determine:

- (a) whether the position should be excluded from or included in the bargaining unit; and
- (b) the salary that shall apply to any new position included in the bargaining unit.

**If no agreement is reached within 60 days of the position being filled either party may make an application pursuant to the *Labour Relations Code* to make a determination. If at any time the BCGEU was to seek to exclude one or more coordinator positions, the position(s) shall be included in the bargaining unit until either an agreement between the parties is reached or a ruling from the Labour Relations Board grants the exclusion.**

### 1.3 Human Rights Code

- (a) The Parties hereto subscribe to the principles and protections provided for in the *Human Rights Code* of British Columbia.
- (b) The Parties will meet and review methods of extending knowledge of the *Human Rights Code* to all employees.

### 1.4 Labour Management Committee

**The Labour Management Committee shall consult on matters relating to the workplace that affect the parties or any employee bound by the agreement. There shall be four pre-scheduled meetings a year. In addition, the committee may meet at the call of either party. The parties agree to exchange agenda items a minimum of one week prior to each scheduled meeting.**

\* Leave of absence with pay shall be granted to attend these meetings. Expense reimbursement for the members of the Unit Committee shall be the responsibility of CEP 467.

### 1.5 Correspondence

- (a) The BCGEU agrees that all correspondence between the BCGEU and the Union related to matters covered by this Agreement shall be sent to the Chair of CEP 467 Unit Committee.
- (b) The BCGEU agrees that a copy of any correspondence between the BCGEU and any employee in the bargaining unit covered by this Agreement, pertaining to discipline or a violation of any clause in this Agreement as it applies to that employee, shall be forwarded to the Chair of CEP 467 Unit Committee or designate.

### 1.6 No Other Agreement

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

### 1.7 No Discrimination for Union Activity

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

### 1.8 Stewards

The BCGEU recognizes the Union's right to select stewards to represent employees. Stewards have the right to represent members without loss of pay.

### 1.9 Bulletin Boards

The BCGEU shall provide bulletin board facilities for the exclusive use of CEP 467 at Headquarters and all Area Offices. The BCGEU will also provide an electronic bulletin board for exclusive use of CEP 467. The use of the bulletin boards shall be restricted to the business affairs of CEP 467.

## ARTICLE 2 - UNION SECURITY

### 2.1 Union Security

The BCGEU agrees that all employees covered by this Agreement shall, within 30 days of their employment, as a condition of employment, become and remain members in good standing of the Union. Union dues shall be deducted by the BCGEU from the employee's salary. Dues deducted from the previous month shall be remitted to the Local Union Treasurer no later than the 15<sup>th</sup> of the succeeding month.

### 2.2 Check-off of Union Dues

- (a) The BCGEU will deduct from the wages or salary of each employee in the bargaining unit the amount of regular dues payable to the Union by members of the Union.
- (b) Effective October 1, 2002, the BCGEU will deduct an additional .75% from the wages or salary of each employee in the bargaining unit of dues payable to the BCGEU.
- (c) Effective October 1, 2003, the BCGEU will deduct one-half of the October 1, 2003, cost of living adjustment to a maximum of one percent, from the wages or salary of each employee in the bargaining unit of dues or assessments payable to the BCGEU.

## ARTICLE 3 - MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY & HARASSMENT

(a) The Union and the BCGEU recognize the right of employees and members to work in an environment free from misuse of managerial/supervisory authority or harassment, and the BCGEU undertakes to discipline any employee or full-time officer engaging in this type of conduct.

(b) (1) Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

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

(2) Sexual harassment shall include, but not be limited to:

- (i) sexual solicitation or advances made by a person who knows or ought to know it is unwelcome; or
- (ii) a reprisal or threat of reprisal by someone exercising authority after a sexual solicitation or advance is rejected.

(c) Allegations of misuse of authority or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.

(d) Before proceeding to the formal complaint mechanism an employee who believes **they have** a complaint of harassment or discrimination may approach **their** supervisory personnel, union steward or Step 2 designate to discuss potential means of resolving a complaint and to request assistance in

resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

(e) A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the Local Union President or designate. Within five workdays of receipt of the complaint, **they** shall notify the BCGEU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).

(f) The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the alleged harasser and the latter is a member of the Union, the BCGEU shall fully discuss the matter with the Union to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the Parties to this Agreement. Where the Parties agree to temporarily reassign the alleged harasser, pending the outcome of the investigation, the action shall not be considered a disciplinary transfer pursuant to Clause 11(d)(2). The complainant shall not be reassigned or transferred against their will.

(g) Both the complainant and the respondent (if a member of Union) shall be advised of the purpose of all meetings convened during the course of the investigation.

(h) The BCGEU shall conclude its investigation of the complaint within 10 working days of receiving it. An extension for the investigation period may be requested of, and granted by, the President of the Local Union or designate. The extension, if granted, shall not, in any event, be longer than 21 days from the date of receipt of the written complaint.

(i) The BCGEU's designate shall complete a written report within five working days of the completion of the investigation. The complainant, the respondent, and the President of the Local Union or designate shall be apprised of the recommendation(s) and/or action(s) to be taken.

(j) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied party may initiate a grievance commencing at Step 2 of the grievance procedure within five working days of receipt of the BCGEU's report.

(k) Where such a grievance has been initiated, the BCGEU agrees to fully disclose to the Local Union President or designate, all relevant information gathered during the course of its investigation. The Union shall provide to the BCGEU the facts upon which it relies in advancing the matter.

(l) If the matter is not resolved during the grievance procedure, the Union may file the grievance at expedited mediation/arbitration. The Parties will agree to appointing a single mediator/arbitrator within five days of the complaint being filed at mediation/arbitration. The agreed mediator/arbitrators are Hanna Jensen and Rod Germaine. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

(m) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 13 of the *B.C. Human Rights Code*, however, **an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to the Human Rights Tribunal or the process above.**

## ARTICLE 4 - EMPLOYER'S RIGHTS

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

## ARTICLE 5 - TIME OFF FOR UNION BUSINESS

- (a) Up to a maximum of four union members shall be entitled to leave of absence for the purpose of conducting negotiations with the BCGEU. Such leave shall be without loss of pay.
- (b) Negotiations shall be scheduled by mutual agreement.
- (c) A union officer shall be granted leave with pay to present and process grievances arising out of this Agreement in accordance with the grievance procedure outlined in Article 6 herein.
- (d) Leave of absence with pay shall be granted to employees called to appear as witnesses before an Arbitrator as provided for in Article 7 of this Agreement. It is agreed, however, that not more than three employees shall be off duty for this purpose at any one time.
- (e) Leave without pay and without loss of seniority, with reasonable written notice, will be granted for elected or appointed representatives of CEP 467 to attend to union business which requires them to leave their general work area. When leave without pay is granted, the leave shall be given with basic pay and the union shall reimburse the BCGEU for salary and benefit costs including travel time incurred. Approval for these leaves shall not be unreasonably withheld.

## ARTICLE 6 - GRIEVANCES

### 6.1 Grievance Procedure

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

### 6.2 Step 1

An aggrieved employee shall, within 15 days of becoming aware of the actions or circumstances giving rise to the grievance, submit a signed and written grievance to a union officer or steward.

The union officer or steward in receipt of the grievance shall, within 10 working days of receipt, present the grievance to the appropriate BCGEU designate. The union officer or steward and the BCGEU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement. The BCGEU designate shall respond to the grievance in writing to the Union within 10 working days of presentation.

### 6.3 Step 2

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 1, the Union may submit the grievance in writing to the BCGEU President or designate. Such grievance shall be submitted within 15 working days of the Union receiving the BCGEU's designate response or within 15

working days of that response being due. The BCGEU President or designate shall respond in writing to the Union within 15 working days of receiving the written grievance.

#### **6.4 Arbitration**

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 2, the Union may submit the matter to arbitration. Such grievance shall be submitted within 15 working days of the Union receiving the response of the BCGEU President or designate or within 15 working days of that response being due.

#### **6.5 Exchange of Documents**

**The BCGEU and the Union shall produce an agreed statement of facts and provide disclosure no later than 60 days after filing at arbitration.**

#### **6.6 Policy Grievance**

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the BCGEU President or designate, or the Chair of CEP 467 Unit Committee or designate, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration.

#### **6.7 Technical Objections to Grievances**

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

#### **6.8 Time Limits**

Time limits fixed in the grievance and arbitration procedure may be altered by written agreement between the Parties.

#### **6.9 Investigator**

Where a dispute arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Agreement, an investigator, mutually agreed to by the Parties, shall at the mutual request of the Parties:

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

#### **6.10 Deviation from Grievance Procedure**

- (a) The BCGEU agrees that, after a grievance has been initiated by the Union, the BCGEU's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that an employee endeavours to pursue a grievance through any channel other than the grievance procedure **or the Human Rights Tribunal**, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **6.11 Confidentiality**

Once a grievance has been submitted, the aggrieved employee, the Union and the BCGEU shall maintain confidentiality and will not discuss the merits or circumstances of the grievance with anyone other than those who are involved with the resolution of the grievance.

## **ARTICLE 7 - ARBITRATION**

### **7.1 Notification**

Where a dispute arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 6, notify the other Party within 15 working days of the receipt of the reply at the 2<sup>nd</sup> Step or on the date it was due, of its intention to submit the dispute to Arbitration.

### **7.2 Single Arbitrator**

A single arbitrator drawn on a rotating basis from the list in Appendix C of this Agreement shall hear the dispute within 30 working days of being appointed and **their** decision shall be final and binding upon the Parties.

### **7.3 Arbitration Procedure**

The Arbitrator may determine **their** own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. **They** shall hear and determine the dispute and shall render a decision within 60 days of the conclusion of the hearing.

### **7.4 Decision of the Arbitrator**

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

### **7.5 Fees and Expenses**

The fees and expenses of the arbitrator shall be shared equally between the Parties.

### **7.6 Settlement Officer**

It is agreed that either party may request a Settlement Officer to resolve grievances within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration, pursuant to s. 87 of the *Labour Relations Code*. Where a Settlement Officer has been appointed, the parties may agree to be bound by the recommendations of the Settlement Officer prior to commencement of discussion of the grievance.

## 7.7 Expedited Arbitration

(a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

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

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

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

(c) **Marguerite Jackson** or Ron Keras shall be appointed to hear and resolve groups of grievances within 30 calendar days of the appointment.

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

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

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

(g) The parties agree that these arbitration awards will not be appealed under s.99 or s.100 of the *Labour Relations Code*.

(h) The procedure for expedited arbitration is;

- (1) The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
- (2) The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
- (3) If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The parties may each produce one witness whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
- (4) The Parties may, by mutual agreement, vary procedure.

## ARTICLE 8 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 8.1 Burden of Proof

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

### 8.2 Dismissal and Suspension

The BCGEU may dismiss or suspend an employee for just cause by giving notice in writing setting out the reasons for dismissal or suspension and the duration of the suspension where applicable.

### 8.3 Right to Have Steward Present

An employee shall have the right to have **their** steward or a Local Union Officer present at any discussion with the BCGEU President or designate which the employee believes might be the basis of disciplinary action. Where the BCGEU President or designate intends to interview an employee for disciplinary purposes, or impose discipline, they shall notify the employee and the steward in advance of the purpose of the interview.

### 8.4 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in **their** file, **they** shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of **their** personnel record. Any such document shall be removed from the employee's file after the expiration of 12 months from the date it was issued provided there has not been a further infraction. This proviso does not apply to documentation resulting from the final disposition of a sexual harassment complaint. The BCGEU agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

### 8.5 Dismissal and Suspension Grievances

Grievances arising from the dismissal of an employee shall be submitted directly to arbitration. Grievances arising from the suspension of an employee shall be submitted directly to Step 2.

### 8.6 Justice and Dignity

(a) An employee shall not be suspended or dismissed or transferred for disciplinary reasons until the grievance procedure has been completed. In the event of a matter proceeding to arbitration, the Parties agree to expedite a hearing in this regard. In the event the penalty is upheld by the arbitrator, it shall be immediately instituted as soon as both Parties have been notified of the decision.

(b) An employee may be removed from active duty with pay pending the resolution of the grievance if the cause of the discipline arises from a failure to appropriately service the membership of the BCGEU or if continued presence on active duty presents the risk of vexatious behaviour which might jeopardize the BCGEU.

### 8.7 Probationary Employees

(a) All regular appointments shall be on probation for the first six months of employment. The BCGEU may extend an employee's probation to a maximum of a further three months. In the event the BCGEU extends an employee's probation, the CEP will be notified, and the employee may request reasons in writing.

(b) The BCGEU may reject a probationary employee. New employees rejected on probation shall not be considered dismissed for cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. A probationary employee shall receive two weeks' notice of termination or pay in lieu thereof. A rejection of a probationary employee is subject to the grievance procedure.

## **8.8 Personnel File**

An employee or the President of the Local Union or designate, with the written authority of the employee, shall have the right of access to **their** personnel record at the BCGEU's premises.

## **ARTICLE 9 - SENIORITY DEFINED**

*Service Seniority* – shall mean the total length of \* service with the BCGEU.

*Unit Seniority* – shall mean the total length of accumulated service with the BCGEU within the Union bargaining unit.

**The BCGEU shall provide a seniority list for regular employees which will be posted on the iNet. This list shall be updated quarterly. It shall include the employees' name, service seniority and unit seniority.**

## **ARTICLE 10 - LAYOFF AND RECALL**

### **10.1 Layoff**

Layoff shall be in reverse order of unit seniority within the classification series listed in Appendix A; provided that the remaining staff can perform the duties of the person to be laid off.

### **10.2 Recall**

Recall shall be in order of unit seniority from amongst staff with recall rights provided that they are able to perform the work which is available.

### **10.3 Notice**

Six weeks' notice of layoff shall be provided to staff who are so affected.

### **10.4 Layoff Options**

Upon receipt of layoff notice, an employee shall have the following options:

- (a) elect recall for which unit seniority shall remain valid and continue to accrue for two years,
- (b) elect severance pay which shall be paid at the rate of three weeks pay for each year of service or portion (prorated) thereof,
- (c) an employee who has elected recall pursuant to (a) above may elect to displace a temporary employee provided they are qualified to perform such work. Priority will be given to temporary work available in their geographic location. Where the temporary work is outside of the employee's geographic location, Appendix D will not apply but staff will be eligible for an allowance of \$50 per day. Laid off employees will have priority for placement in subsequent temporary positions prior to such positions being posted.

### 10.5 Pre-Layoff Canvass

In the event that it is necessary to issue a layoff notice, the Union shall be notified at the same time as layoff notice is provided to staff affected. The purpose of this notice is to provide the BCGEU and the Union with an opportunity to canvass the bargaining unit and determine if there are members who wish to resign with severance as provided in Clause 10.4(b).

### 10.6 Seniority Upon Recall

Upon recall, an employee shall be credited with the service **and unit** seniority held prior to layoff.

### 10.7 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) layoff for more than two years;
- (b) termination for cause;
- (c) resignation or abandonment of position.

## ARTICLE 11 - TRANSFERS AND VACANCIES

### 11.1 Letter of Preference

Employees who are interested in moving to another department or location shall file a Letter of Preference with the Human Resources Department. Employees will list, in order of preference, the departments or location in which they wish to fill a position. The BCGEU will give consideration to the most senior applicant with a Letter of Preference on file in filling temporary vacancies of less than three months' duration.

A Letter of Preference, once filed, cancels and supersedes all previously submitted Letters of Preference and remains valid from the date of receipt until the employee has withdrawn it in writing.

### 11.2 Postings

When any vacancy occurs, a new temporary position \* in excess of three months or a regular position is created or if a vacancy is created through transfer, the BCGEU shall post the position for a minimum of seven calendar days as an internal bargaining unit posting.

Only regular or temporary employees may apply on an internal bargaining unit posting.

**For the purposes of this article, unit seniority shall be used. Temporary and regular unit seniority will be used for temporary postings. Regular unit seniority will not be used when applying on temporary vacancies from one area office to another. Geographic transfers may be limited to prevent unreasonable dislocation.**

**Regular unit seniority shall be used for regular postings.**

### 11.3 Appointment Procedure

- (a) All appointments to bargaining unit positions shall be based on each applicant's **unit** seniority, knowledge, skills, ability and experience. Seniority shall be given equal status to knowledge, skills, ability and experience.

\*

(b) Unsuccessful applicants, upon request, shall receive the reasons why they were unsuccessful.

#### 11.4 Transfers

The BCGEU shall not transfer an employee from the position they currently hold except for the reasons as follows:

(a) An employee may be transferred from their **posted** position, \* within their geographic area for up to one year for career development and experience. The term may be extended by mutual agreement. The employee will be returned to their previous position following such transfer. **The BCGEU shall meet with the affected employee at least 21 days prior to the effective date of the transfer to discuss the rationale for the transfer.**

(b) For disciplinary reasons such transfer shall be subject to the grievance procedure and Clause 8.6 of this Agreement. Employees who choose to resign rather than transfer outside their geographic area shall be entitled to severance pay pursuant to Article 10.4(b).

(c) Upon mutual agreement of the Parties to this Agreement an employee may be transferred on compassionate grounds.

(d) As mutually agreed by the Parties.

#### 11.5 Short Term Temporary Vacancies

Vacancies of less than three months' duration \* may be filled without posting in accordance with this clause. Prior to such a position being filled by a person outside the bargaining unit it shall first be offered to qualified regular employees. Where the vacancy extends beyond \* three months as stipulated, or is known in advance to exceed this duration, it shall be posted.

#### 11.6 Trial Period

Successful applicants for posted positions will serve a three-month trial period, which may be waived by mutual agreement. If, during the three-month trial period, the successful applicant proves to be unsuitable for the posted position they will be returned to their former position. The trial period shall not exceed three months. The trial period for coordinator positions will be six months. The vacant position of the successful applicant may be filled in accordance with 11.2 above. In the case of posted positions in the same geographic area, the successful applicant has the option of returning to their former position at the conclusion of the trial period.

#### 11.7 Expenses

Employees who transfer shall be paid expenses and allowances in accordance with Appendix D of this Agreement.

#### 11.8 Union Observer

The CEP shall notify the appropriate Director that a request for a Union Observer has been made as soon as possible after a posting closes. The Chair of the Unit Committee or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the CEP 467 bargaining unit. The observer shall be a disinterested party. Leave with pay shall be granted for the attendance of an observer where no travel is required, if reasonable notice is provided. The BCGEU is not responsible for expenses incurred by the observer. The BCGEU will make a reasonable effort to coordinate interview scheduling with the Union Observer's calendar.

## 11.9 Reorganization

In the event of a reorganization or restructuring which involves a reduction in the number of positions or a transfer of employees, the BCGEU will consult with the CEP Unit Committee.

## ARTICLE 12 - HOURS OF WORK AND WORKLOAD

### 12.1 Hours of Work, Workload and Coverage

(a) (1) Employees under this Agreement shall be expected to work the equivalent of 75 hours per biweekly period. The BCGEU's normal hours of operation are from 8:30 a.m. to 5:00 p.m., Monday to Friday. Daily hours of each employee shall depend on individual workloads, which may vary because of the nature of the BCGEU's operation, namely that of a trade union servicing its membership.

(2) **The parties recognize the unique nature of organizing. Accordingly, the normal days of rest may be any two consecutive days of the week, scheduled as required.**

(b) The BCGEU recognizes the role of the staff in servicing the membership of the BCGEU. Every reasonable effort will be made, within financial limits, to provide relief and/or assistance where required in the performance of servicing responsibilities.

(c) The delivery of quality services to the membership of the BCGEU is a mutual commitment and objective of both Parties to this Agreement. The maintenance of sufficient staffing levels and the identification of ongoing training needs within the limits of the financial resources of the BCGEU are acknowledged as important for the delivery of quality services.

(d) The Parties recognize the need to maintain positive communications and consultation in the interest of meeting current and diversifying service demands as well as maintaining a healthy and productive workforce.

(e) The Parties agree that it is in the best interest of the membership of the BCGEU and its staff to develop more effective ways to deliver current services and meet the challenge of diversifying services. As such, the BCGEU agrees to the following principles:

- (1) supporting the ability of employees to make decisions about their work;
- (2) enabling an employee to exchange assignments with their colleagues and with the agreement of their supervisor;
- (3) streamlining the decision-making process as it affects the day-to-day work of the staff of the BCGEU;
- (4) identifying redundant work practices;
- (5) reducing the requirements of rules and reports and other unnecessary procedural requirements which contribute to unnecessary administrative work;
- (6) jointly monitoring, on an annual basis, the volume and elements of workload (based on experience, training, and skill level) as well as the anticipated workload.

(f) Where an employee is concerned that **they** cannot complete assignments or respond to urgent matters it is **their** responsibility to immediately seek direction from **their** supervisor.

(g) Where the supervisor determines that the work demands and priorities cannot be accomplished within appropriate time frames without unreasonable demands on staff, **they** shall take the appropriate action or consult with **their** immediate supervisor to determine the course of action.

(h) Should the matter remain unresolved, it may be referred to the Labour Management Committee for resolution. Individual disputes referred to the Committee shall be dealt with in confidence, within 20 days of referral.

(i) On an annual basis each employee will review, with **their** supervisor, both the volume and the elements of **their** workload. This meeting can be at the call of either person.

(j) The Labour Management Committee shall address any matters arising from workload and training. Unresolved issues may be referred to expedited arbitration pursuant to Clause 7.7.

## 12.2 Lieu Days

(a) **Employees** shall accrue **20** days of paid time off each calendar year in lieu of daily overtime. \* Lieu days will be prorated for partial years of employment.

(b) Employees shall make reasonable efforts to schedule lieu days as time off. If staff cannot take paid time off in the calendar year in which it is accrued due to work assignments, it shall be paid out at equivalent straight time rates to a maximum of four days. Such payout may be in cash or may be transferred into an RRSP at the employee's option. Alternatively any unused lieu days may be archived to be taken at a later date. **Temporary employees will receive such payout in cash.**

(c) Lieu days shall not accrue for periods of unpaid leave of absence or for paid leaves of absence in excess of 20 workdays at any one time.

(d) By December 1<sup>st</sup> each year regular employees, who anticipate working the next full calendar year, may opt to forego five lieu days in the subsequent calendar year and increase their biweekly wage rate in Appendix B by 2%.

## 12.3 Scheduling Lieu Days

(a) Lieu days shall be scheduled by mutual agreement with a minimum of five lieu days scheduled every four months. Such agreement shall not be unreasonably withheld.

(b) Lieu days shall be scheduled with consideration for the work flow and for coverage of the position's essential responsibilities.

(c) Lieu days not prescheduled will be scheduled by the Coordinator or Director in consultation with the employee.

(d) Lieu days, once scheduled, shall not be changed except through mutual agreement or in the case of an emergency.

(e) Such agreement shall not be unreasonably withheld.

(f) An employee, whose requested lieu days' schedule is denied by the BCGEU President or **their** designate, may grieve the denial if such denial is alleged to be arbitrary or done in bad faith.

(g) An employee who is hospitalized or develops an illness while on scheduled lieu days, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the lieu day(s) reinstated.

The employee shall notify the Human Resources Department as soon as possible and shall provide a medical certificate upon return to work.

## 12.4 Overtime

Overtime will be paid as follows:

- (a) Three hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the employee's principal residence, commencing on the third complete night of the assignment.
- (b) All work pre-approved for overtime on weekends and statutory holidays (**or days of rest for organizers**) shall be compensated at the rate of one day in lieu for each day of work of four hours or more. Travel time shall be considered as time worked.
- (c)
  - (1) Overtime may be banked at the Employee's request.
  - (2) Banked overtime may be scheduled by mutual agreement and must be taken or paid out by December 31st of each year. Such payout shall be in cash or may be transferred into an RRSP.
  - (3) Banked overtime may be transferred to an RRSP on a quarterly basis (March, June, September, December) upon two weeks written notice.
- (d) Staff are expected to attend and play a role at the BCGEU **Constitutional** Convention. No overtime shall be claimed for this period or in the following circumstances:
  - (1) Public Service Bargaining Unit work stoppage (strike or lockout);
  - (2) Voluntary participation at:
    - (i) BC Fed, CLC, NUPGE or other union conventions or conferences;
    - (ii) CLC Residential Schools or Weekend Schools;
    - (iii) policy or educational conferences;
  - (3) Attendance at conferences or educational activities at the request of the staff member;
  - (4) Attendance at BCGEU Regional or Headquarters servicing staff meetings; or
  - (5) Attendance at Component Executive meetings by Coordinators.

## 12.5 Skill Development Program

- (a) The Labour/Management Committee will oversee the skills development program and training priorities and make recommendations to the Principals in this regard.
- (b) The Committee shall canvass employees each year no later than October 31st to determine their skill development priorities. A schedule of known courses and educational opportunities will be circulated by year end to solicit employee expressions of interest. Other course offerings will be circulated as they become available.

## ARTICLE 13 - CONTRACTING OUT

### 13.1 No Layoff

The B.C. Government and Service Employees' Union and the Union have agreed that there will be no contracting out which results in layoffs of employees or failure to recall employees. Employees shall be recalled to work pursuant to Clause 10.2 of the Collective Agreement between the Parties.

### 13.2 Bargaining Unit Integrity

The Parties recognize an obligation to maintain and respect the integrity of the CEP bargaining unit by avoiding unnecessary contracting out of work normally and customarily performed by members of the bargaining unit. The Parties also recognize that there may be instances in which contracting out to non-bargaining unit members is necessary. The BCGEU will consult with the CEP Unit Committee prior to such contracting out.

### 13.3 BCGEU Bargaining Unit Members

(a) The Parties agree that members of the BCGEU bargaining units will not be assigned to do staff bargaining unit work as specified in this Agreement. BCGEU bargaining unit members may be assigned to perform promotional appeals, hours of work hearings, introductory occupational health and safety committee training, basic stewards' training, assertiveness training and other similar programs. Such an assignment to a member will not normally exceed five days. Instructional assignments to courses put on by the BCGEU for advanced stewards' training, bargaining workshops, etc., will be carried out by a Representative 1 or above, as will advanced safety committee training which may also involve member co-instructors with expertise in the field.

(b) The Unit Committee may make recommendations for the inclusion of other activities in (a) or propose amendments to Clause 13.5. All recommendations shall be subject to mutual agreement of the bargaining principals.

### 13.4 Temporary Employee Assignments

BCGEU bargaining unit members on leave of absence or people hired externally that are employed for backlog, special projects, or relief work in the Area Offices or at Headquarters, **will progress through the classification series, pursuant to the provisions of Appendix A.** \*

### 13.5 Scope of Assignments

BCGEU bargaining unit members will not be booked off on leave of absence nor people hired externally as Temporary Staff Representatives to undertake projects involving advocacy work such as fast track hearings, WCB appeals, negotiations, arbitration research, preparation and presentation. When such a need is identified, there will be prior discussion between the BCGEU and the Union and people assigned to these projects shall be classified as Temporary Staff Representatives and receive salary compensation only at the Representative 1 level in accordance with the Collective Agreement.

### 13.6 Special Projects

The Parties recognize that situations will arise wherein there will be requirements for special projects. When the BCGEU undertakes a special project, BCGEU staff bargaining unit members will be given the opportunity to be assigned to the special project and should they meet the qualifications for the work to be performed, they shall be assigned.

### 13.7 Term Certain Employees

Should the BCGEU and the Union agree there is no bargaining unit member qualified for the work to be performed on the special project, the BCGEU may hire a term-certain employee for the special project with the mutual agreement of the Union. It is agreed by the Parties that term-certain employees shall receive monetary compensation as determined by agreement between the Parties.

### 13.8 Advocacy Work

The Parties also agree to cooperate in initiating measures to reduce the amount of advocacy work currently contracted to outside legal counsel. This could include negotiating flat fees and other arrangements with legal counsel as well as internal training programs.

### 13.9 Legal Research

Where legal research is contracted to outside counsel, the terms of such contracting will be discussed prior to it taking place with the Union and it is agreed that the maximum length of such contracts will be three months unless otherwise mutually agreed to between the Parties. It is the intention of the BCGEU to minimize the contracting out of legal research. The past practise of contracting out work to outside advocates will continue to prevail at some levels, insofar as the contracting out does not reduce the current staffing levels or violate the provisions of Article 13.

## ARTICLE 14 - PAID HOLIDAYS

### 14.1 Entitlement

(a) The BCGEU shall provide the following holidays with pay:

- |    |                      |     |                  |
|----|----------------------|-----|------------------|
| 1. | New Year's Day       | 7.  | Labour Day       |
| 2. | Good Friday          | 8.  | Thanksgiving Day |
| 3. | Easter Monday        | 9.  | Remembrance Day  |
| 4. | Victoria Day         | 10. | Christmas Day    |
| 5. | Canada Day           | 11. | Boxing Day       |
| 6. | British Columbia Day | *   |                  |

\*

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

### 14.2 Holidays Falling on Saturday or Sunday

When any of the above-noted holidays fall 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.

### 14.3 Holiday Coinciding with a Day of Vacation

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

## ARTICLE 15 - VACATIONS

### 15.1 Entitlement

(a) Full-time employees covered by this Agreement shall earn five weeks' vacation during each year of service **seniority** except as otherwise specified in this Article. There shall be no cash payout for vacation entitlement.

(b) Full time employees with more than six full years of service **seniority** with the BCGEU shall earn additional vacation entitlement as follows:

- after six years..... one additional day;
- after seven years ..... two additional days;
- after eight years ..... three additional days;
- after nine years ..... four additional days;
- after 10 years ..... five additional days;

to a maximum of six weeks.

(c) Full-time employees with more than 14 full years of service with the BCGEU shall earn additional vacation entitlement as follows:

- after 14 years ..... one additional day;
- after 15 years ..... two additional days;
- after 16 years ..... three additional days;
- after 17 years ..... four additional days;
- after 18 years ..... five additional days;

to a maximum of seven weeks.

(d) Full-time employees shall be entitled to full vacation in the year in which they retire.

(e) Effective January 1, 2000, vacation entitlement shall not accrue for periods of unpaid leave of absence in excess of 20 workdays at any one time or for periods of sick leave in excess of 40 workdays at any one time.

**15.2 Less than One Year of Service**

An employee who terminates with less than one year of service shall earn vacation pay at six percent of gross earnings.

**15.3 Partial Year of Service**

Employees covered by this Agreement with a partial year of service shall earn vacation on a pro rata basis.

**15.4 Probationary Period**

An employee earns but is not entitled to take vacation during the first six months of continuous employment unless mutually agreed between the employee and the BCGEU.

**15.5 Vacation Schedule**

- (a) Vacations shall be scheduled by April 1<sup>st</sup> of each year.
- (b) Vacation schedules, once approved by the BCGEU, shall not be changed except by mutual agreement between the employee and the BCGEU, or in the case of an emergency.
- (c) Any costs incurred by the employee as a result of a change caused by the BCGEU due to an emergency will be paid by the BCGEU.
- (d) Any vacation unscheduled by October 1<sup>st</sup> may be scheduled by the BCGEU subject to 15.8(a). The BCGEU will consult with the affected employee.

### 15.6 First Vacation Year

Vacations shall be scheduled and taken on a calendar year basis. The first vacation year shall be the calendar year in which an employee's first anniversary falls.

### 15.7 First Partial Year

During the first partial year of service, an employee who has completed the probationary period shall be entitled, subject to the vacation schedule, to take any earned vacation prior to December 31st.

### 15.8 Carryover

(a) An employee may carry over up to five days vacation leave per vacation year except that such vacation carryover shall not exceed 15 days at any time.

(b) If the BCGEU requires a change to an employee's scheduled vacation as the result of an emergency, the BCGEU will give priority to the rescheduling of the displaced portion of the affected vacation.

(c) In the event that the employee can demonstrate that the plans affected formed a unit that cannot be rescheduled in the vacation year, the President may grant authorization, in these special circumstances, to carry over full entitlement.

(d) In other circumstances, where the affected vacation is unable to be scheduled in a mutually acceptable alternative, the employee may carry over up to two weeks to the following vacation year.

(e) Where an employee changes previously scheduled and approved vacation without mutual agreement with the BCGEU there shall be no carryover of vacation.

### 15.9 Vacation Allowance/RRSP

(a) Once each calendar year, all employees shall be entitled to receive a vacation allowance of four percent of their annual salary based on their May 1st rate. Effective January 1, 2000, vacation allowance will be prorated for partial years of employment or where the employee has had an unpaid leave of absence in excess of 20 workdays at any one time.

(b) An employee shall provide written notification to the Treasurer or **their** designate at least 14 days prior to the date upon which the employee wishes to receive the vacation allowance. The allowance will be issued as part of an employee's regular paycheque.

(c) Employees shall have the option of having the allowance deposited directly into an RRSP account.

(d) Any excess allowance paid to a terminating employee shall be recoverable.

(e) By January 1, 2007, an employee must permanently opt to take the annual allowance, outlined in (a) above, either as gross salary or in an annual lump sum. All new regular hires shall take the **four percent** vacation allowance as gross salary. When the employee commences supplemental leave their salary shall be reduced by the amount of the annual allowance.

### 15.10 Preference In Vacation Scheduling

- (a) (1) Every effort will be made to allow employees to take vacation at a time of their choice. Where it is not possible to accommodate all staff in their choice of vacation time, senior employees exercising unit seniority will be given preference in the selection of vacation periods where **they** take it in one unbroken period.

(2) Employees wishing to split their vacations shall exercise unit seniority rights in the choice of the first vacation period. Such unit seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such unit seniority shall prevail in the choice of subsequent vacation periods in like manner.

(3) The vacation schedule will be circulated by the BCGEU by January 31st of each year and completed by the employees by March 31<sup>st</sup>. The approved vacation schedule will be circulated by April 30<sup>th</sup>.

(4) If an employee wishes to take vacation prior to April 30<sup>th</sup>, the employee shall make a written request at least 10 days prior to vacation time desired.

Written confirmation from the BCGEU will be given within five working days after receipt of the employee's written request.

(b) An employee who does not exercise **their** unit seniority rights by March 31<sup>st</sup> of each year shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less unit seniority.

(c) Subject to scheduling requirements, employees shall be granted their vacation in consecutive weeks when requested.

### 15.11 Displaced Vacation

An employee who is hospitalized or develops an illness while on vacation, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the vacation days reinstated.

The employee shall notify the Human Resources Administrator as soon as possible and shall provide a medical certificate upon return to work.

## ARTICLE 16 - LEAVE

### 16.1 Bereavement Leave

(a) An employee shall be granted five days' leave with pay in the case of death in the immediate family. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed seven workdays.

(b) Immediate family is defined as an employee's parent, spouse, grandparent, child, brother, sister, father-in-law, mother-in-law, grandchild, **step parent, step child** and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days vacation leave credits.

(e) In case of serious illness or other circumstances, consideration shall be given to special leave of absence.

### 16.2 Jury or Court Witness Duty

The BCGEU shall grant leave of absence with pay to an employee who is called as a juror or witness in any court. The employee shall remit to the BCGEU all monies paid to **them** by the court, except travelling and meal allowances not reimbursed by the BCGEU.

### 16.3 Leave of Absence for Political Office

- (a) Prior to seeking nomination for any elective political office, a staff member will meet with the President of the BCGEU for a comprehensive discussion of the implications of seeking the nomination. The President will advise the staff member of the likely effect, including possible reassignment, that the member's plans would have on their present assignment.
- (b) A staff member who is nominated as a candidate for Member of the Legislative Assembly or Member of Parliament will be granted leave of absence without pay from the date of nomination until the day following the election or a shorter period requested by the staff member.
- (c) If a staff member is elected to political office, leave without pay shall be granted for a full legislative term, up to a maximum of five years. **They** shall return to the first available position for which **they are** qualified.
- (d) If the staff member is unsuccessful and is not elected, **they** will return to active employment subject to relocation or reassignment of duties at the discretion of the BCGEU.
- (e) The staff member will suffer no financial loss if not placed in their original position and will be subject to red-circling upon return.

### 16.4 Leave Without Pay

The BCGEU may grant leave of absence without pay to any employee requesting such leave. Such requests shall be submitted in writing to the President/or designate, stating the reasons therefore, and require the approval of the BCGEU. It is understood that, in considering such requests, the President will take into account the best interests and needs of the BCGEU and its membership together with those of the employee concerned. Such leave shall not be unreasonably withheld.

**Leaves in excess of 30 days will not accrue unit or service seniority.**

**Upon return from approved leave within one year, an employee shall be returned to their former position. Employees returning from work after one year shall be placed into the first available position within their geographic area for which they are qualified. If no position is available within their geographic area, the employee shall be placed in any position they are qualified for by mutual agreement.**

### 16.5 Leave for Medical and Dental Care

Employees in areas where adequate medical and dental facilities are not available shall be allowed the necessary time including travel and treatment time, to a maximum of three days annually, to receive medical and dental care at the nearest medical centre for the employee, **their** spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The BCGEU may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

### 16.6 Definition of Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director, Child, Family and Community Services, or a child of a spouse.

### 16.7 Family Leave

In the case of illness or hospitalization of the employee's spouse, dependent child or dependent parent permanently residing in the employee's household or with whom the employee permanently resides, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse or parent, the employee shall be entitled to use up to a maximum of two days paid leave at any one time for this purpose.

### 16.8 Child Rearing/Elder Parent Care Leave

Subject to operational requirements, a regular employee with a minimum of two years seniority, shall be granted leave without pay for the personal care of the employee's pre-school age children or an ageing parent(s) in accordance with the following conditions:

- (a) an employee shall notify the BCGEU in writing as far in advance as possible, but not less than four weeks in advance, of the commencement date and duration of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of one year, unless otherwise agreed;
- (c) the total leave granted under this clause shall not exceed five years during an employee's total period of employment with the BCGEU;
- (d) an employee on leave of absence under this article shall not accrue seniority for the period of the leave. Seniority earned prior to the leave shall be reinstated upon completion of a six month period of re-employment;
- (e) notwithstanding Article 11, an employee shall return to work in their previous position, if available, or in the first available vacancy in their geographic location for which they are qualified at their former classification, or a lower classification if agreed;
- (f) all benefits pursuant to this collective agreement will cease for the period of the leave;
- (g) an employee shall give the BCGEU a minimum of one month's notice should they choose to amend the duration of the leave as indicated in (a) above;
- (h) an employee may engage in remunerative employment during the period of the leave with prior approval, which will not be unreasonably withheld.

### 16.9 Compassionate Care Leave

**An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority or eligibility for benefits provided under Article 18.**

**It is understood that where an employee is on compassionate care leave and such leave ends due to the death of a family member for which bereavement leave is provided under clause 16.1, there shall be no pyramiding of EI payments and bereavement leave with pay.**

## ARTICLE 17 - SKILL DEVELOPMENT, EDUCATION AND EXCHANGES

### 17.1 Exchange Programs

The BCGEU will facilitate and encourage exchange programs with other Provincial, National or International Unions or Labour Organizations.

### 17.2 Education Leave

(a) A.C. Bennett Scholarship for the Labour College of Canada: Employees who are the successful candidates for the above-noted scholarship shall receive full salary, expenses and tuition as per the Collective Agreement other than per diem allowances.

(b) Courses, Seminars and Educational Studies: Employees who are selected to attend courses that will benefit the Representative and the BCGEU other than the Labour College of Canada Scholarship shall receive remuneration and meal allowances as negotiated between the Union and the Administrative Committee.

## ARTICLE 18 - HEALTH AND WELFARE PLANS

(a) The BCGEU agrees to pay the full premium costs for employees desiring any or all of the following plans:

- (1) *B.C. Medical Services Plan*
- (2) *Dental Plan* - (100%, **80%**, **80%**) **\$5,500** limit Part C  
Part D – Dental Implants, 50% to a maximum of **\$1,500** lifetime.
- (3) *Extended Health Care Plan:*
  - *Acupuncture* - **\$200 per individual to a maximum of \$500 per family per year.**
  - *Psychologist* - **\$500 per year. Registered clinical counsellors are recognized in combination with registered psychologists.**
  - *Terminal Illness and Advance Payment* - **An advance payment of up to \$50,000 or 50% of the Group Life insurance, whichever is less, is available to eligible employees.**
  - *Hearing Aids* **\$1000** per ear, every four years for adults; **\$1000** per ear, every two years for children, no deductible, 100% payment.
  - *The Vision Care Option* - shall be **\$400** per 12 months for adults and **\$400** per 12 months for children with no change in the deductible portion.
  - Employees will have **the** option of applying the vision care benefit of **\$400** to the cost of laser eye surgery instead of eye glasses or contact lenses. **This option may be used twice.**
  - *Registered Massage Therapy* treatments to a maximum of **\$1500 per calendar year.**
  - *Prescription Drugs* – 80% coverage, **\$55** deductible per annum. An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
  - Maximum **\$1,000,000** for active employees. \* Staff on supplemental leave shall be considered active employees for the purpose of this clause.

- \*
- Coverage for tetanus, rubella, polio, measles, hepatitis "B" and influenza inoculations.
- Coverage for oral contraceptives for reimbursement of prescriptions.
- Coverage for PSA testing as required by physicians.
- *See pamphlet for details of other coverage.*

(4) *Group Life (B.C. Government) Plan* - two times annual salary. \*

(5) *Group Life and Dependent Life (BCGEU) Plan* - one times annual salary, to include funeral costs for partners and dependent children and optional coverage. **Spouses will be entitled to purchase Group Life under this section at no cost to the BCGEU.**

(6) *Group AD&D Insurance (Union Business Travel) Policy*

- Loss of Life \$100,000
- Supplementary Medical Expense \$2,500
- Temporary Total Disability \$150/per week

(7) *Medical Referral Travel & Accommodation Benefit* - (Appendix E)

(b) Where applicable, premium costs shall include coverage for the employee's spouse and/or dependents.

## ARTICLE 19 - SHORT AND LONG TERM DISABILITY

### 19.1 Short Term Illness

(a) An employee shall notify the BCGEU as soon as possible of their inability to report to work because of illness or injury. The employee may be required to provide the BCGEU with the most current prognosis from their medical practitioner. The employee shall advise the BCGEU of the expected date of return to work, in advance of that date, in order that work schedules and relief staff can be accommodated.

(b) Employees will be entitled to short term illness leave at 100% of salary for a period not exceeding 12 months in accordance with the terms of this Article.

(c) On the first day of injury or hospitalization or on the sixth day of illness, an employee shall ensure that the appropriate application form is processed through the Human Resources Department and that the employee's medical practitioner completes the necessary wage indemnity coverage form.

(d) The BCGEU shall reimburse the employee upon the production of a receipt for the cost of the certificate required for the wage indemnity plan. Failure to obtain completion of the appropriate documents by the employee's medical practitioner within a reasonable time will result in suspension of the short term illness payment until the appropriate conditions are fully complied with.

(e) The BCGEU may request additional reports from a qualified medical practitioner if the absence is over six working days. Such reports shall be paid for by the BCGEU upon the production of a receipt.

(f) In the event that any member of the Union should become terminally ill, the President of the BCGEU, or designate, will meet with the President of the Local Union, or designate, to arrange for a

Letter of Agreement to cover any special conditions within the Collective Agreement which may have to be amended or altered to meet the needs of the employee.

### 19.2 Long Term Illness

Full-time employees shall be entitled to coverage under a Long Term Disability Plan provided and paid for by the BCGEU. **The Long Term Disability Plan shall provide 70% of basic salary to a maximum of \$6,500 per month.**

### 19.3 Subrogation

Where an employee makes a successful wage loss claim against a third party for which the employee received or would receive benefits under this Article, the **BCGEU/Plan Administrator** will be entitled to recover or decrease benefits under this Article by an amount equal to the amount that these benefits in combination with the wage loss claim paid exceed 100% of pay. **The BCGEU** may deduct this amount from earnings if the wage loss claim paid is not remitted to the **BCGEU**.

## ARTICLE 20 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

(a) The purpose of the Employee and Family Assistance Program is to recognize that a wide range of problems can adversely affect an employee's performance and that the BCGEU has a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

(b) The BCGEU will endeavour to assist an employee who recognizes the presence of the personal problem, either physical, social or mental, which is adversely affecting **their** job performance. The cost of the agreed upon referral agent will be borne solely by the BCGEU.

(c) \* The agent chosen as the referral agent shall be mutually agreed to between the Parties. **The BCGEU will send annual reports to the Unit Committee Chair.** \*

(d) For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.

(e) (1) An employee will be considered absent due to illness and will receive the benefits for which **they are** eligible pursuant to the Collective Agreement when

(i) **they** require time off from work for medical counselling or treatment appointments recommended by the referral agent, or

(ii) **they are** unable to work but is following a prescribed program of treatment, or

(iii) **they are** accepted into the program through a voluntary, union, fellow employee or family referral.

(2) An employee will continue to be eligible for benefits under (a) above so long as **they are** cooperating fully in following the prescribed course of treatment.

(3) The BCGEU will be responsible for costs and **their** expenses not normally covered by the medical and benefit plans which are associated with **their** treatment program such as actual costs of residential treatment for chemical dependency.

(f) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.

(g) If the employee's job performance continues to deteriorate, the employee's Coordinator, in consultation with the appropriate Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

(h) If job performance continues to deteriorate and the employee cannot or will not improve **their** job performance, an appointment will be arranged immediately by the Coordinator, in consultation with the Director, with the referral agent. Copies of all records and documents pertaining to an employee's unsatisfactory job performance, and an employee assistance referral form signed by the employee, Coordinator and Director, will be forwarded to the referral agent.

(i) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should **their** problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

## ARTICLE 21 - PENSIONS

### 21.1 Supplemental Leave

(a) Employees in the CEP bargaining unit shall be entitled to supplemental leave equivalent to five weeks leave for each year of service in the bargaining unit (prorated for partial years or part-time employment). Such leave shall be scheduled to precede and abut the commencement of Public Service Pension Plan (PSPP) benefits in the following manner:

- (1) Regardless of age, employees may schedule their accrued supplemental leave entitlement to precede and abut an unreduced pension. The PSPP Rules permit commencement of an unreduced pension in three circumstances, (i.e.),
  - (i) at age 60; or
  - (ii) at 35 years of pensionable service and age 55 or older; or
  - (iii) by attaining the Rule of 85 and age 55 or older.

Employees who schedule supplemental leave prior to age 55 must have sufficient leave to meet age 55.

(2) Current accrued entitlements using various previous formulae will be honoured, subject to scheduling restrictions in this article, except that employees whose entitlement was reduced at age 60 shall have their entitlement restored to five weeks leave for each year of service in the bargaining unit. Accrual of additional leave pursuant to Memorandum of Agreement 9 is revised as indicated in the memorandum.

(3) Final year vacation entitlement, pursuant to Clause 15.1(d) must be scheduled prior to commencement of supplemental leave.

(4) Employees on supplemental leave will not engage in remunerative employment which conflicts with their duty of loyalty to the BCGEU.

(5) Where employees fail to commence PSPP benefits as scheduled to abut supplemental leave, the cost of such leave and benefits shall be recovered by the BCGEU by means of an agreement signed by the BCGEU, CEP 467 and the employee prior to the commencement of supplemental leave.

(6) There is no further accrual of supplemental leave when the combination of pensionable service and earned supplemental leave exceeds 35 years or where the leave entitlement would take an employee past age 65. Where employees have additional pensionable service which is available for purchase pursuant to Public Service, Municipal, College or Teachers Pension Plan Rules, they must declare whether they intend to purchase such service prior to commencement of

supplemental leave. Where an employee indicates they will not purchase additional service and changes their mind subsequent to commencement of supplemental leave resulting in supplemental leave which exceeds these limitations, the excess leave shall be recoverable by means of the agreement noted in 5. above.

(7) Employees ineligible for further accrual of supplemental leave will make no further contribution, nor will the **BCGEU**. Employees who resign will receive severance in accordance with MOA 7.

(8) There is no further accrual of leave while on supplemental leave accrued under Memorandum of Agreement 9 or Memorandum of Agreement 10. The priority for scheduling supplemental leave is first **Article 21 leave**, second MOA 9 leave, third **MOA 10 leave**.

(9) *Options*

(i) *Prorating* - Notwithstanding (1.) above employees may opt to prorate and schedule their accrued supplemental leave entitlement to precede and abut a reduced pension over a period not to exceed twice their accrued leave entitlement. Benefit coverage may be similarly prorated requiring the employee to 'top-up' the contribution amount in order to maintain full benefit coverage or taken as full benefits for the original period of leave. No more than half of their accrued leave may be scheduled in this manner prior to age 55 unless the leave abuts an unreduced pension as indicated in (1.) above. If an employee commences PSPP benefits prior to expiry of their supplemental leave entitlement, they will be paid out using a jointly determined commuted value formula.

(ii) *Commutated Value Payout* - subject to joint determination of a formula, a commuted value payout is available to employees prior to the commencement of supplemental leave, provided they commence PSPP benefits and the payout does not exceed their supplemental leave entitlement.

(iii) *Vacation In Lieu* - Commencing with the 2003 vacation year, employees may opt to take an additional three weeks of vacation within the vacation year in exchange for their normal accrual of five weeks supplemental leave for that year. Employees must declare if they wish to use this option by March 1<sup>st</sup> of the vacation year. **This option is available commencing the first full calendar year of employment.**

(b) Supplemental leave as provided by (a) above is only available to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit these entitlements, except for the severance pay noted in MOA 7.

(c) Supplemental leave as provided by (a) and (b) above is only available to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit these entitlements. Employees planning to commence supplemental leave must provide a minimum of two months notice **prior to starting any abutting leave.**

## 21.2 Pension (Public Service) Plan

Employees who will have two years of contributory service by age 65 will participate in the Pension (Public Service) Plan. Employees who cannot achieve two years of contributory service prior to age 65 will participate in the BCGEU Group Registered Retirement Savings Plan with benefits and contributions as outlined therein.

### 21.3 Health and Welfare

(a) All employees who retire as per Clause 21.1 above, may maintain coverage for medical, extended health, dental and group life until age 65. Thereafter, employees may maintain coverage for medical and extended health and the BCGEU shall pay the premiums.

(b) If any of the above premiums cease to be paid through the Pension (Public Service, Municipal or College) Plans, the BCGEU will pay the premium or provide a similar benefit. In no case will the BCGEU pay the premium for a plan which is provided through one of the pension plans.

## ARTICLE 22 - VEHICLES

### 22.1 Vehicle Stipends

(a) Employees who provide **a vehicle which meets the criterion of 6.5 or less litres / 100 highway kilometres** \* shall receive a **\$30** per month **vehicle stipend**.

(b) Staff representatives in Areas 06, 08, 09, 10, 11 and 12 will receive a \$25 per month **vehicle stipend**.

(c) **Vehicle stipends will cease after 29 weeks on leave.**

(d) All replacement vehicles must have a minimum of four seat belts.

(e) Vehicles provided for business use must not be oversized (**seven** foot maximum height; 20 foot maximum length).

(f) Effective **January 20, 2011** employees who buy replacement vehicles with gasoline engines with **fuel efficiency of 9.4 or more litres / 100 highway kilometres**, as rated by Natural Resources Canada EnerGuide, will have their salary reduced by **\$30** per month.

(g) \* Employees will maintain \* minimum **vehicle insurance** coverage of: \*

- \$2,000,000 Third Party Liability;
- full business use.

(h) Employees shall furnish a union-made vehicle. **The BCGEU shall consult with the union prior to excluding any union-made vehicles.** \*

\*

(i) In the event of an accident or theft while on BCGEU business, the BCGEU will pay the deductible portion of the ICBC claim up to a maximum of \$300 for comprehensive and \$300 for collision. Should an employee choose not to go through ICBC, the BCGEU will pay the equivalent of the deductible portion referred to above, upon receipt of the repair bill or proof of loss.

\*

(j) The BCGEU agrees to pay any extraordinary expenses incurred by Areas 6, 10, 11 and 12 Representatives related to road conditions and high servicing mileage.

**The BCGEU agrees to reimburse employees in Areas 6, 10, 11 and 12 up to \$160 once per year for automotive detailing.**

\*

(k) The employees shall be responsible for maintaining their vehicles in a clean and properly operating condition. \*

(l) (1) Employees are entitled to an advance of \$2,500 in the following circumstances: **if they are newly hired employees who must provide a vehicle to meet the requirements of Clause 22.1, or require a new vehicle for safety reasons.**

\*

(2) Employees will not be required to provide a vehicle in accordance with Clause 22.1 until they have completed their \* probationary period;

(3) The advance shall be repaid to the BCGEU at the rate of \$100 per month and shall be deducted from their net pay.

\*

## 22.2 Fuel Credit Card

(a) The BCGEU shall issue a fuel credit card to each incumbent employee \* for use on union business. It is agreed that no employee shall use this credit card while out of the province on personal business. When an employee commences on a leave which is known in advance to be in excess of 30 days, the employee will return the **BCGEU** provided fuel card to the BCGEU on the commencement of the leave. In other circumstances, the fuel card will be returned within 30 days of the commencement of the leave.

(b) An employee eligible for the vehicle **stipend(s)** \* as per Clauses 22.1 above, who proceeds on leave of absence with pay, including short term illness and parental leave, will continue to receive the benefit for a period not to exceed 29 weeks. \*

\*

(c) Effective March 14, 2005, employees who were on staff shall retain the ability to use the fuel credit card or claim fuel costs on expense claims. Employees who are hired after March 14, 2005 shall claim fuel costs on expense claims. Employees without a fuel credit card may use the credit card provided in Article 26.7 to purchase fuel. Fuel purchases under this clause are only for the vehicle registered for employment use with the BCGEU. Any exception (courtesy cars, rental cars) must include an explanatory note on the expense claim.

## ARTICLE 23 - TEMPORARY STAFF

### 23.1 Seniority

(a) Temporary **employees' unit** seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee **within the Union bargaining unit.**

(b) Temporary employees shall lose their seniority if they are laid off for more than nine months.

(c) Upon appointment to a regular position, and upon successful completion of the probationary period **pursuant to clause 8.7**, the employee shall be credited with their temporary **unit** seniority in (a) above for the purpose of service and unit seniority.

(d) Temporary **employees** shall have their **unit** seniority recognized for posted temporary positions.

\*

### 23.2 In-Service Status

Temporary **employees** shall be considered as in-service applicants for the purpose of Article 11 for a period not to exceed **nine** months following the date of layoff from their temporary assignment.

### 23.3 Vacations

(a) Temporary **employees** not on leave of absence from a BCGEU bargaining unit shall receive in lieu of vacation six percent of salary, payable biweekly.

(b) Temporary **employees** on leave of absence from a BCGEU bargaining unit shall receive biweekly, the difference between six percent of the Temporary representative rate and six percent of the employee's normal bargaining unit rate. Employees receiving the entitlement of subsection (d) below will receive the difference between 10 percent of the Temporary representative rate, and 10 percent of the employee's normal bargaining unit rate.

(c) Temporary **employees** hired for periods that exceed **six** months shall have the option to bank their vacation pay, to be scheduled as vacation leave.

(d) Temporary **employees** who complete 12 months of \* temporary employment shall be entitled to five weeks of vacation (10% of salary in lieu).

### 23.4 Health and Welfare Benefits

(a) Temporary **employees** on a leave of absence from a BCGEU bargaining unit shall have their benefits maintained by the BCGEU.

(b) Temporary **employees** without benefit plan coverage or with benefit plan coverage significantly (**15% or greater difference**) inferior to benefits provided under the Public Service Master Agreement, shall receive \$50 per biweekly pay period in lieu of benefits.

(c) (1) Temporary **employees** without benefit plan coverage shall be eligible for medical, dental, extended health and group life benefits under the Collective Agreement after six months of continuous employment.

(2) Other temporary **employees** who complete 12 months of continuous temporary employment shall be eligible for medical, dental, extended health and group life benefits under the Collective Agreement.

(3) Coverage shall be provided for appointments of at least three months duration, commencing with the first full calendar month of the appointment and ending with the last partial month.

(d) Temporary **employees** who opt for benefit plan coverage under (c) above shall not be eligible to have benefit plan premium payments made on their behalf, to the employer from which the temporary representative is on leave.

### 23.5 Transportation Allowance/Mileage

(a) Temporary **employees** shall receive mileage for all kilometres travelled on BCGEU business at the rate outlined in the BCGEU Financial Manual.

(b) Temporary **employees** compensated at a **Member Services Representative 2**, Representative 1, Representative 2, **Organizer 2 and Organizer 3** rate shall receive a transportation allowance of \$500 dollars per month and shall submit their gas receipts through an expense claim form.

### 23.6 Paid Holidays

Temporary **employees** shall be compensated for paid holidays if they have:

- (a) worked the day before and the day after a paid holiday; or
- (b) worked 15 of the previous 30 days.

\*

### 23.7 Evaluation

Temporary **employees** will meet with their Coordinator on completion of 26 weeks of work for an evaluation of their work performance, a discussion of their employment objectives and areas of interest. The meeting will identify necessary training, experience or skill upgrading to meet the temporary representative's employment objectives. Additional evaluations will occur after each additional 26 weeks worked.

### 23.8 Exemptions

Temporary **employees** shall not be covered by the following articles or clauses unless otherwise specified in this Article: 10, 11, 14, 15, 16.5, 18, 21, 22 and 27.

### 23.9 Coop Student

One University of Victoria Coop Legal Education student may be engaged at one time for a four month placement. The coop student will be paid in accordance with Appendix B-1. The coop student will be entitled to 6% vacation pay which may be taken in pay or time off (5 days vacation per four month term). They are not entitled to lieu days. They are entitled to money in lieu of benefits in accordance with Clause 23.4(b) and will be deemed terminated for cause at the expiry of their four month appointment. They do not accrue seniority and shall have no recall rights nor be considered in-service for postings.

### 23.10 Articled Student

One articled student may be engaged at one time for a **12** month placement. The articled student will be paid in accordance with Appendix B-1 (equivalent to the **MSR2** rate). The articled student will also receive the transportation allowance outlined in Clause 23.5. The articled student will be entitled to 10% vacation pay which must be taken in pay plus they are entitled to 10 lieu days per term. The articled student is entitled to money in lieu of benefits in accordance with Clause 23.4(b) for the first six months and will then be enrolled in the Health and Welfare plans. They accrue seniority and shall have the rights to in-service status for postings in accordance with Clause 23.2 at the conclusion of the **12** month placement.

## ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

### 24.1 Statutory Compliance

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

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

### 24.2 Joint Occupational Health and Safety Committees

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint

Occupational Health and Safety Committee will be established as required by WCB Regulations and will operate as outlined below:

- (a) The Committee shall consist of an equal number of worker representatives (including CEP 467 members) and BCGEU representatives.
- (b) The Committee will function in accordance with the *Workers' Compensation Act* and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the BCGEU.
- (c) Unresolved issues from worksites without a Safety Committee may be referred to the Headquarters Joint Occupational Health and Safety Committee for consideration.
- (d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending Committee meetings, or in carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings, training and other Committee business shall be scheduled during normal working hours whenever practicable.

### **24.3 Unsafe Work Conditions**

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

- (a) a member of the Joint Occupational Health and Safety Committee, or
- (b) a person designated by the Joint Occupational Health and Safety Committee, or
- (c) a steward at a worksite where there is no safety committee,

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

### **24.4 Injury Pay Provision**

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

### **24.5 Transportation of Accident Victims**

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

### **24.6 Investigation of Accidents**

- (a) Pursuant to Part 3 of the Workers' Compensation Board Occupational Health and Safety Regulations, all accidents shall be investigated jointly by at least one appointed representative of the BCGEU and one union representative.
- (b) Reports shall be submitted on a mutually agreed upon accident investigation form and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Joint Occupational Health and Safety Committee

- (3) BCGEU designate
- (4) Local CEP 467 Staff Representative

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

(c) In the event of a fatality the BCGEU shall immediately notify the local CEP Local 467 President or CEP Unit Committee of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

#### 24.7 Occupational First Aid Requirements and Courses

(a) The union and the BCGEU agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be maintained at each work location.

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

(c) Employees required to possess an Occupational First Aid Certificate in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 2 - \$45.00 per biweekly period
- Occupational First Aid Certificate, Level 3 - \$50.00 per biweekly period

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

Where the BCGEU has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 12 work days in any month, they shall receive the full monthly allowance.

(d) In order to meet the requirements of (b) above, the BCGEU will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job. If the BCGEU offers the opportunity to obtain a Certificate to an employee within the bargaining unit, the offers will be made within the work unit in order of seniority.

#### 24.8 Workplace Violence

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse.

(b) Where such potential exists:

- (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
- (2) applicable physical and procedural measures to protect employees shall be implemented.

(c) Immediate critical incident stress debriefing and posttraumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

#### 24.9 Radio Contact or Employee Check

Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radiotelephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations (as per WCB regulations).

#### 24.10 Unresolved Safety Issues

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

\*

### ARTICLE 25 - INDEMNITY

#### 25.1 Indemnity

(a) (1) *Civil Action*—Except where there has been flagrant or wilful negligence on the part of the employee, the BCGEU agrees not to seek indemnity against an employee whose actions result in a judgment against the BCGEU. The BCGEU agrees to pay any judgment against an employee arising out of the performance of **their** duties. The BCGEU also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(2) *Criminal Action*—Where an employee is charged with an offence resulting directly from the proper performance of **their** duties, the BCGEU shall pay for reasonable legal fees.

(b) At the option of the BCGEU, the BCGEU may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the BCGEU and the employee) or pay the legal fees of counsel chosen by the employee.

(c) In order that the above provisions shall be binding upon the BCGEU, the employee shall notify the BCGEU immediately, in writing, of any incident or course of events which may lead to legal action against **them**, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

(1) when the employee is first approached by any person or organization notifying **them** of intended legal action against **them**;

(2) when the employee requires or retains legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

(4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that **they** might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

## 25.2 Obligations

- (a) The BCGEU shall have the sole and exclusive right to compromise or settle any such claim, action or judgment, or bring or defend any litigation in respect of them.
- (b) Employees shall not admit liability in respect of any such claim, action or judgment except on the instruction of the BCGEU.
- (c) Employees shall, at all times, cooperate with the BCGEU in resisting any claim and in the prosecution or defence of any action even if their employment with the BCGEU has ceased.

## ARTICLE 26 - WAGES AND ALLOWANCES

### 26.1 Classification and Wages

Employees will be classified and paid as outlined in Appendices A and B attached hereto and forming part of this Agreement.

### 26.2 Vacation Advance

Where two weeks' written notice is given, an employee shall be entitled to receive, prior to the commencement of **their** vacation, any pay cheques falling due during the vacation period.

### 26.3 Rates of Pay

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**Effective January 1, 2011 a general wage increase equal to \$40 bi-weekly on Appendix B1, B2, B3 and the MOA regarding Pilot Project for New Resource Centre.**

### 26.4 Rates of Pay During Leaves of Absence

**An employee who proceeds on leave (i.e. supplemental, sick, parental) will continue to receive her/his regular rate of pay. Following 29 weeks on leave with pay, an employee's biweekly pay rate will be reduced by \$400.00 and paid in accordance with Appendix B-2.**

### 26.5 Meal Allowances

- (a) Employees shall be entitled to receive meal allowances in accordance with established BCGEU policy.
- (b) Employees shall be entitled to an unreceipted dinner allowance when a meeting warrants them working in excess of two (2) hours past normal office hours. When work in excess of two (2) hours past normal office hours is self-directed, a receipt must be provided.
- (c) Employees shall be entitled to claim reimbursement when receipts are provided for reasonable meal costs incurred when hosting BCGEU bargaining unit members on union business. Where possible, prior authorization should be obtained from a Coordinator or Director.

### 26.6 Per Diem

Staff shall be paid a per diem in accordance with the BCGEU Financial Manual while working to cover incidental expenses. This allowance shall only be paid when a receipted hotel bill is submitted for the day in question except under the circumstances set out in Letter of Understanding 2.

## 26.7 Staff Accommodations

Where employees are required to stay away from home overnight on BCGEU business, as per the BCGEU Financial Manual, they shall be entitled to be reimbursed for the cost incurred in obtaining single occupancy accommodation or alternate private dwelling accommodation.

## 26.8 Credit Cards

The BCGEU shall provide a credit card to all **regular** employees which shall be used exclusively for BCGEU expenses. If the employee chooses to use her/his own credit card in lieu of the BCGEU provided card and the BCGEU provided fuel card, the BCGEU will pay the credit card fee to a maximum of \$120 per year.

## 26.9 Child Care Expenses

Reasonable receipted child care expenses may be claimed in accordance with the BCGEU financial policy for work undertaken outside the normal hours of operation when neither parent nor spouse is available to provide child care.

## 26.10 Computer Equipment Purchase

Regular employees, upon completion of the initial probationary period, shall be entitled to an advance once every three years for the purpose of purchasing personal computer equipment. The advance shall be issued to the employee upon submission of proof of purchase in the 30 day period prior to applying for the advance. The advance will not exceed the actual cost or \$2,500 whichever is lesser.

The advance shall be repaid to the BCGEU through payroll deduction at a minimum rate of \$100 per pay for 25 pay periods. The rate of repayment shall be established such that the entire advance is repaid at the end of the fiscal year in which the advance is issued to the employee.

If an employee's employment is terminated prior to complete repayment of the advance, the BCGEU shall deduct any amounts outstanding from any payments owed by the BCGEU to the employee.

## 26.11 Cellular Telephones and Internet Access

**(a) Employees shall be eligible for reimbursement for internet access and the cost of a mobile telephone (unless issued a BCGEU mobile telephone) to a maximum of \$150 per month. Organizers are eligible to a maximum of \$180 per month. Employees shall be required to submit their monthly receipts for reimbursement. Any reimbursement exceeding these monthly maximums, due to high volume of work usage, shall be pre-approved by a Director in writing.**

\*

## 26.12 Salary Protection

An employee shall not have **their** salary reduced by reason of:

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

that is caused other than by the employee.

That employee shall continue to receive 50% of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

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

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

### **26.13 Reclassification Process**

The BCGEU agrees that no bargaining unit position will be reclassified without mutual agreement.

### **26.14 Authorization to Deduct From Final Pay**

**Should an employee's employment relationship terminate, any monies owed to the BCGEU, through advances, loans, BCGEU Corporate American Express charges, unreturned BCGEU owned equipment or any other provision of this collective agreement, shall be deducted from the employee's final pay. An itemized list of deductions will be provided to the employee.**

## **ARTICLE 27 - MATERNITY, PARENTAL, ADOPTION AND PRE-ADOPTION LEAVE**

### **27.1 Maternity and Adoption Leave**

- (a) An employee is entitled to maternity or adoption leave of up to 15 weeks without pay.
- (b) An employee shall notify the BCGEU in writing of the expected date of birth.
- (c) The period of maternity leave alone or in combination with the leave period of 27.3 shall commence six weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to 15 weeks following the adoption of a child**

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### **27.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the BCGEU, **they shall each qualify for up to 35 weeks of parental leave** \*.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 27.1 or 27.3;
  - (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 **begin** within 52 week period after the date of birth or placement of the adoptive child. Such leave agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

### 27.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 27.1 and/or 27.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 27.1 and 27.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

### 27.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 27.3, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

### 27.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 27.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the BCGEU, proof that she/he has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the SUB Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### 27.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 27.2, shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the employee must provide to the BCGEU proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the SUB Plan and subject to leave apportionment pursuant to Clause 27.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. **Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weeks of parental leave allowance between them.**

### 27.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks per calendar year with an allowance of 85% of their basic pay during the leave period.

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

- (1) attending mandatory pre-placement visits with the prospective adoptive child;

(2) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

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

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

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

### **27.8 Benefits Continuation**

(a) For leaves taken pursuant to Clauses 27.1, 27.2, 27.3 and 27.7, the BCGEU shall maintain coverage for medical, extended health, dental, pension, group life and long term disability, and shall pay the BCGEU's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 27.9 or fail to remain in the employ of the BCGEU 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 BCGEU will recover monies paid pursuant to this clause, on a pro-rata basis.

### **27.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 27.1, 27.2, 27.7 or 27.13 expired if they do not return to work on the pre-arranged date.

### **27.10 Entitlements Upon Return to Work**

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

(b) On return from maternity, parental, adoption and/or pre-adoption leaves, an employee shall be placed in the employee's former position.

(c) Notwithstanding Clauses 15.1 and 15.8, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 27.1 and its waiting period providing:

- (1) The employee returns to work for a period of not less than six months, and
- (2) The employee has not received parental allowance pursuant to 27.6, and
- (3) The employee was employed prior to September 30, 2002.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 15.8.

(d) Employees who are unable to complete the return to work period in 27.10(c)(1) as a result of proceeding on maternity, parental, adoption and/or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

**27.11 Maternity and/or Parental and/or Adoption and/or Pre-Adoption Leave Allowance Repayment**

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 27.4, 27.5, 27.6 and/or 27.7, an employee must sign an agreement that they will return to work and remain in the BCGEU'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 BCGEU for the return to work period in (a) above, the employee shall reimburse the BCGEU for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 27.4, 27.5, 27.6 and/or 27.7 above on a pro-rata basis.

**27.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 27.4, 27.5 and/or 27.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

**27.13 Extended Child Care Leave**

Employees who are entitled to leave pursuant to Clauses 27.1 or 27.2, shall be entitled to an extended leave without pay of up to an additional six (6) months. Such written request must be received by the BCGEU at least four (4) weeks prior to the expiration of leave taken pursuant to Clauses 27.1 or 27.2.

**ARTICLE 28 - DURATION OF AGREEMENT****28.1 Term of the Agreement**

The term of this Agreement is from **April 1, 2010** to **September 30, 2011** and takes effect upon ratification by both parties. It shall be automatically renewed from year to year thereafter unless either party gives notice in writing to the other party within a period of not more than 90 or less than 30 days preceding the anniversary date of its desire to amend this Agreement.

**28.2 Notice to Bargain**

Within a month of the time that either party has served notice on the other party of its desire to amend the Agreement, the Parties shall meet to negotiate an amended Agreement.

**SIGNED ON BEHALF OF  
THE BCGEU:**

**SIGNED ON BEHALF OF  
THE CEP:**

\_\_\_\_\_  
Darryl Walker, President

\_\_\_\_\_  
Jim Dixon, CEP, Local 467 Representative

\_\_\_\_\_  
Jaynie Clark, Director

\_\_\_\_\_  
Darlene Thorburn, Bargaining Committee Chair

\_\_\_\_\_  
David Vipond, Director

\_\_\_\_\_  
Frank Anderson, Bargaining Committee Member

\_\_\_\_\_  
Nancy Gillis, Coordinator, Human Resources

\_\_\_\_\_  
Brent Camilleri, Bargaining Committee Member

\_\_\_\_\_  
Nicola Firstner, Human Resources Officer

\_\_\_\_\_  
Sheila Puga, Bargaining Committee Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPENDIX A**  
**CLASSIFICATION SERIES**

<b>1. SERVICING</b>	
Coop Student <b>Member Service Representative 1 (Temporary)</b>	Term certain appointment.  <b>Rate for first 195 days paid at straight time.</b>
<b>Member Service Representative 2 (Temporary)</b>  <b>Articled Student</b>	<b>Rate after 195 days paid at straight time as a Member Service Representative 1. May be appointed as Member Service Representative 2 sooner depending on experience, assignments and performance. Rate applies for 130 days paid at straight time.</b>  <b>Twelve month term certain appointment.</b>
Staff Representative 1	Entry level for regular positions. * <b>Rate after 130 days paid at straight time as a Member Service Representative 2. Prior work experience may be considered. Rate applies for 261 days paid at straight time.</b>
Staff Representative 2	<b>Rate after 261 days paid at straight time as a Staff Rep 1, prior work experience * may be considered.</b>
Senior Staff Representative 2	<b>* Rate after 10 years of unit seniority.</b>
Staff Representative 3	* Staff Representative with Component administrative responsibility, initial placement for Coordinator, and Staff Counsel
Staff Representative 4	Coordinator upon successful completion of trial period, Staff Counsel (after six months)
<b>2. ADMINISTRATIVE</b>	
Temporary Buildings Representative	Term certain appointment
Temporary Administrative Representative Buildings Representative (Substitute)	Term certain appointment
Administrative Representative 1 Buildings Representative	Entry level Administrative Representative
Administrative Representative 2	Administrative Representative (after 12 months or less as Admin Rep 1, prior work experience or experience as temporary Admin Rep may be considered)
Administrative Representative 3	Human Resources Administrative Representative, entry level for Assistant Controller
Administrative Representative 4	IT Administrative Representative, Assistant Controller (after 12 months or less as Admin Rep 3; prior work experience or experience as temporary Assistant Controller may be considered)
Administrative Representative 5	Initial placement for Coordinator
Administrative Representative 6	Coordinator

<b>Note: The parties agree that the Administrative classification series is eligible for the Senior Administrative Representative designation and the equivalent percentage increase in pay of 2.7% after 10 years of unit seniority.</b>	
<b>3. ORGANIZING</b>	
<b>Organizer 1 (Temporary)</b>	<b>Rate for first 195 days paid at straight time.</b>
<b>Organizer 2</b>	<b>Entry level for regular positions or rate after 195 days paid at straight time as an Organizer 1. Rate applies for 130 days paid at straight time. Prior work experience may be considered.</b>
<b>Organizer 3</b>	<b>Rate after 130 days paid at straight time as an Organizer 2.</b>
<b>Staff Representative 2</b>	<ul style="list-style-type: none"> <li>• <b>Organizing Advocate</b></li> <li>• <b>Organizing Communication Officer</b></li> <li>• <b>SR2 – Organizing – required to backfill or assist Organizing Advocate and Organizing Communication Officer positions (posted position)</b></li> </ul>

**Note: No current employee as at January 20, 2011 shall have their wage rate reduced as a result of amendments to this Appendix.**

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**APPENDIX B-1**  
**BIWEEKLY SALARY RATES**

<b>Classification</b>	<b>April 1, 2008</b>	<b>January 1, 2011</b>
Coop Student		
<b>Member Service Representative 1 (Temporary)</b>	1,943.44	<b>\$1,983.44</b>
<b>Member Service Representative 2 (Temporary)</b>	2,372.57	<b>\$2,412.57</b>
Staff Representative 1 (Temporary)	2,695.69	<b>\$2,733.87</b>
Staff Representative 1 (Regular)	3,093.87	<b>\$3,133.87</b>
Staff Representative 2 (Temporary)	3,018.83	<b>\$3,057.01</b>
Staff Representative 2 (Regular)	3,417.01	<b>\$3,457.01</b>
Senior Staff Representative 2	3,507.77	<b>\$3,547.77</b>
Staff Representative 3	3,680.33	<b>\$3,720.33</b>
Staff Representative 4	3,919.50	<b>\$3,975.60</b>
Temporary Buildings Representative	1,943.44	<b>\$1,983.44</b>
Temporary Administrative Representative Buildings Representative (Substitute)	2,372.57	<b>\$2,412.57</b>
Administrative Representative 1 Buildings Representative	2,839.43	<b>\$2,879.43</b>
Administrative Representative 2	3,093.87	<b>\$3,133.87</b>
Administrative Representative 3	3,199.44	<b>\$3,239.44</b>
Administrative Representative 4	3,417.01	<b>\$3,457.01</b>
Administrative Representative 5	3,680.33	<b>\$3,720.33</b>
Administrative Representative 6	3,919.50	<b>\$3,975.60</b>
<b>Organizer 1 (Temporary)</b>		<b>\$1,983.44</b>
<b>Organizer 2 (Temporary)</b>		<b>\$2,412.57</b>
<b>Organizer 2 (Regular)</b>		<b>\$2,812.57</b>
<b>Organizer 3 (Temporary)</b>		<b>\$2,733.87</b>
<b>Organizer 3 (Regular)</b>		<b>\$3,133.87</b>

**APPENDIX B-2**  
**WAGE SCHEDULE RESPECTING CLAUSE 26.4**  
**BIWEEKLY SALARY RATES**

<b>Classification</b>	<b>April 1, 2008</b>	<b>January 1, 2011</b>
<b>Staff Representative 1</b>	<b>2,695.69</b>	<b>\$2,733.87</b>
Staff Representative 2	3,018.83	<b>\$3,057.01</b>
Senior Staff Representative 2	3,109.59	<b>\$3,147.77</b>
Staff Representative 3	3,282.15	<b>\$3,320.33</b>
Staff Representative 4	3,521.32	<b>\$3,575.60</b>
<b>Administrative Representative 1</b> Buildings Representative	<b>2,441.25</b>	<b>\$2,479.53</b>
<b>Administrative Representative 2</b>	<b>2,695.69</b>	<b>\$2,733.87</b>
<b>Administrative Representative 3</b>	<b>2,801.26</b>	<b>\$2,839.44</b>
<b>Administrative Representative 4</b>	<b>3,018.83</b>	<b>\$3,057.01</b>
<b>Administrative Representative 5</b>	<b>3,282.15</b>	<b>\$3,320.33</b>
<b>Administrative Representative 6</b>	<b>3,521.32</b>	<b>\$3,575.60</b>
<b>Organizer 2</b>		<b>\$2,412.57</b>
<b>Organizer 3</b>		<b>\$2,733.87</b>

## APPENDIX B-3

## WAGE SCHEDULE RESPECTING CLAUSE 15.9(e)

## BIWEEKLY SALARY RATES

<b>Classification</b>	<b>April 1, 2008</b>	<b>January 1, 2011</b>
Staff Representative 1	3,217.62	<b>\$3,259.22</b>
Staff Representative 2	3,553.69	<b>\$3,595.29</b>
Senior Staff Representative 2	3,648.08	<b>\$3,689.68</b>
Staff Representative 3	3,827.54	<b>\$3,869.14</b>
Staff Representative 4	4,076.28	<b>\$4,134.62</b>
Administrative Representative 1 Buildings Representative	2,953.01	<b>\$2,994.61</b>
Administrative Representative 2	<b>3,217.62</b>	<b>\$3,259.22</b>
Administrative Representative 3	3,327.42	<b>\$3,369.02</b>
Administrative Representative 4	3,553.69	<b>\$3,595.29</b>
Administrative Representative 5	3,827.54	<b>\$3,869.14</b>
Administrative Representative 6	4,076.28	<b>\$4,134.62</b>
<b>Organizer 2</b>		<b>\$2,925.07</b>
<b>Organizer 3</b>		<b>\$3,259.22</b>

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**APPENDIX C**  
**LIST OF SINGLE ARBITRATORS**

1. Rod Germaine
2. Joan Gordon
3. Marguerite Jackson
- \*

**APPENDIX D**  
**TRANSFER/EXPENSE POLICY**

**1. Notice to Employee**

The BCGEU agrees to give two months' notice of intent to transfer. In the event the employee is required to commence **their** new assignment sooner, **they** shall be entitled to full travel expenses for the period the notice is less than two months or until **they** obtains permanent accommodation, whichever is lesser.

**For the purpose of this appendix, eligible employees shall be regular employees and temporary employees paid at the Staff Representative 2 rate.**

**Where employees have received relocation expenses and subsequently move within a two year period after such relocation their expense entitlement will be pro-rated. Employees who remain in a location for two years are entitled to full reimbursement.**

**2. Initial Expenses**

For the specific purpose of locating accommodation at the new location, an employee shall be entitled to five days' leave with pay and shall be reimbursed for **their** travel expenses and, where applicable, the travel expenses for **their** spouse and children. The paid leave shall be at a time mutually agreeable to the BCGEU and the employee concerned.

**3. Living Expenses upon Transfer at New Location**

An employee shall be entitled to:

- (a) Up to seven days' paid accommodation at the new location where the new permanent accommodation is unavailable; and
- (b) Where suitable accommodation is still unavailable after the first seven days has expired, the following expense allowance shall be paid:
  - (1) **\$25** per day up to a maximum of 30 days for an employee with no dependents, or
  - (2) **\$30** per day up to a maximum of 60 days for an employee with dependents.
- (c) The foregoing expenses shall be payable for the time specified or until suitable accommodation becomes available, whichever is lesser.

**4. Moving Expenses**

The BCGEU shall reimburse the employee for receipted expenses as follows:

- (a) the packing and unpacking of employee's household goods and furnishings;
- (b) the moving of employee's household goods and furnishings up to 8,165 kilograms;
- (c) comprehensive insurance during move up to a maximum of \$50,000;
- (d) insured storage for up to two months, where necessary;
- (e) costs of transporting of one personal vehicle and one trailer towed by the personal vehicle or at the rate of **\$0.40** per kilometre, if the vehicle and trailer are driven, whichever is the lesser amount;
- (f) cost of connections for plumbing, gas, and electrical appliances to existing facilities;
- (g) cost of modifying or altering existing facilities to allow hook up of plumbing, gas and electrical appliances up to a maximum of \$200;
- (h) real estate and legal fees will be reimbursed upon relocation or within one year of the effective date of relocation. This time period may be extended by mutual agreement based upon an appraisal;
- (i) real estate fees up to a maximum of \$10,000 for selling private dwelling at old location;
- (j) legal fees for selling private dwelling at the former location and/or legal fees for purchasing private dwelling at the new location;
- (k) acceptable expenses and services for reimbursement of "*legal fees*" pursuant to (j) above shall be:

(1) *Acceptable Expenses*

- registration of deed
- land registry searches
- registration of mortgages
- certificate of encumbrances
- appraisal fees upon purchase only
- photocopies
- telephone
- filing fees
- miscellaneous office expenses
- B.C. Property Purchase Tax

(2) *Acceptable Services*

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased;
- solicitor's fee in respect of financing the new dwelling house (e.g., first mortgage, second mortgage);
- solicitor's fee in respect of discharge of encumbrances against the former residence;
- where the employee buys or sells a multiple dwelling (duplex, triplex, etc.), the fees are to be prorated.

## 5. **Incidental Expenses on Transfer**

- (a) When the employee is moving to unfurnished accommodation, an amount of \$500 shall be paid. This Section shall not apply where the BCGEU pays for the moving of household effects;

- (b) When the employee is moving to furnished accommodation, an amount of \$250 shall be paid. This section applies where the BCGEU pays for the moving of household effects or when the new accommodation is furnished;
- (c) When the employee is moving to room and board, an amount of \$100 shall be paid.

## APPENDIX E

### MEDICAL REFERRAL TRAVEL & ACCOMMODATION BENEFITS

The BCGEU will provide the following Medical Referral Travel and Accommodation Benefits for employees:

#### 1. Travel Benefit

- (a) Transportation by scheduled air, bus or rail or equivalent self-transportation to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician or surgeon because, in **their** opinion, adequate treatment is not available locally. Said transportation will not normally be provided to points beyond Vancouver, B.C. Reimbursement for transportation to a locale outside of B.C. will be limited to the lesser of:
  - (1) the actual amount for such transportation, or
  - (2) the amount which would have been paid if similar transportation were taken to Vancouver, B.C.
- (b) Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending physician or surgeon.
- (c)
  - (1) Accommodation and expenses in a commercial facility to a maximum of **\$125** per day to a maximum of seven days.
  - (2) Accommodation expenses at a **BC Cancer Agency's treatment centre** for the duration of treatment.
  - (3) Accommodation expenses at a **family care centre** to a maximum of **\$750** per trip.
  - (4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at **\$125** per day.
- (d) Cab/bus fares to and from the airport in the region, between the destination airport and accommodation and/or location of treatment, up to a maximum of **\$125** per trip.
- (e) When referred by the BCGEU or family physician of an employee participating in the Employee and Family Assistance Program, the cost of transportation and expenses as in (a), (b), (c) and (d) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.
- (f) All expenses claimed must be accompanied by receipts.

#### 2. Payment of Benefits

It is a condition for payment of benefits that the employee shall submit a completed claim form, receipts, a copy of MSP's letter of approval, and a referral card from the specialist or the attending physician or surgeon in respect of all eligible expenses, within 90 days of the date on which the expense was incurred.

Failure to submit claims within the 90 day period shall not invalidate any claim if the claim has been filed as soon as reasonably possible, and there were mitigating reasons for the delay.

#### 3. Exclusions

The following are not included in the aforementioned benefits: Expenses in respect of any injury, illness or condition for which care is provided, or hereafter may be provided, to the member or **their** dependents

without cost, or at nominal charges by public authorities, or by a tax-supported agency, including services which are available under any *Workers' Compensation Act*, or by virtue of any statute, or from any government authority and expenses for which the Medical Services Plan of British Columbia is liable.

**MEMORANDUM OF AGREEMENT 1**  
**RE: DEFERRED SALARY LEAVE PLAN**

The Parties agree to establish a Deferred Salary Leave Plan effective April 1, 1992.

**1. Description**

- (a) The purpose of the Deferred Salary Leave Plan is to afford employees the opportunity of taking one year leave of absence with part pay by deferring salary for four years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.
- (b) The **BCGEU** and employees may enter into any variation of this Plan by mutual consent of the two Parties involved, provided that such variations meet the requirements of paragraph 6801(a) of the Income Tax Regulations.

**2. Qualifications**

- (a) An employee who has completed five years full-time employment in a regular position within the Bargaining Unit, will be eligible to take leave under the Plan.
- (b) An employee must complete an additional five years from the completion of any leave under this Agreement before qualifying for a second leave.

**3. Application**

- (a) In order to participate, an employee must make written application to the BCGEU on or before November 30<sup>th</sup>, stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the agreed to Memorandum.
- (b) The BCGEU will agree to two, one year, full-time equivalents to take salary deferral leave at any one time.
- (c) Proposals for leave will be considered in order of seniority of the applicants; e.g. if a proposal is received from the most senior applicant to share a six month leave with a more junior colleague, that proposal will be considered ahead of the next most senior employee who proposes a one year leave. Note: if one applicant on a joint application withdraws, the application is deemed to be withdrawn in its entirety.
- (d) The BCGEU will review all proposals for each year in the month of December. The most senior applicant's proposal on file with the BCGEU by November 30<sup>th</sup> of each year will be reviewed and the two most senior proposals will be approved for the years requested. The Union will be informed of all approvals.

**4. Payment Formula and Leave of Absence**

The payment of salary, fringe benefits and the timing of one year leave of absence shall be as follows:

- (a) In the first four years of the Plan, an employee will be paid 80% of **their** proper salary range. The remaining 20% of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the year of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a participant under the Plan represents employment income rather than income from property.

Accordingly, Form T4 should be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.

(b) Employees' health and welfare benefits will be maintained by the **BCGEU** during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.

(c) It is understood that unemployment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the *CPP Act* and is therefore required to pay the employer's contribution in respect of that employee.

(d) The leave of absence may be taken only in the fifth year of the Plan. Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

(e) With the approval of the **BCGEU**, an employee may select some alternative method of deferring salary other than that specified in (a) above; however, the annual deferral amount may not exceed 33% of the salary the participating employee would normally receive in one year.

## 5. Terms of Reference

(a) The leave of absence shall occur according to and be governed by this Memorandum of Agreement rather than other leave provisions in the Collective Agreement in force between the BCGEU and the Union.

(b) Payment to a participant on leave shall be in equal biweekly instalments. These instalments shall start two weeks after commencement of the leave. The final instalment shall be the balance of any moneys retained by the BCGEU for the participant in the Plan.

(c) Upon no less than six months' notice, a participant may request a one year postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year and where such postponement does not violate Section 4(d) of this Memorandum.

(d) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence.

(e) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.

(f) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.

(g) Prior to taking **their** leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (d) applies). Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within 60 calendar days of notification.

(h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.

(i) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.

- (j) There will be no interruption of a leave once it has commenced.

## **6. Salary**

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the **BCGEU**, or from any other person or partnership with whom the **BCGEU** does not deal at arm's length, other than:

- (a) amounts which were deferred under the Plan; and
- (b) the reasonable fringe benefits that the **BCGEU** usually pays to or on behalf of employees.

## **7. Fringe Benefits**

(a) During a leave of absence, the responsibility for payment of premiums for fringe benefits for a participant shall be established in this Agreement. Where a participant is obligated to pay the cost of any fringe benefit during the period of leave, the **BCGEU** will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant from the fund.

(b) The **BCGEU** will make pension deductions for submission to the relevant pension plan and notify the Administrators of the Plan the contributions and salary levels for the purpose of pension adjustment reporting.

## **8. Termination or Amendment of the Plan**

(a) This Plan may be amended or terminated by agreement between the Union and the **BCGEU**. Any amendments shall be binding upon all present and future participants.

(b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

## 9. Employee Agreement

"I have read the terms and conditions of the Agreement between the Union and the BCGEU governing the Deferred Salary Leave Plan, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:

*Enrolment Date:* My enrolment in the Plan shall become effective January 1, 20\_\_.

*Year of Leave:* I propose to commence my leave (yy/mm/dd), upon the approval of the BCGEU, for a period of \_\_ months (up to one year).

*Funding of the Leave:* To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

*First Year*        \_\_\_%

*Second Year*     \_\_\_%

*Third Year*        \_\_\_%

*Fourth Year*      \_\_\_%

*Number of additional years*    \_\_\_\_\_

*Percentage per additional year*    \_\_\_\_\_

The participant may, by written notice to the BCGEU prior to January 1st in any year, alter the percentage amounts for that and any subsequent year subject to Section 4(e) of the Deferred Salary Leave Plan Memorandum."

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Written approval of the BCGEU President

\_\_\_\_\_  
Signature of BCGEU President

\_\_\_\_\_  
Date

## 10. Income Tax Act

This Memorandum will be submitted for review to ensure that it complies with the requirements of the *Income Tax Act*. The Parties agree that they will make any modifications to this Memorandum that are necessary in order to comply with the *Income Tax Act*.

**MEMORANDUM OF AGREEMENT 2****RE: EMPLOYMENT EQUITY**

The Parties agree to establish a Union/BCGEU Committee to develop the principles which shall form the establishment of an Employment Equity Program within BCGEU workplaces. COPE 378 will be invited to participate in the Committee on an equal basis with the Union and BCGEU.

The Committee may make recommendations to the BCGEU.

The objectives of the Committee will be to suggest methods:

- to develop a workplace culture that values diversity;
- to develop a workforce that is at all levels representative of the diverse membership served;
- to enhance employment and career opportunities for all groups;
- to ensure harassment free workplaces.

\*

**MEMORANDUM OF AGREEMENT 3**

**RE: COMMITTEE TO REVIEW TECHNOLOGICAL STRATEGIES  
TO MANAGE WORKLOAD**

The Parties recognize that some technological advances (e.g. e-mail) add to existing workloads if not managed in an efficient manner. It is also recognized that the organization may benefit by reviewing the application of these technological advances in various departments. Therefore, the Parties agree to the following:

1. **Within 30 days of ratification of the collective agreement a joint committee will be established to review the use of technological advances, their impacts on workload and how they may be managed more efficiently.**
2. **The committee shall meet as required and provide recommendations to the Labour Management Committee within six months. Such recommendations may include, but are not limited to:**
  - **staff training on efficient use of any technology;**
  - **use of new technologies;**
  - **utilization of UnionWare or other technologies.**
3. **The committee shall consist of a minimum of three BCGEU appointed members and three CEP appointed members.**

**MEMORANDUM OF AGREEMENT 4****RE: TELEWORK**

(a) For the purposes of this Memorandum:

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

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

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

- (b) The criteria for approval of a telework arrangement are:
  - (1) the agreement is operationally feasible and provides a mutual benefit;
  - (2) service and productivity are maintained or improved;
  - (3) tangible and intangible benefits are sufficient to justify cost;
  - (4) co-worker concerns can be addressed in an equitable manner;
  - (5) the home office facilities are adequate.
- (c)
  - (1) Telework may be initiated by either the employee or the BCGEU. Participation in any telework arrangement shall be by mutual agreement.
  - (2) A telework arrangement may be terminated by either the employee or the BCGEU providing 30 days written notice to the other party.
- (d)
  - (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.
  - (2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.
  - (3) A person who would not otherwise be an employee of the BCGEU will not become one because they are doing work for the BCGEU from an off-site location.
- (e) No employee shall telework more than three days a week without mutual consent of all parties.
- (f) Details of the telework arrangement are to be recorded in an agreement signed by the employee and director prior to telework commencing. A copy of this Agreement will be provided to the Union.
- (g) The BCGEU is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the BCGEU and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (h) The employee is responsible to:
  - (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
  - (2) in consultation with the Local Occupational Health and Safety Committee or Union and BCGEU designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
  - (3) ensure that equipment and supplies provided by the BCGEU are used only for the purpose of carrying out the BCGEU's work;
  - (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
  - (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

**MEMORANDUM OF AGREEMENT 5****RE: SUPPLEMENTAL LEAVE AND ACTIVE EMPLOYMENT**

The Parties agree that **employees** on supplemental leave pursuant to Article 21 of the Collective Agreement will receive the following if they are engaged in active duties on a temporary assignment:

1. the current salary for the position in which they are performing temporary duties;
2. the Vacation/RRSP allowance pursuant to Clause 15.9, except it will be paid upon request in a lump sum upon completion of the temporary assignment(s);
3. **reimbursement for fuel receipts pursuant to clause 23.5;**
4. the transportation allowance pursuant to Clause 23.5 on a pro rata basis.

No other benefits or allowances of the Collective Agreement will apply except as specified in Clause 21 or except for reimbursable expenses as per the financial policy.

\*

**MEMORANDUM OF AGREEMENT 6****RE: TRAINING MEMBER SERVICE REPRESENTATIVES**

The Parties recognize that there are core competencies that Member Service Representatives require. Therefore, the training listed below will be provided to all Member Service Representatives unless they are already proficient in the training objective. Experiential training will include working and actively participating with a Staff Representative.

<b>TRAINING</b>	<b>TRAINING OBJECTIVE</b>
<b>Basic Representative Training</b>	<b>Familiarization with policies, procedures and administration</b>
<b>Business Writing</b>	<b>Effective written communication</b>
<b>Expedited Arbitration (theoretical and experiential)</b>	<b>Investigation, preparation and presentation of grievances at hearing</b>
<b>Negotiations (theoretical and experiential)</b>	<b>Preparation, negotiation and ratification of collective agreements</b>
<b>Trainers Training (theoretical and experiential)</b>	<b>Facilitation of member education courses</b>
<b>OH&amp;S</b>	<b>Familiarization with statutes, legislation and operation of joint committees</b>
<b>Case Management</b>	<b>Effective management of files and assignments</b>
<b>Technology</b>	<b>Familiarization with current technological tools</b>

**MEMORANDUM OF AGREEMENT 7****RE: FORMULA FOR SEVERANCE PURSUANT TO CLAUSES 21.1(7) AND 21.1(9)(b)**

Severance payments pursuant to this memorandum are in addition to other entitlements.

1. Employees who resign and do not take supplemental leave are entitled to receive a severance payment equal to **0.75%** of annual salary for time worked from October 1, 2002 **and an additional 0.95% of annual salary for time worked from October 1, 2003.** \* Such payments will be at the employee's current rate of pay at the time of resignation and will be prorated for partial years of service during this period. In the event of the death of an employee, the foregoing will also apply and payment will be made to the employee's beneficiary or estate, prorated for employees who have commenced but not completed their supplemental leave.
2. Signatories to the BCGEU / CEP 467 Fund agree that the BCGEU will assume the assets of this fund. The BCGEU will assume all accrued liabilities for pre-retirement leave and all future liabilities for supplemental leave.

\*

**MEMORANDUM OF AGREEMENT 9****RE: ADDITIONAL SUPPLEMENTAL LEAVE**

- (a) Effective October 1, 2002, regular employees hired prior to the date of ratification of the 1998/2002 BCGEU and Union collective agreement shall earn additional supplemental leave on the basis of an additional three weeks of supplemental leave for each year of **unit seniority** with the BCGEU (prorated for partial years) after completion of 19 years of service with the BCGEU.
- (b) Effective October 1, 2003, regular employees hired prior to the date of ratification of the 1998/2002 BCGEU and Union collective agreement shall earn additional supplemental leave on the basis of an additional two weeks of supplemental leave for each year of **unit seniority** with the BCGEU (prorated for partial years) after completion of 19 years of service with the BCGEU.
- (c) The additional supplemental leave entitlements in (a) and (b) above are only payable to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit their supplemental leave entitlements provided by this clause.

**MEMORANDUM OF AGREEMENT 10**

**RE: SUPPLEMENTAL LEAVE ENTITLEMENT**

(a) The BCGEU agrees to archive the following additional supplemental leave entitlements for the employees listed below:

- \* Carol Adams .....4 weeks
- \*
- \* Ken Curry .....4 weeks
- \*
- Raj Gill.....4 weeks
- Lloyd Glibbery.....4 weeks
- \*
- Paul Martin .....4 weeks
- Kinder Mottus.....4 weeks
- \*
- \*
- Wiho Papenbrock.....4 weeks
- Janet Seccia.....4 weeks
- \*
- \*
- \*
- Gary Werk.....4 weeks
- \*

(b) These entitlements shall be paid at the employee's rate of pay at the time the leave is taken.

(c) The BCGEU shall grant the leave required and maintain pension contributions and health and welfare plans as per Article 18 of the Collective Agreement.

(d) The above entitlements are payable only to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit the supplemental leave entitlements provided by this memorandum.

(e) This Memorandum of agreement replaces the memorandum of agreement dated October 11, 1994.

**MEMORANDUM OF AGREEMENT 11****RE: CEP 467/BCGEU Member Complaints**

It is agreed that the following protocol will be followed by all Parties within 60 days of the alleged occurrence, in the event a member of the CEP, Local 467 bargaining unit has a complaint and the respondent is a BCGEU member.

1. Taking into consideration the nature of the issue, the CEP member should raise the matter with the BCGEU member in an attempt to resolve the issue(s).
2. If the complaint remains unresolved, the CEP member and **their** steward, if requested, shall meet with the appropriate Coordinator and/or Director, and the BCGEU member in an attempt to resolve the issue(s) of the complaint within 60 days of the alleged occurrence. The BCGEU member is entitled to be represented by **their** Steward, a Local Executive Member, or a member of the Provincial Executive.
3. If still unresolved, the CEP member and **their** Steward shall meet with the President or Treasurer of the BCGEU and the BCGEU member in an attempt to resolve the issue(s) of the complaint. The BCGEU member is entitled to representation as indicated in 2 above.
4. In the event the complaint is not resolved at point 3, the President of CEP, Local 467 and the President of the BCGEU shall review the particulars of the matter and make every attempt to mediate a resolution to the complaint.
5. The foregoing protocol does not prejudice the Parties in regards to their respective interpretations of Clause 1.3 of the Collective Agreement.

**MEMORANDUM OF AGREEMENT 12****RE: REDUCTIONS IN GREENHOUSE GAS (GHG) EMISSIONS  
AND  
REDUCED FUEL CONSUMPTION INCENTIVE**

The parties recognize the need and benefit of reducing emissions resulting from consumption of fuel by vehicles required for work. Every litre of gasoline consumed produces 2.4 kg. of carbon dioxide (CO<sub>2</sub>), thereby contributing to the adverse effects of climate change. The parties endorse the principles of the Kyoto Accord, in particular the Canadian national target of reducing individual GHG emissions by one tonne per annum.

To help achieve these objectives, the parties agree to the following incentives:

1. Individual reduction of fuel consumed:

The value of anticipated reduction in fuel consumed by replacement of vehicles currently provided by regular employees for employment with vehicles which consume less fuel using the following method:

(a) The savings in fuel payable to the employee shall be determined by subtracting the annual fuel consumption for the replacement vehicle from the annual fuel consumption of the previous vehicle as indicated in the NRC Fuel Consumption Guide. The price per litre shall be determined by the reference to the most recent gasoline price data available from Statistics Canada (alternative: price of mid-grade gasoline at the Canada Way Esso station) on the date the replacement vehicle is registered with the union. This payment only applies to the purchase of vehicles which consume less fuel.

(b) Replacement vehicles must meet the requirements of the collective agreement.

(c) Current vehicles or replacement vehicles which cannot be found in an applicable NRC Fuel Consumption Guide must have their annual consumption rate determined by mutual agreement.

2. The employee shall be paid a one-time lump sum equivalent to 100% of the annual anticipated fuel reduction cost as calculated in 1(a).

3. This Memorandum of Agreement shall remain in effect for the term of the agreement.

**LETTER OF UNDERSTANDING 1**

**RE: POSITION ON BCGEU FINANCE COMMITTEE**

The BCGEU agrees to add one position on the BCGEU Finance Committee for the President of the Local Union or **their** designate. The position will carry voice but no vote.

**LETTER OF UNDERSTANDING 2****RE: STAFF INCIDENTAL EXPENSES**

Notwithstanding Section 9.6(b) of the BCGEU Financial Manual, incidental expenses for **employees** are claimable when a Representative qualifies for reimbursement for two (2) meals in a calendar day pursuant to Sections 9.5(a) and/or 9.5(d) of the BCGEU Financial Manual. The receipted meal expense referenced in Section 9.5(c) does not qualify as one of the two (2) meals.

For the purposes of the foregoing, submission of a hotel receipt, as outlined in Section 9.6(b) of the BCGEU Financial Manual, shall not be required.