

AGREEMENT

Between the

BRITISH COLUMBIA SYSTEMS CORPORATION

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

0930702

Agreement made this 10th day of June, 1993

SOURCE	Co.		
WAGES EFF. DATE	92	06	01
TERM.	94	09	30
No. OF EMPLOYEES	850		
NOMBRE D'EMPLOYÉS	850		

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DEFINITIONS

For the purpose of this Agreement:

1. **BARGAINING UNIT** is the unit for collective bargaining described in the Certificate of the Labour Relations **Council** issued on December 12, 1977.
2. **CHILD** - Wherever the word "child" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of **Child Welfare**, or a child of a **spouse**.
3. **CONTINUOUS SERVICE** or **CONTINUOUS EMPLOYMENT** is defined as uninterrupted employment with the Employer plus any other service **credits** provided for by this Agreement, including but not limited to those ~~service~~ credits provided in Articles 11, 21.3, 31 and Memorandum of Agreement No. 3.
4. **DAY OF REST** in relation to an Employee **means** a day other than a holiday on which an Employee is not ordinarily **required** to perform ~~the~~ duties their position. **This** does not include Employees on a leave of absence.
5. **DEMOTION** means a change from an Employee's position to one with a lower **maximum** salary.
6. **EMPLOYEE** means a member of the Bargaining Unit **and** includes:
 - a) "Regular Employee" - meaning an Employee who is employed for work which is of a continuous ~~full-time~~ or continuous part-time nature.
 - b) "Auxiliary Employee" - meaning an Employee who is employed for work which is not of a continuous nature **such** as:
 - i) seasonal positions,
 - ii) positions created to carry **out** special projects or **work** which is not continuous,
 - iii) temporary positions created to cover Employees on vacation, **sick** leave, educational leave, **compassionate** leave, or other leave,
 - iv) temporary positions created by **special** programs **such** as the ~~summer~~ student employment programs, ~~winter~~ works programs for the unemployed, emergencies **such** as floods, or other special temporary programs.

"EMPLOYEE" does not include incumbents of **managerial** or confidential positions **as** defined in the Industrial Relations Act, or as **agreed** to by the Parties to **this** Agreement.
7. **EMPLOYER** means the British Columbia Systems Corporation **as** represented by the President of the Corporation.
8. **HEADQUARTERS OR GEOGRAPHIC LOCATION** is that area within a **radius** of twenty (20) miles of where an Employee ordinarily performs their duties. **Within** the Greater Vancouver Regional District, geographic location for relocation **purposes** is that area within a radius of ten (10) miles of where an Employee **ordinarily** performs their duties. **When** Employees **are** relocated, the **headquarters area may** be **redefined** where exceptional **circumstances**, such as **unusual** road conditions, exist.
9. **HOLIDAY** means the twenty-four (24) hour period commencing at 00:01 **hours** of a day designated **as** a **paid** holiday in this Agreement.
10. **HOURS OF OPERATION** are the **hours** established by the Employer to provide adequate ~~service~~ to the users **and** to **fulfill** the functions of the work unit.
11. **HOURS TRAVELLED** means hours spent travelling from point to point **on** an hourly or **daily** basis laid down by ~~the~~ Employer and **does** not include meal **breaks**, lodging time, or time spent other than travelling, but does include time travelling directly between an Employee's home and destination.
12. **LATERAL TRANSFER OR TRANSFER** **refers** to the movement of an Employee **from** one position to another which **does** not constitute a demotion or promotion.
13. **LAY-OFF** is a cessation of employment or **elimination** of a job resulting **from**:

- a) insufficient work
 - b) **insufficient** current operating funds budgeted, to maintain current levels of employment
 - c) a change in the **organizational** structure of the Employer
 - d) discontinuing a program, activity or service of the Employer
 - e) reducing the level of an **activity** or **service** of the Employer
14. LEAVE OF **ABSENCE** WITH PAY means to be absent from duty with permission and with pay. LEAVE OF ABSENCE WITHOUT PAY means to be absent **from** duty with permission but without pay.
 15. PAY means rate of compensation for the **job**.
 16. PROBATION for **an** Employee **means** that period of probation outlined in Article 12.10 of this Agreement.
 17. PROMOTION means **a** change from **an** Employee's position to **one** with a higher **maximum salary** level.
 18. RELOCATION refers to the movement of an Employee **from** one geographic location to another.
 19. RESIGNATION **means** a voluntary notice by the Employee that she/he is terminating their service **on** the date specified.
 20. REST PERIOD is a paid interval which is included in the work day **and** is intended to give the Employee **an** opportunity to have refreshments or a rest.
 21. SEASONAL **EMPLOYEES** are Employees who **are** employed for **a** specified season.
 22. SHIFT **SCHEDULE** is a pattern of **work** hours established through negotiations to meet the **hours** of operation.
 23. **TERMINATION** is the separation of **an** Employee from the **British** Columbia Systems Corporation for cause pursuant to **Articles** 10 and 12.10 of this Agreement.
 24. TRAVEL STATUS with respect to **an** Employee means absence of the Employee **from** their headquarters or geographic location **on** BC Systems Corporation business with the approval of the Employer.
 25. **UNION** means the BC Government Employees' **Union**.
 26. **WORK DAY** is a period of twenty-four (24) consecutive hours commencing with **the starting time** of any shift. **For** the purpose of calculating compensatory overtime rates **only**, the time worked prior to, but **adjoining** to a **shift**, shall be deemed **as** time worked **after** a **shift**.

ARTICLE 1. PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is both to establish and **maintain** orderly collective bargaining procedures between the Employer and the Union, **and** to **establish** and maintain general working **conditions** of the **Employees**.

1.2 Future Legislation

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

1.3 Conflict With Regulations

- a) In the event that there **is a conflict** between the contents of this Agreement **and** any **regulation** made by the Employer, or **on** behalf of the Employer, **this Agreement** shall take precedence over the said regulation.
- b) The Employer agrees not to introduce, amend, revise or repeal any regulation which affects the terms and conditions of employment of Employees without **first** notifying the **Union** of the change.

1.4 Notice of Legislative Change

The Employer agrees to make no proposal to amend, repeal, or revise the Systems Act, or regulations made pursuant thereto, which **would** affect the terms and conditions of employment of Employees covered **by** this Agreement without first notifying the **Union** in writing of the nature of the proposal.

1.5 Use of Terms

- a) Masculine **and Feminine** - The **masculine** or feminine **gender** may be **used** interchangeably throughout **this Agreement**. Wherever **one** gender is used, it shall be construed **as** meaning the other if the facts or context require.
- b) Singular and Plural - Wherever the **singular** is used, the same **shall** be construed **as** meaning the plural if the **facts** or context require.

1.6 Human Rights Act

The Parties hereto subscribe to the **principles** of the **Human Rights Act** of British Columbia.

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1.7 Harassment

The **Union and** the Employer recognize the **right** of Employees to **work** in an environment free from sexual and/or personal harassment **and** the Employer undertakes to discipline **any** person employed by the Employer engaging in harassment. The Employer **also makes** every **effort to recognize and** correct harassing behavior of clients **and** contractors who **are** engaged in harassment **of an** Employee.

- a) **SEXUAL HARASSMENT** means engaging in the conduct of a sexual nature that is **known** or ought to be **known** to be unwelcome **and shall** include, but not be limited to:
 - i) sexual solicitation **or** advance **or** inappropriate touching and sexual assault;
 - ii) a reprisal, or threat **of** a reprisal, reasonably perceived by the subject as placing **a condition of a sexual nature on** employment by a person in authority **after** such sexual **solicitation** or advance or inappropriate touching is **rejected**;
 - iii) suggestive remarks or other verbal or visual abuse with a sexual connotation;
 - iv) compromising invitations; or,
 - v) repeated or persistent leering at a person's body.
- b) **PERSONAL HARASSMENT** means words, gestures, actions, pictures, and other **visual** displays which **by** the standard of **reasonableness**, **are annoying**, alarming, or abusive to another person and **shall** include, but not be limited to:
 - i) verbal abuse or threats;
 - ii) unwelcome **remarks**, jokes, innuendo or taunting about a person's body, attire, age, **marital** status, ethnic origin, religion, or sexual orientation;
 - iii) practical **jokes** which **cause** awkwardness or embarrassment;

- iv) telephone calls without purpose of legitimate communication;
 - v) insults, taunts, or challenges in a manner likely to provoke violent or disorderly response;
 - vi) communications in offensively coarse language; or,
 - vii) displaying offensive or derogatory pictures.
- c) The Employer and Union agree that all formal complaints of alleged sexual or personal harassment shall be handled only by the process set out in this Article unless the parties mutually agree to another process being utilized.
- d) An Employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint, verbally or in Writing, within six (6) months of the latest alleged occurrence through the Employer or the Union, directly to the Executive Committee Member responsible for Human Resources Branch. The Employer or the Union shall immediately arrange for a joint investigation by the Employer and Union to be carried out.

Complaints of this nature shall be treated in strict confidence by the Employer and Union.

- e) An alleged offender shall be given notice of the substance of each complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
- f) The Employer and Union shall each appoint a designate to conduct the joint investigation and each designate must have experience and/or training concerning sexual or personal harassment. The joint investigation shall be a fact-finding investigation and the designates shall submit a report, with recommendations, to the Executive Committee Member within thirty (30) days of receipt of the complaint detailing their findings.
- The Executive Committee Member shall within thirty (30) days of receipt of the report give such orders as may be necessary and in the interim the Executive Committee Member may take any action as may be necessary.
- g) In cases where sexual or personal harassment may result in the transfer of the employee, it shall be the harasser who is transferred. However, the Employer shall transfer the harassed Employee upon request, either temporarily or permanently.
- h) Where the complainant or the alleged offender is not satisfied with the Executive Committee Member's response, the Union or the Employer may submit the matter directly to arbitration under Article 9 of this Agreement within thirty (30) days after the response is rendered. The Arbitrator under this provision will have the right to determine the appropriate level of discipline to be applied to the offender whether or not he is bound by this agreement.
- i) The Employer and Union agree that this Article is intended to apply to all complaints of sexual or personal harassment by Employees unless otherwise mutually agreed to by the parties.

E 2. UNION RECOGNITION AND f

2.1 Bargaining Unit Defined

The Bargaining Unit shall comprise all Employees included in the Certificate issued by the Labour Relations Council, dated December 12, 1977, except as varied by any decision of the Labour Relations Council or by mutual agreement between the Parties.

In negotiating exclusions from the Bargaining Unit in respect of managerial and/or confidential positions, the Parties recognize the principles set out in the Labour Relations Act and the type of organization of the Employer.

Incumbents of new positions established by the Employer shall automatically be included in the Bargaining Unit unless specifically excluded by mutual agreement or by virtue of a decision by the Labour Relations Council.

2.1 Bargaining Agent Recognition

The Employer recognizes the BC Government Employees' Union as the exclusive bargaining agent for all Employees in the Bargaining Unit.

2.3 Correspondence

- a) The Employer agrees that **all** correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the **Chairperson** of the **Union Bargaining Committee** and to the President of the **Union** or the President's designate.
- b) The Employer agrees that a copy of any correspondence between the Employer or any authorized agent of the Employer and any Employee in the **Bargaining Unit** covered by this Agreement **pertaining** to the interpretation or application of any clause in this Agreement, **shall** be forwarded to the **Chairperson** of the **Union Bargaining Committee** and to the President of the **Union** or President of the **Union's** designate.
- c) Except **as** otherwise provided for in this Agreement, correspondence sent to Union representatives or to any Employee **shall** be sent by letter, or by electronic mail where appropriate. Correspondence of a disciplinary nature shall not be sent by electronic mail.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select Stewards to represent Employees. The Employer and the **Union** will agree **on** the number of Stewards, taking into account both operational and geographical considerations.

The **Union** agrees **to** provide the Employer with a **list** of the Employees **designated as** Stewards for each **jurisdictional area**. A **Steward** or the alternate shall **obtain** the permission **of** their immediate supervisor before leaving work to **perform** the duties **as** a Steward. Leave for this purpose shall be with pay. Such permission **shall not be** unreasonably withheld. **On** resuming the Stewards **normal** duties, the Steward shall notify their supervisor. Duties of the Stewards **shall** include:

- a) investigation of complaints of an urgent nature;
- b) investigation of grievances and **assisting** any Employee whom the Steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- c) supervision of ballot-boxes and other related functions during ratification votes;
- d) **carrying** out duties **within** the **realm** of assigned safety responsibilities for Stewards who **are** members of safety committees;
- e) attending meetings called by management.

2.7 Union Bulletin Boards

- a) The Employer **will** provide sufficient **Union** bulletin board facilities. The location of these facilities will be decided by mutual agreement at the local level. If mutual agreement cannot be reached at this level, the matter will be referred to the Joint Committee for resolution.
- b) Employees who **are** representatives of the **Union** shall have the right to use electronic **mail** to communicate with the Employees that they represent. A list of the **Union** representatives will be given to the Employer.
- c) The **Joint Committee** shall establish a set of guidelines governing the use, pursuant to (b) above, of electronic mail.

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

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- a) Without pay -- Leave of absence without pay and without loss of **seniority will** be granted:
 - i) to **an** elected or appointed representative of the **Union** to attend conventions of the **Union** and bodies to which the **Union** is affiliated;
 - ii) for elected or appointed representatives of the **Union** to attend to **Union business** which requires them to leave their general work area;
 - iii) for Employees who **are** representatives of the **Union** on a bargaining committee to attend meetings of the **Bargaining Committee**;
 - iv) to Employees called by the **Union** to appear as witnesses before **an** Arbitration Board,
 - b) With pay -- Leave of absence with basic pay and without **loss** of seniority will be granted to:
 - i) up to five Employees **on** the Bargaining Committee of the **Union** to **carry on** negotiations with the Employer; however, the **Union** reserves the right to use up to three (3) additional persons for technical information or advice who shall also be covered by the provisions of this section.
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To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the **Union** shall **reimburse** the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this Article shall include **sufficient** travel time. The **Union** shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. It is understood that Employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay. The Employer **agrees** that any of the above leaves of absence shall not be unreasonably withheld.

11 Emergency Services

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

ARTICLE 3. UNION SECURITY

- a) All Employees in the Bargaining Unit who, immediately prior to their appointment to the Corporation, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code).
- b) All other Employees hired on or after November 1, 1977 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an Employee (subject only to the provisions of Section 17 of the Labour Relations Code).
- c) Nothing in this Agreement shall be construed as requiring a person to become a member of the Union if that person was, immediately prior to their appointment with the Corporation, a Public Service Employee, as defined in the Public Service Act, who was not a member of the Union.

ARTICLE 4. CHECK-OFF OF UNION DUES

- a) The Employer shall, upon written authorization as a condition of employment, deduct from the monthly wages or salary of each Employee in the Bargaining Unit, whether or not the Employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- b) The Employer shall, upon written authorization, deduct from any Employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the Employee to the Union.
- c) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those Employees from whose salaries such deductions have been made together with the amounts deducted from each Employee.
- e) Before the Employer is obliged to deduct any amount under Section a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- f) From the date of the signing of this Agreement and for its duration, no Employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the Employees in the Bargaining Unit.
- g) The Employer shall supply each Employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the Employee in the previous year. Such receipts shall be provided to the Employees prior to March 1st of the succeeding year.
- h) An Employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an Employee's monthly wages or salary, the amount of the regular monthly dues or assessments payable to the Union by a member of the Union.

ARTICLE 5. EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with **Union** security and dues check-off.
- b) A new Employee shall be advised of the name and location of the Steward.
- c) Whenever the Steward is employed in the same work area as the new Employee, the Employee's immediate supervisor will provide an introduction to the Steward, who will provide the Employee with a copy of the Collective Agreement.
- d) **The Union** Steward will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment for the purpose of acquainting the new Employee with the benefits and duties of **Union** membership and the Employee's responsibilities and obligations to the Employer and the **Union**.
- e) The Union shall be notified on a monthly basis of the names and work locations of all new Employees.

ARTICLE 6. EMPLOYER ' S RIGHTS

The **Union** acknowledges that the management and direction of Employees in the Bargaining Unit is retained by the Employer except as this Agreement otherwise specifies.

ARTICLE 7. EMPLOYER-UNION RELATIONS

7.1 Representation

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

7.2 Bargaining Committees

A **Union** Bargaining Committee shall consist of up to five (5) members of the Bargaining Unit plus the President of the **Union** or the President of the **Union's** designate with the right to use up to three (3) technical persons as outlined in Article 2.10 b) of this Agreement.

An Employer Bargaining Committee shall consist of up to six (6) members with the right to use up to three (3) technical persons.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the **Union** when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of **Union** staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to **Union** representatives or Stewards temporary use of an office or similar facility.

4.4 Technical Information

The Employer agrees to provide to the **Union** such information that is available relating to Employees in the Bargaining Unit **as** may be required by the **Union** for collective bargaining purposes.

ARTICLE 8. GRIEVANCES

8.1 Grievance Procedure

- a) The Employer and the **Union** recognize that grievances may arise concerning:
 - i) differences between the Parties respecting the interpretation, application, operation, or **any** alleged violation of a provision of the Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - ii) the **dismissal**, discipline, or **suspension** of an Employee bound by this Agreement.
- b) The procedure for resolving a grievance shall be the procedure **outlined** in Articles 8 and 9, except as provided **in** Articles **12** and **28**.
- c) If a grievance is not presented at the next step of the grievance procedure within the prescribed time limits, it shall be deemed to be abandoned. However, **no** future grievance shall be prejudiced by **such a failure** to act.

8.2 Step 1

- a) **An** Employee **who** wishes to present a grievance at Step 1 of the grievance procedure must do so **no** later than fourteen (14) days after the date **on** which the Employee **first** became aware of the **action** or circumstance **giving rise to** the grievance.
- b) The aggrieved Employee shall request a meeting with the designated local **supervisor**, shall specify that this is **a** Step 1 grievance, and shall indicate the nature of the grievance. The Employee **has** the right to have a Steward present at **such a** meeting, if the Employee so requests.
- c) The designated local supervisor **will** be given up to five (5) days to investigate the matter and respond.
- d) Every effort shall be **made** to resolve the dispute at Step 1.

8.3 Step 2

- a) **An** Employee **who** wishes to present a grievance at Step 2 of the grievance procedure must do so **no** later than thirty (30) days after the date on which the Employee **first** became aware of the **action or circumstance giving rise to** the grievance.
- b) In the case of a dispute **arising from** an Employee's suspension, the grievance may commence at Step 2 of the grievance procedure without being filed at Step 1. The grievance must be **filed** within fourteen (14) **days** of the **date** on which the suspension occurred, or within **fourteen (14)** days of the **Employee receiving** notice of the suspension.
- c) In the case **of** a dispute **arising from** an Employee's **dismissal**, the arbitration process outlined in Article 9.3 shall be adhered to. The **remaining** provisions of Article 9 shall continue to apply except where they **are in conflict** with Article 9.3.
- d) **An** Employee shall present a grievance at this Step by recording the grievance on the appropriate grievance **form**, setting **out** the nature of the grievance and the circumstances **from which it arose**, stating the article or articles of the Agreement **infringed upon** or alleged to have been violated, and stating the remedy or correction **sought**.
- e) The Employee shall send copies of the grievance form to the Shop Steward who **will** forward them to the Employer and the **Union**.

- f) The Employer shall sign the grievance form and **indicate** the date **on** which the grievance was received.
- g) A meeting shall be held between a person or persons designated by the **Union**, and **Director** of Human Resources and/or a **person** or **persons** designated by the Director, **within** ten (10) days after the Employer has received the grievance at Step 2.
- h) If the grievance is not resolved at Step 2 the Employer shall reply in writing to the grievance in thirty (30) days after the meeting referred to in g) above.
- i) The written reply shall be sent by registered mail or by acknowledged fax, or **shall** be hand delivered to the appropriate **Union** office. The reply shall be **deemed** to have been received **on** the **date** that it is delivered to the said office.
- j) Every effort **shall** be made **to** resolve the grievance at Step 2.

8.4 From Grievance Procedure

- a) The Employer **agrees** that **after** a grievance **has been** filed at Step 2 of the grievance procedure, the Employer or the Employee'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) If **after** initiating a grievance through the grievance procedure **an** Employee endeavours to pursue the same grievance through **any** other channel, then the grievance shall be deemed to be abandoned.

8.5 Policy Grievance

Where either **Party** to this Agreement **disputes** the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be **discussed** initially with **the** Employer or the **Union**, as the case may **be**, within **sixty (60) days** of the occurrence. **Where** no satisfactory agreement is reached, **either Party** may **submit** the dispute to arbitration, as set out in Article 9 of this Agreement.

8.6 Technical Objections to Grievances

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

8.7 Amending Time Limits

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

8.8 To Grievants

The parties **agree** to **disclose** to each other fully and in a timely manner the issues **and** all material facts related to the grievance except where the same is privileged.

ARTICLE 9. ARBITRATION

9.1 Notification

- a) **Where** a difference arises between the **Parties** relating to the interpretation, application, operation, or any alleged violation of a provision of the Agreement, including a question as to whether or not a matter is subject to arbitration, or the discipline or **suspension** of an Employee bound by this Agreement, either of the Parties may, **after** exhausting the grievance procedure in Article 8, **notify** the other **Party** of its desire to submit the difference or allegations to an Arbitrator.
- b) In the case of a dismissal, a grievance **shall** be filed with the **Union and** submitted to the Employer within **fourteen (14)** days of the date on which the dismissal occurred, or within fourteen (14) days of the Employee receiving notice of the dismissal. The arbitration process outlined in Article 9.3 will be adhered to. The remaining provisions of Article 9 shall continue to apply except where they are in **conflict** with Article 9.3.
- c) The notice of a **Party's** intent to arbitrate must be sent to the appropriate office of the Employer or the **Union** within thirty (30) days of the date of the reply at Step 2 of the grievance procedure, or within thirty (30) days of the date on which the reply at Step 2 was due.
- d) Such notices **shall** be sent by registered **mail** or by **acknowledged fax**, or shall be hand delivered to the appropriate office. These notices shall be deemed to have been received on the date on which they were **delivered**.

9.2 Non-Dismissal Arbitration

- a) The grievance **shall** be submitted to a single Arbitrator within **sixty (60)** days of the notice of arbitration being received.
- b) The single Arbitrator **shall** be selected from the **following** list, by mutual agreement between the Parties:
 - i) Don Munroe
 - ii) **Nancy Morrison**
 - iii) Vince Ready
 - iv) Mervin Chertkow
 - v) **Bryan Williams, QC**
- c) If mutual agreement cannot be reached on the selection of an Arbitrator, the Parties shall submit the matter to the **Minister of Labour and Consumer Services**, who will select an Arbitrator **from** the above list.

9.3 Dismissal Arbitration

- a) A **single** arbitrator will be booked by the **Union** and the Employer within five (5) **working days** of the filing of the grievance. Both the **Union and** the Employer **will** make every reasonable effort to accommodate a hearing within **sixty (60)** days of the referral. If they **are** unable to do **so**, the arbitrator shall **fix** a date which is within **sixty (60)** days of the referral, **taking** into account the reasonable requirements of the Parties.
- b) The single arbitrator **shall be** selected in strict rotation from the following list:
 - i) Tony Hickling
 - ii) Stephen Kelleher
 - iii) Clive McKee
 - iv) Merv Chertkow

- c) A meeting will be held to ~~seek~~ clarification and/or resolution of the grievance ~~within fourteen~~ (14) days of the filing, or at least fourteen (14) days prior to the arbitration date, whichever happens ~~sooner~~.
- d) A request for ~~deferral~~ of the arbitration date may be granted by the arbitrator to either ~~Party~~ if mutual agreement for ~~deferral~~ between the Parties cannot be reached. However, it is the intention of the ~~Parties~~ that the scheduled date be ~~deemed~~ pre-emptory, and be deferred only in ~~extraordinary~~ circumstances.
- e) The decision ~~of the arbitrator~~ will be made ~~known as soon~~ as possible, but in no case later ~~than~~ thirty (30) days of the completion of the arbitration hearing.

9.4 Procedure

The Arbitrator may determine the procedure in accordance with the Industrial Relations Act and ~~shall~~ give ~~full~~ opportunity to ~~all~~ Parties to present evidence and make representations. The Arbitrator ~~shall hear~~ and determine the ~~difference~~ or ~~allegation~~ and ~~shall~~ render a decision within thirty (30) days of the conclusion of the hearing.

9.5 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 dismissal~~ or ~~discipline~~ grievance by any ~~arrangement~~ which the Arbitrator 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.

9.6 Disagreement on Decision

Should the Parties disagree ~~as~~ to the meaning ~~of~~ the Arbitrator's decision, either Party may apply ~~to~~ the Arbitrator to clarify the decision, which the Arbitrator shall make every ~~effort~~ to do ~~within~~ seven (7) days ~~of~~ the application.

Expenses of the Arbitrator

Each Party ~~shall~~ pay one-half (1/2) of the ~~fees~~ and expenses ~~of~~ the Arbitrator.

9.8 Amending Time Limits

The time limits ~~fixed~~ in the arbitration procedure may be altered by mutual consent of the Parties. Such consent must be in ~~writing~~.

ARTICLE 10. DISMISSAL, SUSPENSION, AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The President of the Corporation or any representative of the Employer specifically authorized by the President may ~~dismiss~~ any Employee for just cause. Notice ~~of dismissal~~ ~~shall~~ be in ~~writing~~ ~~and~~ ~~shall~~ set forth the ~~reasons~~ for ~~dismissal~~.

10.3 suspension

The President of the Corporation or any representative of the Employer specifically authorized by the President may suspend an Employee for **just cause**. Notice of suspension shall be in writing and shall set forth the **reasons** for the suspension.

10.4 Dismissal and Suspension Grievance

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

10.5 Right to Grieve Other i Action

Disciplinary action **grievable** by the Employee shall include written censures, letters of reprimand, adverse reports, adverse **official** performance evaluations **under** Article 10.6, and/or the **withholding** of an incremental **increase**. 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.

10.6 Performance Evaluations

- a) Where a **formal** appraisal of an Employee's performance is carried out, the Employee shall be given sufficient opportunity after the interview to read and review the appraisal.
- b) **Provision shall be** made on the evaluation **form** for an Employee to sign it. The **form shall** provide for the Employee's signature in two places, one indicating that the Employee **has** read and accepts the appraisal, and the other indicating that the Employee disagrees with the appraisal. The Employee shall **sign in** one of the places provided. No Employee may initiate a **grievance** regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal.
- c) An Employee shall, upon **request**, receive a copy of this evaluation report at the time of signing. An evaluation **report** shall not be changed after an Employee has signed it, without the knowledge of **the** Employee, and any **such** changes shall be subject to the grievance procedures of this Agreement.
- d) A formal appraisal of an Employee's performance shall be carried out and signed by the Employee's immediate supervisor and shall be reviewed and signed by an excluded **staff** member of the Corporation.
- e) An Employee shall have the right to request a formal appraisal at **any** time providing that at least three (3) **months** have elapsed since the last appraisal.

10.7 Personnel and Security Files

- a) **Should** an Employee dispute any document placed on the Employee's **file**, the Employee shall be entitled to recourse **through** the grievance procedure, and the eventual resolution thereof shall become part of **the** Employee's personnel record.
- b) The President of the **Union** or the President's designate shall be entitled, upon the written authority of an **Employee**, to review an Employee's **personnel** or security file(s) in the offices in which the files are **normally** kept, in order to facilitate the investigation of a grievance.
- c) With reasonable notice given to the Employer, an Employee shall be permitted to review the Employee's **personnel** or security file(s) in the offices in which they are normally kept.
- d) The Employer **agrees** not to introduce **as** evidence in any hearing any document **from** the file of an Employee, the existence of which the Employee **was** not aware at the time of **filing**.

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- e) Any document as outlined in Article 10.5, other than adverse official Performance Evaluations under Article 10.6, shall be deemed to be removed after the expiration of twelve (12) months from the date it was issued, provided there has not been a further infraction. In the event of a further infraction, after a period of twelve (12) months without further infraction, all documents relating to the incident or grievance shall be deemed to be removed from the Employee's file(s).
 - f) Adverse official Performance Evaluations under Article 10.6 that were successfully grieved under Article 10.5 shall be dealt with as agreed to by the parties or as ordered by the Arbitrator.
 - g) An Employee shall be able to prevent information from being disclosed or used for other than authorized purposes without the Employee's consent, unless required by law.
 - h) The custodian of data files containing sensitive information shall take reasonable precautions to be sure that data are reliable and not misused.
 - i) Personnel and security files shall include all files pertaining to the Employee kept on Employer's premises.

10.8 Right to Have Steward Present

- a) An Employee shall have the right to have a Steward present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee in advance of the purpose of the interview in order that the Employee may contact a Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- b) A Steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the Steward believes might be the basis of disciplinary action against the Steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.9 Abandonment of Position

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

ARTICLE 11. SENIORITY

11.1 Seniority Defined

SENIORITY or SERVICE SENIORITY is defined as the accumulated total number of regular hours worked as an Employee during their current period of continuous service plus any other seniority credits provided for by this Agreement, including but not limited to those seniority credits provided in Articles 11, 21.5, 31, and Memorandum of Agreement No. 3. Service seniority for part-time Employees shall be pro-rated on the basis of one (1) year's service seniority for every 1827 hours worked.

11.2 Seniority List

The Employer shall maintain a seniority list showing the date each regular Employee commenced employment with the Corporation and also showing the date of commencement of employment with the Public Service of British Columbia in accordance with Article 11.1. An up-to-date seniority list shall be sent to the President of the Union prior to the expiry of this Agreement.

11.3 Loss of Seniority

A Regular Employee **on** leave of absence without pay, other than leave of absence for **an** elected or appointed position in the **Union**, shall not accrue seniority for leave periods over thirty (30) **calendar** days.

A Regular Employee who is **on** leave of absence without pay in an elected or appointed position of the **Union** shall continue to accrue seniority without benefits during the leave period, provided that upon **returning**, the Employee shall accept the **first** available vacancy in the Employee's original position level which is offered to the Employee by the Corporation at the work location nearest their residence.

An Employee shall lose their seniority **as** a Regular Employee in the event that:

- a) the employee is discharged for just cause,
- b) subject to 11.4, the Employee voluntarily terminates their employment or abandons their position,
- c) the Employee is **on** lay-off for more **than** one (1) year,
- d) the Employee becomes **an** Auxiliary Employee.

11.4 Re-Employment

A Regular Employee who resigns their position and within sixty (60) days is re-employed **as** a Regular Employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to **seniority** and other fringe benefits, provided the **Employee** has not withdrawn their superannuation contributions.

11.5 Bridging of Service

If a Regular Employee terminates after August 1, 1979 **as** a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application, **the** Employee shall be **credited** with length of service accumulated at time of termination for the purposes of benefits based on service **seniority**. The following conditions shall apply:

- a) The Employee must have been a Regular Employee **with** at least three (3) years of service **seniority** at time of termination.
- b) The resignation **must** indicate the **reason** for termination.
- c) The break in service shall be for **no** longer than **six** (6) years; and during that time, the Employee must not have been engaged in remunerative employment for more than **six (6) months**.
- d) The previous length of service shall not be reinstated **until** successful completion of the probationary period **on** re-employment.

ARTICLE 12. CAREER POLICY

12.1 Job Vacancies

Where a job vacancy exists **within** the Bargaining Unit, which is not going to be filled in accordance with Article 13, **the** position shall be filled in accordance with the following procedures:

- a) The vacancy shall be filled **on** the basis of the applicant's qualifications, ability, and experience **as** required in the specifications set out in the job description for the vacant position.
- b) Where **two** or more applicants have qualifications, ability, and experience which are approximately equal, **the** applicant with the greater seniority shall be awarded the position.
- c) **All** applicants **who** are Employees who possess the required qualifications or are near completing the process of acquiring the required qualifications shall be entitled to an interview. "Near completing" shall mean that in the **n o r**mal course of the candidate's acquisition of the required qualifications, they **will** be qualified by the time the **position** is to be filled.

- d) Employees shall be given every consideration in respect to the filling of positions.
- e) A **Regular** Employee ~~shall~~ not be eligible to apply for posted positions until they have accrued **six (6)** months of continuous **service** in a *single* position.
- f) ~~Where~~ the **successful** applicant is ~~an~~ Employee, the Employee shall be moved to their new position ~~as soon as~~ it is practicable and the move ~~shall~~ not be unreasonably delayed.

12.2 Postings

- a) Vacancies of a regular nature in the **Bargaining** Unit shall be posted at least fourteen (14) days prior to the closing date of the competition. Job postings shall be done **subject** to this Agreement. **Such** postings shall be throughout the Corporation at appropriate locations at each **job** site.
- b) The position vacancy notice shall contain at least the following **information**: job classification; position title; division and unit; work location; **salary** range; whether ~~shift~~ work is involved; whether use of the Employee's **own** vehicle is required; **principal** duties and responsibilities; education, experience, and skills qualifications; **special** requirements of the position; and the closing **date** for the competition. Such information may not be established in a **discriminatory** or arbitrary **manner**.
- c) Applicants ~~shall be~~ advised in **writing** within sixty (60) days of the closing date of the competition of the status of their application.
- d) Group postings will not be made without advising the **Union** of the purpose of that posting.

12.3 Union Observer

An individual appointed by the **Union** may sit **as** an observer **on** the selection interview for positions in the **Bargaining** Unit. The **observer** shall be a disinterested Party.

12.4 Announcement

- a) Employees **who are unsuccessful** applicants will be informed whether or not the **successful** applicant is currently employed by the Corporation and, **if so, of** the successful applicant's and position.
- b) The Employer's **announcement** of appointments to posted vacancies will be deemed to have been given when sent by electronic **mail**. **An** Employee who is unable to monitor their electronic mail may telephone (collect **if necessary**) **to the Human** Resources Branch **to ascertain the date of** the announcement of a conditional appointment in any competition in which the Employee **was** an applicant.

12.5 Time Limit to Grieve

- a) **An** unsuccessful candidate for a posted vacancy who wishes to grieve the appointment must do so **within seven (7) days** of the announcement of the appointment. The grievance shall be initiated at Step 2 of the grievance procedure.
- b) The unsuccessful candidate and the BC Systems Manager responsible for the competition shall make a reasonable **effort** to discuss the **reasons** for the **decision** prior to a grievance being filed. The Employee shall have the right to have a Steward present at the meeting, if the Employee so requests.

12.6 Appointment Conditional

All appointments **are** conditional. **An** appointment will be deemed to be confirmed if not challenged by a grievance **filed** pursuant to this agreement or if **so** challenged, when the grievance **is** resolved.

12.7 Screening Committee

- a) The Employer acknowledges an obligation to maintain on payroll regular Employees who have completed their probationary period **and who**, through **advancing** years or temporary disablement, **are** unable to perform **their regular** duties, and **all** Employees who have become incapacitated by **industrial injury** or **industrial illness**.
- b) The Screening Committee shall review the cases of such Employees **and** may make **recommendations** to the Corporation to retrain the Employee in a less arduous position and/or to recommend **what** retraining the Committee **deems** advisable.
- c) Where **the Screening Committee** is unable to recommend that the Employee be placed in a less arduous **position** or be retrained, the particular case shall be referred to the Principals to this Agreement for **final** disposition.
- d) The **Screening Committee** shall be a sub-committee of **the Joint committee**.

12.8 Transfers Without Posting

All lateral transfers or voluntary **demotions** to be granted without posting for **any** reason, including:

- a) compassionate or medical **grounds** to Employees **who have** completed their probationary period; or
- b) **all** Employees who have become incapacitated by **industrial injury** or **industrial illness**; **shall** be referred to the Screening Committee for **review**.

12.9 Employee Interviews

An Employee who is not on leave of absence without pay and **who has been** called for an interview, **shall** be **granted** leave of absence with base pay **and shall** have their authorized expenses paid. **An** Employee granted leave under **this section shall notify** their supervisor **as soon** as the Employee notified of requirement to appear for an interview.

12.10 New Hire Probationary Period

- a) Newly hired Employees of the **Corporation shall** be on probation for **one (1) year**. **This** probationary period **may only** be extended with the consent of the Employee and **the Union**.
- b) **Where an** Employee does not **successfully** complete their probationary **period**, the Employer shall **investigate** the matter **and** determine whether or not **just** cause exists for termination or whether **or** not the Employee **could** be placed in another position.

12.11 Employee Assessment Period

- a) Employees who are promoted **or** laterally transferred shall be on probation in the new position for **six (6) months**.
- b) **This Article shall** not apply to Employees who have **been** laterally transferred to a position **involving** the same job requirements **as** the Employee's previous position.
- c) Where **an** Employee does **not successfully** complete their **assessment** period, the Employer **shall** **investigate the** matter and determine whether or not **just** cause exists for returning the Employee to **their former** classification **and salary** level **and** the Employer **shall** endeavour to find a suitable placement **as soon as** practicable.

12.12 Salary Adjustments - Increments

- a) **Annual** increments will be granted at the increment date to those employees who **are** not at the top of their *salary* grade, unless the last **official** performance evaluation **on** the Employee's file in respect of the year ending at the increment date indicates unsatisfactory **performance** and recommends that the increment not be granted.
- b) A formal appraisal of an Employee's performance **shall** be carried out **on** the following schedule:
 - i) Employee remaining in the same classification; at least once every twelve months (anniversary year **begins** either **from** the **beginning** of the month in the month of hire or the **date** of the last review).
 - ii) Employee promoted to a higher classification; within **six (6)** months of the date **of** the most recent promotion.
- c) The Employer will send the Employee's Manager and the Employee, at least one month in advance, a notification **reminding** them of the exact date the evaluation is due. Each supervisor **will** conduct a performance evaluation and appraisal **on** or before the Employee's evaluation due date.
- d) Each supervisor **will** conduct a performance **evaluation** and appraisal to evaluate **each** Employee in terms of the actual objectives **of** the **position**.

ARTICLE 13. LAY-OFF AND RECALL

13.1 Professional Services Canvass

- a) Prior to the layoff of **regular** Employee(s) under Article 13.2, the Employer **will** canvass any Employee or group of Employees to invite one or more of the following options:
 - i) placement into a vacant regular position; **or**
 - ii) transfer or assignment to other duties acceptable to the Employee; or
 - iii) **resignation** with enhanced severance **as** provided for in Article 13.2 n); or
 - iv) where eligible, early retirement **as** provided in Article 13.2 k).

The Employer **will** advise the **Union** of the results of the professional services canvass.

Upon request of the Employee who is placed pursuant to option i) or ii), the Employer will provide a reasonable amount of career counselling, **training** and education. **Every** reasonable effort **will** be made to **ensure** that a **skills** inventory document and a development plan document are in place.

- b) **Where** an employee, in writing, selects an option such acceptance is **final** and binding upon the Employee, subject to the agreement of the Employer.
- c) The Employer may establish reasonable time periods in which responses **from** Employees canvassed **under** this Article **will** be accepted for consideration.

13.2 Lay-off and Recall

In the event of lay-off the following shall apply to Regular Employees:

- a) Application

There are only **six (6)** classification series:

- **Administrators**
- **Analysts**
- **Business** Representatives
- **Clerks**
- **Operators**
- **Technicians**

There are only two geographic locations:

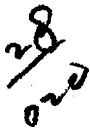
- Lower Mainland
- **Greater** Victoria

No Regular Employees within a given classification series and geographic location shall be laid off until all auxiliary Employees within the same classification series and geographic location have been laid off pursuant to Article 31.5.

b) **Relocation**

Where the Employee's **position** is relocated, the Employee shall be offered the position. An Employee may decline an offer pursuant to this section.

c) **Advance Notice**

 The Employer shall **notify** Regular Employees who **are** to be laid off at least twenty (20) working days prior to the effective date of lay-off. If the Employee is laid off after such notice, but **before** the effective date of lay-off, the Employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

It is understood that an Employee who is given notice of lay-off may choose to sever employment effective at the expiry of the notice with enhanced severance pay in accordance with Article 13.2 n) rather than **pursuing** the other options outlined in Article 13.2.

d) **Lay-off**

i) Each employee will be designated to one of the following seniority units.

For those Employees in the following seniority units:

- e Administrators in the Lower Mainland
- Administrators in the Greater Victoria Area
- Analysts in the Lower Mainland
- e Analysts in the Greater Victoria Area
- e Business Representatives in the Lower Mainland
- e Business Representatives in the **Greater** Victoria Area
- Clerks in the **Lower** Mainland
- e Clerks in the Greater Victoria Area
- e Operators in the Lower Mainland
- Operators in the Greater Victoria Area
- Technicians in the Lower Mainland
- Technicians in the Greater Victoria Area

 The Employee to be laid off shall be the Employee with the least service seniority in the seniority unit.

ii) If there is any dispute regarding **designation** of an Employee to a seniority unit it will be referred to the Layoff and Recall Committee for resolution.

e) **Placement**

i) Provided there is a vacant position which the Employer **currently** requires to be filled, the Employee shall be placed **on** the basis of service seniority in accordance with the following sequence:

<u>Fill</u> vacancy		Classification Series/ Salary Grade	Geographic Location
1) vacancy		same	same
2) vacancy	+/-	comparable	same
3) vacancy		same	other
4) vacancy	+/-	comparable	other

If an Employee refuses one (1) job offer with a **salary** in the same or a **higher salary grade** as the Employee's existing position, the Employee shall resign and be paid basic severance pay in accordance with Article 13.2 m).

If an Employee refuses a maximum of two (2) job offers with a **salary** grade that is **not** more than two (2) **salary** grades below the Employee's current position, the Employee shall resign and be paid basic severance pay in accordance with Article 13.2 m).

- ii) For the purposes of placement, plus comparable includes any position not more than two (2) **salary** grades higher than the Employee's **salary** grade. Comparable includes any position at the same **salary** grade as the Employee's **salary** grade. Minus comparable included any position **not more than two (2) salary** grades lower than the Employee's **salary** grade.

f) **Displacement**

- i) An Employee subject to lay-off who has not been placed and has not claimed severance in accordance with e) above shall have before the effective date of **lay-off**, on a voluntary basis the right to displace Employees with less service seniority in the following manner and sequence. The Employer will identify the position and the Employee who is subject to displacement.

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Displace Junior Employee	Classification Series/ Salary Grade	Geographic Location
--------------------------	-------------------------------------	---------------------

- | | | |
|-------------|------------|------|
| 1) Displace | Comparable | Same |
| 2) Displace | Comparable | Same |

For Employees who have relocated from one geographic location to another:

- | | | |
|-------------|------------|-------|
| 3) Displace | Same | Other |
| 4) Displace | Comparable | Other |
| 5) Displace | Comparable | Other |

- ii) An Employee subject to lay-off who has not been placed in accordance with i) above, shall have the right to displace the most **senior Auxiliary** Employee within the same geographic location.

- iii) **Regular** Employees who are displaced shall have the rights under Article 13. Auxiliary Employees who are displaced shall have the right to displace the next **most** senior Auxiliary Employee in the same geographic location or the right to go on the auxiliary recall list specified in Article 31.5.

- iv) For the purposes of displacement comparable includes any position at the **same salary** grade as the Employee's **salary** grade. Minus comparable includes any position not more than two (2) **salary** grades lower than the Employee's **salary** grade.

- v) In the event that the Employee is not placed pursuant to any of the options in f) i) or ii) above and is laid off, the Employee shall resign and be paid basic severance pay in accordance with Article 13.2 m) or be placed on a recall list. If the Employee does not choose to go on a recall list within seven (7) calendar days after lay-off, the Employee shall resign and be paid basic severance pay in accordance with Article 13.2 m).

- vi) An Employee shall not accumulate service seniority while on lay-off.

g) **Recall**

- i) An Employee who is laid off and opts for recall, will be placed on a recall list for a period of one (1) year for the purposes of recall to a regular position in the same geographic location from which the Employee has been laid off.

- ii) Recall of Employees shall be in order of service seniority. An Employee who declines an offer of recall to a regular position pursuant to this paragraph shall be deemed to have declined

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placement and shall resign and be paid basic severance pay in accordance with Article 13.2 m).

- iii) Should **an** auxiliary position become available in the geographic location **from** which the Employee was laid **off**, then the Employee shall be recalled to that position. The Employee may **decline** the recall and remain **on** the **regular** recall list.
- iv) Should **the** Employee accept the **auxiliary** position, the Employee shall **remain** a regular Employee, **shall** accrue **regular seniority**, and **shall** continue to be eligible for recall to a regular position **during** their period of employment in the auxiliary position. In the event the Employee is laid **off from** this **auxiliary** position, the Employee's period of recall **as** defined in i) above shall recommence.
- v) Employees who are recalled will be paid a *salary* equivalent to the *salary* they would have received **assuming** that they had not **been** laid **off** except that such *salary* will not be below the **minimum** or above the maximum of the *salary* grade for the position to which they are recalled.
- vi) If **an** Employee is recalled to a position with a *salary* grade lower **than** that of the position the Employee was laid **off from** or to a position in a **different** classification series, the Employee **shall** have **first** choice for placement in subsequent comparable vacancies in the same geographic location.
- vii) The Employer may hire **from** outside the bargaining unit only if there are no regular or Auxiliary Employees eligible for recall for that position.
- viii) Employees shall **be** entitled to **resign** and be paid basic severance pay in accordance with Article 13.2 m) during the **first** three (3) months **on** the recall list.

h) Qualifications

In all cases the Employee must possess the qualifications, **skills** and abilities to **perform** the work available. In case of a dispute as to qualifications, **skills** and abilities the Lay-off/Recall **Committee** (13.3) shall resolve the issue.

i) Salary Protection

Subject to g) v) above Employees who assume a new position pursuant to Article 13 shall receive the rate of pay for the **new** position; however, the provisions of Article 27.7 b) shall apply.

j) Retraining and Adjustment Period

- i) **An Employee who** assumes a new position pursuant to Article 13 **will** receive **job** orientation, including, where deemed appropriate by the Lay-off/Recall Committee, up to ten (10) days **training**, and shall be allowed a reasonable time to **familiarize** themselves with their new duties.
- ii) Employees shall receive their basic pay while involved in orientation and familiarization under this section.

k) Early Retirement

A regular Employee who is age **fifty-five** years (55) or older and has completed ten (10) years of pensionable service as of the effective date of lay-off, **and** who has opted for **and** is entitled to severance pay pursuant to Article 13 **shall, upon** application, be entitled to additional pensionable service equivalent in **value**, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the Employee's maximum age requirement.

l) Pay Out of Sick Leave

When an Employee aged **fifty-five** (55) or older opts for severance pay, the Employee will qualify for a special **cash** payment in an amount equivalent to the cash value of **fifty** percent (50%) of their accumulated sick leave **credit on** the date of severance.

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An Employee who is entitled to basic severance pay in accordance with Article 13 shall be paid three (3) weeks current salary for each of the first two (2) years of completed service plus two (2) weeks current salary for each additional year of completed service, to a maximum of twenty-six (26) weeks current salary.

No Employee shall receive more severance pay than they would otherwise have received in salary had the Employee remained employed from the date of severance to age sixty-five (65).

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n) Enhanced Severance Pay

An Employee who is entitled to enhanced severance pay in accordance with Article 13 shall be paid three (3) weeks current salary for each year of completed service, to a maximum of thirty-nine (39) weeks current salary.

No Employee shall receive more severance pay than they would have otherwise received in salary had the Employee remained employed from the date of severance to age sixty-five (65).

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Employees who relocate pursuant to Article 13 shall be entitled to relocation expenses in accordance with Article 27.14 and Appendix 3.

13.3 Lay-Off and Recall Committee

a) Within sixty (60) days of the signing of this Agreement, a Lay-off/Recall Committee shall be constituted to provide for continuing consultation and cooperation between the Parties with respect to the relocation, training and placement of Employees who are affected by lay-off or the professional services canvass.

b) i) The Lay-off/Recall Committee shall consist of five (5) representative, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson.

ii) The Chairperson shall be appointed jointly by the Parties from the list of Arbitrators in Article 9.2.

iii) The Committee shall meet at the request of either Party, during working hours, and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.

c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the Employee who is seeking placement via the Lay-off/Recall Committee.

d) The Employer will make available to the Committee a monthly list of vacant positions by geographic location and a list of the Employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification and geographic location.

e) The chairperson of the Committee shall, at the request of either Party, sit as an Arbitrator over all disputes pertaining to the application or interpretation of Article 13.

f) The Employer agrees to supply the Lay-off/Recall Committee with as much notice as reasonably possible of expected Employees to be designated for lay-off.

ARTICLE 14. HOURS OF WORK

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14.1 Hours of Work

- a) The **annual** hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to **an** average of thirty-five (35) hours per week.
- b) Except **as** otherwise provided in **this** Agreement, the standard work week shall consist of five (5) consecutive days from Monday to Friday inclusive.
- c) Except as otherwise provided in this Agreement, the work day shall be seven (7) hours duration exclusive of meal periods and these hours shall be scheduled between 8:00 **am** and 5:00 **pm**.

14.2 Meal Periods

- a) Meal periods shall be scheduled **as** close as possible to the middle of the work day or **shift**. The length of the **meal** periods shall be agreed to at the local level and shall be not less than thirty (30) **minutes** or more **than** sixty (60) minutes.
- b) **An** Employee shall be entitled to take a meal period away from the work station. Where this cannot be done, the meal period shall be considered **as** time worked.

14.3 Starting and Finishing Times

Starting and **finishing** times within the standard hours shall be agreed to at the local level.

14.4 Clean-Up Time

Employees shall be **allowed** reasonable time during the work day or **shift** for clean-up purposes.

14.5 Reporting to Work Location

Where Employees **are** required to report to a central location in order to be assigned their work location, their **shift** or work **day** shall commence from the time they are required to report for **assignment**.

14.6 Conversion of Hours

a) **Lieu Days**

Where an Employee is granted a lieu day pursuant to Article 17.3 or 17.4 of this Agreement, the time **off** granted will be seven (7) hours **per** lieu day for a full-time Employee and pro-rated for a part-time Employee.

b) **Vacation**

Where an Employee **is** granted vacation pursuant to Article 18.1 of this Agreement, and where the regularly scheduled work day is greater than seven (7) hours per day, the **annual** vacation entitlement shall be converted to hours **on** the basis of a seven (7) hour day and deducted accordingly.

c) **Designated Paid Holidays**

Where an Employee is granted a designated paid holiday pursuant to Article 17 of this Agreement, the time **off** granted will be seven (7) hours per designated paid holiday for a full-time Employee and pro-rated for a part-time Employee.

14.7 Rest Periods

All Employees shall have two (2) **fifteen** (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees **working a**

shift of three and one-half (3 1/2) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the Employee.

14.8 Stand-By Provisions

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- a) Where regular Employees are required to stand-by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hours pay for each three (3) hours standing by. An Employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an Employee is unable to be contacted or to report for duty when required. The provisions of this section do not apply to part-time Employees who are not assigned a regular working schedule and who are normally required to work whenever called.
 - b) Employees required to stand-by under paragraph a) will not be required to stand-by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.
 - c) If requested, Employees required to standby under paragraph a) shall be provided with a pager.

14.9 Flexitime

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- a) A flexitime agreement is a local level arrangement whereby designated Employees are given, within the provisions of this article, a degree of flexibility in establishing their work schedule.
It is based on the understanding that in all cases operational requirements must be met. It is also based on an appreciation of the give and take necessary on the part of Managers and Employees to make such an arrangement workable for all concerned, including the Corporation's Clients.
 - b) The provisions of this article shall apply to all flexitime agreements unless specifically amended and approved by the Employer and the Union.
 - c) Designated Employees may choose their starting and finishing times to meet core hour requirements, but shall, if requested to do so by the Supervisor, inform the Supervisor in advance of those times.
 - d) The core hour period shall be agreed to at the local level but shall not exceed five and one-half (5 1/2) hours. The core hour period shall be exclusive of meal periods which will also be agreed to at the local level but must comply with Article 14.2.
 - e) Designated Employees may choose their length of work day within the core hour requirement to a maximum of ten (10) hours.
 - f) The basic averaging period will be thirty-five (35) hours per week. Flexitime hours worked in excess of those hours will be banked to a maximum accumulation of thirty-five (35) hours. Unless covered by the provisions of another benefit, the number of hours under thirty-five (35) worked during the week will be deducted from the flexitime bank. Employees shall not be allowed to have flexitime overdrafts, except for circumstances identified in Article 20.3 f).
 - g) Flexitime off must be scheduled and agreed to in advance.

It is understood that flexitime is not intended as a form of modified workweek nor as a method of supplementing vacation. However it is agreed that different arrangements will work in different departments and therefore guidelines for scheduling time off will be agreed to at the local level, subject to the following provisions:

- i) Scheduled flexitime off, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the Employee and the Employer.
- ii) Employees who have commenced flexitime off shall have the right to refuse call-back except in cases of emergency.

- iii) Banked flextime not taken within sixty (60) days of being banked shall be, at the request of the Employee, immediately scheduled on the vacation roster.
- iv) Flextime scheduled on the vacation roster remains in the flexbank until taken off, does not become vacation and is not eligible under Article 18.10.
- v) The Employer may request an Employee to take accumulated flextime off when it is convenient to the project schedule.
- h) Work days may be non-consecutive, and may, by mutual agreement, include what would otherwise be an Employee's day of rest.
- i) Overtime rates will apply in all cases where the Employer specifically requests that an Employee work in excess of seven hours (7) in a day, thirty-five (35) hours in a week or on the Employee's day of rest.
- j) A day's absence as a result of a benefit in the Collective Agreement (eg: sick leave, statutory holiday or vacation) equals seven (7) hours.
- k) An Employee who becomes eligible for another absence under this agreement while taking flextime off shall have the choice of the benefit to be used for that time. Should the Employee choose not to use flextime, the Employee shall retain those hours in their flex bank.
- l) It is understood and agreed that the give and take of a flextime agreement is generally intended to include a professional approach to special leave provisions of the Collective Agreement. For example, flextime would not usually be banked on a day that a special leave, family illness or medical/dental appointment was used. Further, time off for medical/dental appointments will only be granted where it is not possible to schedule such appointments outside of core hours.
- m) Agreement to a flextime arrangement shall not be unreasonably withheld.
- n) Any significant alteration or any intended cancellation of a local flextime agreement shall be investigated and approved by the Human Resources Branch.

Any problems or concerns about the operation of a flextime agreement will be investigated and dealt with expeditiously and, if necessary, the Human Resources Branch will make a determination within five (5) working days of the matter being raised.

Decisions of the Human Resources Branch are subject to the dispute resolution procedure outlined in Article 14.11 of the Collective Agreement.

14.10 Modified Work Week

Where there is mutual agreement between the Union's designate and the Employer's designate at the local level for a modified work week, work schedules may be arranged on one of the following bases; however, other arrangements may be made in accordance with Article 14.1:

- a) Five (5) day, four (4) day work schedule with the extra day off being scheduled by mutual agreement at the local level on Mondays or Fridays. The nine (9) work days within the two (2) week period shall be seven (7) hours and forty-seven (47) minutes in duration.
- b) Four (4) days on, three (3) days off. The work day shall be eight (8) hours and forty-five (45) minutes in duration:
 - i) with the extra day off being scheduled by mutual agreement at the local level on Monday, Wednesday, or Friday, or
 - ii) with the extra day off being scheduled by mutual agreement at the local level on Monday or Friday.
- c) The work day shall be seven (7) hours and thirty (30) minutes in duration with the extra time worked accumulated and

- i) scheduled by mutual agreement at the local level as a day **off** every three (3) weeks on **Monday** or **Friday**, or
 - ii) scheduled by mutual agreement at the local level as lieu **days** pursuant to 17.8 of this Agreement.
- d) The foregoing **work** schedules shall be subject to the following provisions:
- i) There **shall** be equitable rotation of the extra days **off** as **mutually** agreed at the local level.
 - ii) Pursuant to Article 14.6 b) of **this** Agreement, for vacation purposes Employees shall remain **on** the agreed work schedules and vacation entitlement shall be converted to **hours**. The scheduled daily hours **shall be** deducted from the vacation entitlement for each day of vacation taken.

11 Resolution of Disputes

In the event of a dispute regarding any provision in Article 14 where mutual agreement **cannot** be reached, the matter **shall be referred** to the Joint **Committee** for resolution. If there is no resolution by the Joint Committee **within ten (10) days**, the matter shall be referred to the Principals. If the Joint Committee **fails** to reach agreement the Employer may, on **an interim basis**, introduce work schedules to meet the hours of operation. If there is no resolution **by the Principals within a further fifteen (15) days**, the matter may be referred **by either Party** to **an** Arbitration Board pursuant to Article 9 for final resolution.

ARTICLE 15. SHIFT WORK

15.1 Shift Hours

Shift hours outside of the standard **hours** may be **required by** the Corporation. The **shift** pattern, the **length** of the work day, and the length of the meal period shall be negotiated between the Parties. The **shift** schedule negotiated **shall meet the annual hours outlined** in Article 14.1.

2 Definition of Shift for SI

a) **Definition of shift:**

- i) All hours worked on any **shift** which starts between 4:30 **am** and 1:59 pm inclusive shall be considered a day **shift**.
- ii) **ALL** hours worked **on** any **shift** which starts between 2:00 pm and 8:59 pm shall be considered a second (2nd) **shift**.
- iii) **ALL** hours worked **on** any **shift** which starts between 9:00 pm and 4:29 **am** shall be considered a third (3rd) **shift**.

b) **Shift premium (full-time Employees):**

Effective June 1, 1992, the **shift** premium **shall be** one **dollar** and twenty cents (\$1.20) per hour for both the second (2nd) **and** third (3rd) **shifts**.

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15.3 Shift Premium Entitlement

- a) Employees working a **second** (2nd) or third (3rd) **shift** as defined in 15.2 a) ii) and a) iii) shall receive a **shift** premium for all hours worked **on the shift**.
- b) **An** Employee working a full **shift** not in receipt of a **shift** premium pursuant to 15.2 b) and working a **shift** which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the **shift** premium for all hours worked after 2:00 p.m.

- c) A part-time Employee will receive the **shift** premium for all hours worked **on** a **shift** more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m.
- d) Employees covered by flextime and modified work week agreements, who, by their own volition, choose to begin their **shift** at a time which qualifies them **for a shift premium shall not** be entitled to **the** premium. Employees who **are** required to begin their **shift** at a time which qualifies them for a **shift premium** shall receive the premium in accordance with Article 15.2 of this Agreement.
- e) **Shift** premium will apply to overtime hours worked in conjunction with a **shift**. **An** Employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the **shift** premium for each hour worked during the call-out period up to the commencement **of** their regularly scheduled **shift**.

15.4 Notice of Shift Schedules

Schedules of work for regular Employees *shall* be posted at least fourteen (14) days in advance of the starting day of a new schedule.

- a) In the event that the **shift** schedule for a regular Employee or **an** auxiliary Employee working a scheduled **shift roster** is changed without forty-eight (48) hours advance notice and, if such change is the result of the actions of another Employee covered by **this** Agreement utilizing the benefits provided for by the provisions of **this** Agreement, the Employee will receive a premium of fifty cents (\$.50) per hour in addition to their regular pay for work performed **on** the **first (1st)** **shift** to which the Employee changed.
- b) In the event that an Employee's **shift** is changed without five (5) days advance notice and the change results **from** causes other than defined in 15.4 a), the Employee shall receive pay at the applicable overtime rate for work **performed** on the first (1st) **shift** to which the Employee changed, except that if the change results from **no** fault of the Employer the Employee shall not receive pay at overtime rates but **shall** receive the **premium** defined under 15.4 a).

15.5 Short Changeover

- a) If **shifts** are scheduled **so** that there are not twenty-four (24) hours between the **start** of an Employee's **shift** and the start of the next **shift**, overtime rates apply to hours worked **on** the succeeding **shift** within the twenty-four (24) hour period.
- b) **Where** an Employee exercises seniority rights to work **shifts**, one (1) of which **falls** within the twenty-four (24) hour period **from** the start of the previous **shift**, the Employee **shall** not be entitled to claim the premium rate referred to in paragraph a).

15.6 Exchange of Shifts

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

15.7 Shortfall of Shifts

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

15.8 Split Shifts

No **shift** shall be split for a period longer **than** the regularly scheduled meal period unless negotiated by the bargaining principals.

15.9 Allocation of Shifts

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

15.10 Resolution of Disputes

In the event of a dispute regarding any provision in Article 15 where mutual agreement cannot be reached, the matter shall be referred to the Joint Committee for resolution. If there is no resolution by the Joint Committee within ten (10) days, the matter shall be referred to the Principals. If the Joint Committee fails to reach agreement, the Employer may, on an interim basis, introduce work schedules to meet the hours of operation. If there is no resolution by the Principals within a further fifteen (15) days, the matter may be referred by either Party to an Arbitrator pursuant to Article 9 for final resolution.

ARTICLE 16. OVERTIME

16.1 Definitions

- a) "Overtime" means work performed by a full-time Employee in excess or outside of the Employee's regularly scheduled hours of work, or work performed by an Employee while on vacation.
- b) "Straight time rate" means the hourly rate of remuneration.
- c) "Time and one-half" means one and one-half (1 1/2) times the straight time rate.
- d) "Double time" means twice (2) the straight time rate.
- e) "Double time and one-half" means two and one-half (2 1/2) times the straight time rate.

16.2 Authorization and Application of Overtime

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

16.3 Overtime Entitlement

- a) An Employee will be entitled to overtime compensation as follows:
 - i) for authorized overtime in excess of the scheduled daily hours, or
 - ii) where arrangements are made at the local level for hours of work on a bi-weekly averaging basis or on a flextime basis or any other arrangement determined at the local level in accordance with Article 14.1, authorized overtime shall be calculated:

- 1) if **an** Employee **has** worked in excess of seventy (70) hours over **a** period of **two** (2) weeks, or
 - 2) if **an** Employee has worked in excess of the scheduled daily hours, or
 - 3) if **an** Employee **has** worked in excess of ten (10) hours **on** a daily basis for those Employees **on** flextime, or
 - 4) if **an** Employee has been called back to work **while** **on** vacation leave.
- b) Overtime shall be compensated in thirty (30) minute increments; however, Employees **shall** not be entitled to any compensation for periods of overtime of less than five (5) minutes per **day**.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

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16.6 Overtime Compensation

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

The compensation of overtime in i) **and** ii) is to be **on** a daily **basis** and not cumulative.

- b) **An** Employee who works **on** a designated holiday which is not a **scheduled** work day shall be considered to have worked overtime and shall receive their regular days pay, **and** shall receive additional compensation at the rate of double time for **all** hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double time **and** one-half for all hours worked.
- c) **An** Employee on travel status who is required to travel **on** Corporation business outside their **regular** working hours shall be compensated at the applicable overtime rates for **all** hours travelled. The Employer may determine the means **of** such travel.
- d) Any overtime due at the **calendar** year end, **or** **on** termination, shall be paid in cash.

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16.7 Meal Break

- a) **When** **an** Employee is required to work a **minimum** of two and one-half (2 1/2) hours overtime immediately before or after completion of their scheduled daily hours, the Employee shall be provided with **a** meal or shall be reimbursed in the amount of eleven dollars fifty cents (\$11.50). A meal break of one-half (1/2) hour with pay will be given.
- b) If the Employee continues **to** work overtime beyond three (3) hours, a further meal or allowance **and** meal **break** as above shall be provided **upon** completion of **an** additional four (4) hours worked, and upon the completion of every **three** (3) hours worked thereafter.

In order to clarify the **language** in (a) and (b), the following table is provided

Total Overtime	Total Meal	Total Paid	Total Overtime
-----------------------	-------------------	-------------------	-----------------------

Worked (Excluding Meal Breaks)	Allowance	Meal Breaks	claimed
2 and 1/2 hours	\$11.50	1/2 hour	3 hours
6 1/2 hours	\$23.00	1 hour	7 1/2 hours
9 1/2 hours	\$34.50	1.5 hours	11 hours
12 1/2 hours	\$46.00	2 hours	14 1/2 hours

- c) When an Employee is not on stand-by and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- d) In the case of an Employee called out on overtime to work on a rest day, this Section will apply only to hours worked outside her/his regular shift times for a normal work day.
- e) Where any of the meals provided under a), b), c), or d) above duplicate a meal for which an Employee is entitled because of travel status, then the Employee shall receive only one (1) benefit for each meal.

16.8 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

16.9 Right to Refuse Overtime

5/1 An Employee shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

An Employee on stand-by shall not have the right to refuse call-out for overtime work.

16.10 Overtime for Part-Time Employees

7/1 Part-time Employees working less than the normal hours per day of a full-time Employee, and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

16.11 Unscheduled Overtime

a) **Overtime Worked at Home**

Effective February 1, 1992, one or more emergency communications made within one (1) hour to an Employee at home, via telephone or telecommunication, outside the normal work hours of the Employee, which require(s) performance of job-related duties beyond mere receipt of the communication, shall be compensated as one (1) hour worked at applicable overtime rates, or the accumulation of time worked at applicable overtime rates, whichever is greater.

b) **Call-out Compensation**

An Employee who is called back to work outside of their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. The Employee shall be compensated from the time they leave their home to report for duty until the time the Employee arrives back upon proceeding directly to and from work.

c) **Call-out Time Which Abuts the Succeeding Shift**

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- i) If the call-out is for three (3) hours or less, the Employee will be required to work the call-out period **and** the whole of the abutting **shift**. In this case, compensation shall be overtime rates for the call-out period **and** straight time rates for the regular **shift**.
 - ii) If the call-out is for longer than three (3) hours, the Employee will be required to work the call-out period and a **portion** of the abutting regular **shift**. The portion of the regular **shift** which must be worked **will** be the regular shift less the amount that call-out exceeds three (3) hours. Compensation **shall** be at overtime rates for the call-out period and straight time for the regular **shift** without shortfall.
 - iii) For the purpose of i) above, it is *agreed* that “call-out” means that the Employee has been called out without prior notice.
- d) **Overtime or Call-out Which Does Not Abut the Succeeding Shift**
- i) When overtime is worked there shall be **an** elapsed time of eight (8) hours between the end of **overtime** **and** the time the Employee reports for duty on the next **regular shift** with **no** shortfall out of their regular **shift**.
 - ii) In **a** call-out situation where at least three (3) hours which **do** not abut the succeeding **shift** **are** worked in the ten (10) hours preceding the start of the regular shift, there **shall** be an elapsed **time** of eight (8) hours between the end of the call-out and the time the Employee reports for duty **on** their next regular **shift** with **no** shortfall out of the regular **shift**.
 - iii) If the elapsed eight (8) hour period following results in only two (2) hours or less of the **regular shift** available for work, **an** Employee **shall** not be required to report for work **on** that shift with **no** shortfall.
- e) **Time** spent by **an** Employee travelling to work **or** returning to their **residence** before **and** after call-out shall not constitute time worked but **shall** be compensated at the overtime rate.
 - f) Should the Employee be required to work that period which is considered free from work in the **regular shift**, as provided for in 16.11 c) ii), d) i), and d) ii), then that **portion** of the shift shall be compensated at overtime rates.

16.12 **Rest Interval After Overtime**

An Employee required to work overtime adjoining their regularly scheduled **shift** shall be entitled to eight (8) **clear** hours between the end of the overtime work and the start of their next regular **shift**. If eight (8) clear hours **are** not provided, overtime rates shall apply to hours worked **on** the **next** regular **shift**.

16.13 **Overtime Compensation**

- a) **The** Employee shall have the option of being compensated for overtime in cash or compensatory time **off**.
- b) Where the Employee opts for payment in cash, the Employer **shall** make every reasonable effort to make payment **by** the **end** of the month following the month in which the **overtime** was worked.
- c) If **an** Employee opts for compensatory time **off**, the Employee shall be allowed up to a maximum of twenty (20) **working** days per year of earned compensatory time **off** **on** the following basis:
 - i) **A maximum** of ten (10) days may be taken at the Employee’s option at **a** time mutually agreed to between the Employer **and** the Employee. Such agreement **shall** not be unreasonably withheld by the Employer.
 - ii) If the Employee elects to take compensatory time **off** for overtime compensation **per** i) above, and there can be **no** mutual agreement **as** to the time for taking such time **off**, the Employee shall be entitled within **sixty** (60) days to schedule such earned time off **on** the same basis as the vacation schedule.

- iii) A **maximum** of an additional ten (10) days may be taken at the Employer's discretion at a time **mutually** agreed to between the Employer and the Employee.
- iv) **Upon** request, **an** Employee may opt for payment in cash of any or all of their outstanding compensatory time **off**. Any compensatory time **off** remaining at the end of the **calendar** year **shall** be paid in cash.

ARTICLE 17. PAID HOLIDAYS

17.1 Paid Holidays

The following have been designated **as** paid holidays:

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

It is understood that Heritage Day shall be recognized **as** a designated paid holiday upon proclamation. Any other holiday proclaimed **as** a holiday by the Federal, Provincial, or Municipal Government for the locality in which **an** Employee is working **shall** also be a paid holiday.

An Employee may substitute up to **two** (2) **of** the designated paid holidays referred to in Article 17.1 with two (2) other **days**, with each other day designated by the Employee at least thirty (30) days before the earlier of **the** designated holiday and the day substituted therefor.

When **a** day is substituted for a designated paid holiday, the designated paid holiday must be identified, **and** the provisions of the Collective Agreement **pertaining** to the designated paid holiday will apply to the substituted day **as** if it were the designated paid holiday, and **shall** not apply to the **designated** paid holiday.

17.2 Holiday Falling on a Saturday or Sunday

For an Employee whose work week is from Monday to Friday, **and** when any **of** the above-noted holidays fall **on** a Saturday **and** **is not** proclaimed **as** 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 purpose of this Agreement.

17.3 Holiday Falling on a Day of Rest

- a) When a paid holiday falls on **an** Employee's day of **rest**, the Employee shall be entitled to a day **off** with pay in lieu. The scheduling of such lieu day shall be subject to Article 17.8.
- b) If an Employee **is** called **in** to work **on** the day designated **as** the lieu day pursuant to a) above, the Employee **shall** be compensated **as** described in Article 16.6 b).

17.4 Holiday Falling on a Scheduled Work Day

An Employee **who** works **on** a designated holiday which **is** a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day **off** in lieu of the holiday, except for Christmas and New Year's when **the** compensation **shall** be at the rate of double time and one-half for hours worked, plus a day **off** in lieu of the holiday. The scheduling of the lieu day **shall** be subject to Article 17.8.

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an Employee's basic pay, except if an Employee has been working in a higher paid position than their regular position for a majority of the Employee's four hundred and twenty (420) regular scheduled working hours immediately preceding their holiday, in which case she/he shall receive the higher rate.

17.8 Scheduling Lieu Days

Days off in lieu of paid holidays shall be scheduled by mutual agreement at the local level and taken within sixty (60) days following the paid holiday.

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

ARTICLE 18. ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

Definitions:

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

First Vacation Year - The first vacation year is the calendar year in which the Employee's first anniversary falls.

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

Vacation Years	Working Days Vacation
1st to 5th	15
6th	16
7th	17
8th	21
9th	22
10th	23
12th	24
13th to 15th	26
16th to 18th	27
19th	28
20th and after	30

Handwritten notes and calculations:

$$\frac{2}{3} \times 1 = \frac{2}{3}$$

$$\frac{3}{12} = \frac{1}{4}$$

$$\frac{3}{12} = \frac{1}{4}$$

$$\frac{3}{12} = \frac{1}{4}$$

$$\frac{6}{12} = \frac{1}{2}$$

$$\frac{6}{12} = \frac{1}{2}$$

$$\frac{5}{12}$$

$$\frac{4}{12}$$

b) The calendar year in which an Employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth (5th) anniversary falls shall be the fifth (5th) vacation year, in which the sixth (6th) anniversary falls the sixth (6th) vacation year, etc.

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c) **War Service**

Service with the Active Forces of the Crown during any **war** may be counted in the calculation for vacation leave entitlement after the Employee has completed one (1) years service with the Employer. **This** regulation applies solely to those who served as members of the Commonwealth **Forces**.

Duration of Wars

The recognized dates for duration of the following wars **are**:

World **War** 2 · from September 1, 1939 to June 30, 1947
Korean Conflict · from August 7, 1950 to July 27, 1953

Discharge certificates must **be** presented before war service is **recognized**. Any war service with H. M. Forces may be **added** to the period of service with the Employer for the purpose of computing the required service for additional vacation leave privilege.

Merchant Marine Service

Service **on** the **high** seas (deep sea) during World **War** 2 **may** be credited toward the **service requirement** for vacation leave purposes. Employees are required to submit **certified** records of their **deep** sea-time for assessment by the Employer.

- d) Conversion of **Hours** · **Where** an Employee is granted vacation pursuant to this Article, **and** where the regularly scheduled work day is greater than seven (7) hours **per** day, the **annual** vacation entitlement **shall** be converted to hours **on** the basis of a seven (7) hour day **and** deducted accordingly.
- e) Employees engaged on a part-time basis **shall** be **entitled** to annual vacation **on** a pro **rata** basis as above.

18.2 Vacation Earnings for Partial Years

- a) **During** the first and subsequent vacation years an Employee will **earn** one twelfth (1/12) of the **annual** entitlement for each month in which the Employee has received at least **ten** (10) days pay at straight time rates. **Where** an Employee **has** taken more vacation than earned **on** the foregoing basis, the Employer **shall** recover the **unearned** portion on December 31 of that year, or on termination.

18.3 Vacation Scheduling

- a) The scheduling and **taking** of vacation shall be **on** a calendar year basis.
- b) **An** Employee earns but is not entitled to receive vacation leave during the **first** six (6) months of continuous employment.
- c) Scheduling of vacations shall be subject to the provisions of Articles 18.10, 18.11, and 18.12.
- d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except **by** **mutual** agreement between the Employee and the Employer.

18.4 Vacation Pay

- a) **Payment** for vacation **will** be made at **an** Employee's basic pay, except if **an** Employee **has** been **working** in a higher paid position than their regular position for **a majority** of the Employee's **four** hundred and twenty (420) regularly scheduled **working** hours immediately preceding **their** vacation, in which **case** the Employee **shall** receive the **higher** rate.
- b) When a pay day falls during an Employee's vacation, the Employee **shall** be entitled to have the pay cheque forwarded to a mailing address supplied by the Employee in **writing**.

- c) An Employee shall be entitled, upon fourteen (14) days written notice, to receive **prior** to the commencement of a vacation, a payroll advance equivalent to the amount of any pay cheques issued during the vacation period.

18.5 Approved Leave of Absence with Pay During Vacations

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

18.6 Pre-Retirement Leave

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

- a) a special paid leave for a period equivalent to fifty per cent (50%) of the Employee's accumulated sick leave credit to be taken immediately prior to retirement, or
- b) a special cash payment of an amount equivalent to the cash value of fifty per cent (50%) of their accumulated sick leave credit to be paid immediately prior to retirement and based upon the Employee's current rate of pay.

18.7 Banked Vacation

- a) Employees may bank up to ten (10) days of their annual vacation entitlement from each calendar year, provided that an Employee's vacation bank does not exceed thirty (30) days.
- b) Banked vacation time if combined with other time off may be combined only with regular vacation and/or CTO. The continuous duration of combined time off shall not exceed sixty (60) working days.
- c) Employees who wish to take more than thirty (30) days off, shall inform the Employer one (1) year in advance. The Employer shall respond to the Employee's request within two (2) months.
- d) The scheduling of time off under this Article is subject to the operational requirements of the Employer.
- e) Time off taken under this Article shall be scheduled pursuant to Articles 18.11 and 18.12.
- f) An Employee shall not receive cash in lieu of banked or regular vacation except upon termination.

18.8 Call-Back on Vacation

- a) Employees who have commenced their vacation shall have the right to refuse call-back except in the case of extreme emergency.
- b) The Employee shall be reimbursed for all reasonable expenses incurred by the Employee on a call-back. Time necessary for travel in returning to their place of duty and returning again to the place from which the Employee was recalled shall not be counted against the Employee's remaining vacation entitlement.
- c) Compensation for call-back shall be made pursuant to Article 16.3.

18.9 Vacation Leave on Retirement

An Employee scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act, or under the System Act, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.10 Prime-Time Vacation Period

- a) Subject to the **provisions** of this Article, it is the intent of the Parties that **no** Employee shall be restricted in the time of year they choose to take their vacation entitlement. However, **all** Employees shall be allowed to take **at least four (4)** weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be **defined as the** prime-time vacation period.
- b) For **those** Employees **who** have more than four **(4)** weeks vacation entitlement, the Employer **shall make** every reasonable effort to allow such Employees to take their complete vacation entitlement during the **prime-time** vacation period **if** they **so** desire.

18.11 Vacation Preferences

- a) Preference in the selection **and** allocation of vacation time **shall** be determined within each **work** unit **on the basis** of service **seniority**. Where **an** Employee chooses to split their vacation, the Employee's second choice of vacation time shall be made only **after all** other Employees concerned have made their **initial** selection.
- b) Regular vacations shall have priority over banked vacation time during the **prime-time** vacation period.

18.12 Vacation schedules

- a) Vacation schedules **will** be circulated and posted by April 1 of each year.
- b) **An** Employee who does not exercise their seniority rights **within** two (2) weeks **of** receiving the vacation schedule **shall** not be entitled to exercise those rights **in respect** to any vacation time previously selected by **an** Employee with less seniority.
- c) **An** Employee who **voluntarily** transfers to another work location where the vacation schedule **has** already been completed **will** not be entitled to exercise their **seniority** rights with **respect** to that vacation schedule. However, every effort **will** be made to **grant** vacation at the time of the transferred Employee's choice.
- d) **An** Employee transferred by the Employer shall **maintain** their vacation period and **no** other Employee's vacation time shall be affected thereby.

18.13 Vacation Credits Upon Death

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

ARTICLE 19. SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY

Employees shall be entitled to coverage for short term **illness** and injury and long term disability in accordance with Appendix 1, which **will** be subject to review and **revision** during the period of this Agreement by negotiations **between** the Parties.

ARTICLE 20. SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- a) In the event of death in the immediate family, Employees shall be entitled to five **(5)** days special leave, at their **regular** rate of pay.

In order to accommodate **religious** or ethnic beliefs and practices, or travel requirements:

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- 1) leave not taken at the time of death shall be scheduled and taken within **six (6)** months of the date of death; and
 - 2) where ~~more~~ than five **(5)** days leave is requested, the approved additional leave, which will not be unreasonably withheld, **will either be** deducted from an Employee's vacation, flextime, CTO banks or lieu **banks**, or the Employee may elect to take the additional leave without pay.
- b) Immediate family is **defined** as the Employee's parent, grandparent, **grandchild**, spouse (including same gender), child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.
 - c) If **an** Employee is on vacation leave at the time of bereavement, bereavement leave granted **shall** not be **considered** vacation leave. The Employee **shall** be credited with the appropriate **number** of days vacation leave credit.
 - d) Bereavement leave will not be granted to an Employee who **is** on a leave of absence without pay.

20.2 Special Leave

- a) Article 20.2 is intended to provide paid leave to Employees in the case of emergency or special circumstances. These leaves are to be granted only when the Employee requires leave from work during their **normal** working hours.

An Employee *shall* be granted special leave at their **regular** rate of pay for the following events:

- i) **Marriage** of the Employee - one (1) day. **Two (2)** weeks notice is required for this leave.
- ii) Attend the Wedding of the Employee's Child - one (1) day. **Two (2)** weeks notice is required for **this** leave. Leave with pay will be granted only for day **on** which the wedding **occurs**.
- iii) **Birth** or Adoption of the Employee's **Child** - three (3) days. ✓
- iv) **Serious** Household or Domestic Emergency - up to **one (1)** day. Leave with pay will be granted only for day **on** which the emergency occurs and only while the emergency lasts.
- v) Moving Household Furniture and Effects - up to one **(1)** day. Two **(2)** weeks notice is required for this leave. Leave with pay **will** be granted only for day **on** which the move occurs and only while the move takes place.

To be eligible for **this** leave, **an** Employee must be maintaining a self-contained household and must be changing their place of residence which necessitates the moving of household **furniture** and effects during the Employee's normal **working** hours. The Employee may only claim **this** leave twice in a calendar year.

- vi) **Attend one's** own Formal Hearing to become a Canadian Citizen - one (1) day. Two (2) weeks notice is required for this leave. Leave with pay will be granted only for day on which the hearing **occurs**.
 - vii) Attend **funeral** as a ~~Pall-bearer~~ or Mourner - one-half (1/2) day. Leave with pay will be granted only for day on which the funeral occurs.
 - viii) ~~Court~~ appearance for Hearing of Employee's child - one (1) day. Leave with pay **will** be granted **only** for day on which the hearing occurs.
- c) The total leave **granted** under Articles 20.2, 20.3 and 20.11 **shall** not exceed seventy (70) **hours** per **calendar** year, unless additional **special** leave **is** approved by the Employer.

20.3 Family Illness

- a) **When an** Employee's dependent child is ill and when **no** one at the Employee's home other than the Employee **can** provide for the needs of the ill child, the Employee **shall** be granted, after notifying their supervisor, up to a **maximum** of two (2) days paid leave at any one time for this purpose.

- b) For ill family members, other than children, living with the Employee and **requiring** emergency care, **and** when no one, other than the Employee, can **care** for the ill family member, the Employee **shall** be granted, after **notifying** their supervisor, up to two (2) days paid leave for the purpose of **administering** the requisite care.
- c) **The** two (2) day maximum for each circumstance shall not be exceeded; however, the leave may be granted more **than** once for the same circumstance **within** a calendar **year**.
- d) The Employer may request a report **from** a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- e) ✓ The total leave granted **under** Articles 20.2, 20.3 **and** 20.11 **shall** not exceed seventy (70) hours per calendar year, **unless** **additional** special leave is approved by the Employer.
- f) Where **more than** two (2) days leave is requested for the purposes of a) or b) above, the approved additional leave, which not be unreasonably withheld, **will** either be deducted from the Employee's vacation, **flextime**, CTO banks or lieu banks, or the Employee may elect to take the additional leave without pay. If the Employee **has** less than two (2) days in their flextime bank the Employee may run **a** negative balance in the the bank of not not more than (2) days. If such negative balance or any part of it **remains** at the end of the calendar year an equivalent **amount of** time **will be** deducted **from** the the Employee's vacation entitlement.

20.4 Full-Time Union or Public Duties

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

- a) for Employees to **seek** election in a municipal, provincial, or federal election;
- b) for Employees selected for a full-time position with the **Union** or any body to which the **Union** is **affiliated** for a period **of** two (2) years;
- c) for Employees elected to a public office for a **maximum** period of five (5) years.

20.5 Leave for Court Appearances

- a) **The** Employer **shall** grant paid leave to Employees, other than **Employees on** leave without pay, who **serve as** jurors or witnesses in a court action, provided such court **action** is not **occasioned** by the Employee's private **affairs**.
- b) In cases where an Employee's private **affairs** have occasioned a court appearance, such leave to attend **a** court **shall** be without pay.
- c) **An** Employee in receipt of their regular earnings while **serving** at court shall remit to the Employer **all monies** paid to them by the court , except travelling and meal allowances not **reimbursed** by the Employer.
- d) Time spent at court by an Employee in their **official** capacity **shall** be at the Employee's regular rate of pay.
- e) **Court actions** arising from employment requiring attendance at court shall be **with** pay.
- f) In the event an accused Employee **is** jailed pending court appearance, such leave of absence shall be without pay.

20.6 Leave for Writing Examinations

Leave **of** absence **with** pay **shall** be granted to allow Employees time to write examinations for courses approved by the Employer.

20.7 Leave for Taking Courses

A regular Employee may be granted leave without pay, or leave with partial pay, to take courses in which the Employee wishes to enroll.

20.8 Educational Leave

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

- a) The duration of educational leave granted to regular Employees to take advanced or special training which will be of benefit to the Employee or the Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
- b) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the Employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the Employee and the Employer.
- c) Applications for educational leave for periods of four (4) months or longer must be submitted six (6) months prior to the beginning of the requested leave period.
- d) Applications for leave of periods of less than four (4) months should be submitted with as much lead time as practical.
- e) After consideration by the Employer, all applications for educational leave of four (4) months or longer shall be forwarded to the Education, Training, and Professional Development Committee for review, together with the decision of the department, no later than two (2) months from the date of submission. If the Education, Training, and Professional Development Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The Employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the Employee shall be given the reasons in writing by the Employer. If an Employee wishes to grieve the Employer's decision, the grievance shall commence at step 2 of the grievance procedure.
- f) An Employee granted educational leave under this Section shall receive up to one hundred (100%) percent of his basic salary.
- g) An Employee granted educational leave under this Section shall be required to sign a statement with a copy to the Employer to the effect that, on the completion of the training, the Employee will remain in the service of the Employer for a period equivalent to three (3) times the length of their educational leave multiplied by the percentage of basic salary.
- h) Should the Employee leave the service of the Employer before this period expires, the Employee shall refund to the Employer the total cost of the training including allowances and expenses on a pro rata basis.
- i) An Employee granted educational leave without pay shall be required to sign a statement to the effect that, on completion of the training, the Employee will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this section on a pro rata basis.
- j) For information purposes, the Employer agrees to supply the Education, Training, and Professional Development Committee with the budgeting allotment for education and skill upgrading by the Corporation for the ensuing year.
- k) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of Employees who make application.
- l) Termination of employment by the Employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this Article.

- m) If ~~an~~ Employee fails to return to work on the pre-arranged date without reasonable cause, the Employee shall be required to repay in full all monies paid under this Article.
- n) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the Employee's salary. It is the responsibility of the Employee to report all additional sources of support to the Employer.
- o) The Education, Training, and Professional Development Committee shall provide the Employer with the criteria for the evaluation of applications for educational leave and the amount of basic salary and allowances.

20.9 Elections

Any Employee eligible to vote in a federal, provincial, or municipal election, or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

20.10 General Leave

- a) The Employer may grant to an Employee, upon request, once every three (3) years, up to four (4) weeks leave of absence without pay. Such requests shall be in writing. Consent shall not be unreasonably withheld.
- b) **Notwithstanding** any provisions for leave in this Agreement, the Employer may grant leave of absence without pay to an Employee requesting such leave for emergency or unusual circumstances. Such requests shall be in writing. Consent shall not be unreasonably withheld.

20.11 Leave for Medical and Dental Care

- a) Reasonable time shall be granted for Employees to attend medical and/or dental appointments made for themselves or their dependent children.
- b) The leave specified in (a) shall only be granted when it is not possible to schedule these appointments outside of the Employee's regularly scheduled working hours.
- c) Employees in areas where adequate medical and dental care are not available shall be granted the necessary time, including travel and treatment time, to receive medical and dental care at the nearest medical centre for the Employee or for any of their dependents. The Employer may request a certificate from 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.
- d) The total leave granted under Articles 20.2, 20.3 and 20.11 shall not exceed seventy (70) hours per calendar year, unless additional special leave is approved by the Employer. Leaves of two (2) hours or less granted under Article 20.11 shall not be included in this seventy (70) hour limit.

20.12 Emergency Leave

Where an Employee's services are required by an authority empowered to place such a requirement on a private citizen, and where the Employee cannot lawfully refuse the requirement, leave from work as necessary shall be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

ARTICLE 21. MATERNITY AND PARENTAL LEAVE

21.1 Maternity and Parental Leave

An Employee shall qualify for maternity, parental, or adoption leave upon completion of the first six (6) months of the probation period. The length of time on such leave during the first twelve (12) months after hire shall be added to the probationary period.

- a) Upon request a pregnant Employee will be granted maternity leave without pay for a period of not more than six (6) months.
- b) An Employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child. The Employee shall have to furnish proof of adoption.
- c) An Employee shall be granted a parental leave without pay for up to fifteen (15) weeks following the birth or adoption of a child.
- d) An Employee who has been off on maternity or adoption leave is also entitled to the parental leave provisions as outlined.
- e) The Employer shall maintain coverage for medical, extended health, dental, group life, and long term disability, and shall pay the Employer's share of these premiums while the Employee is on maternity, parental, or adoption leave.

21.2 Maternity Leave Allowances

- a) An Employee who qualifies for maternity leave pursuant to Article 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the Employee must provide the Employer proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act. An Employee disentitled or disqualified from receiving unemployment benefits is not eligible for maternity leave allowance.
- b) Pursuant to the Supplementary Unemployment Benefit (SUB) Plan, the maternity leave allowance shall consist of:
 - i) Two (2) weeks at 85 percent (85%) of the Employee's basic pay;
 - ii) Fifteen (15) additional weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the Employee and 85 percent (85%) of the Employee's basic pay.

21.3 Parental Leave Allowance

- a) An Employee who qualifies for parental leave pursuant to Article 21.1, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the Employee must provide to the Employer, proof of application and eligibility to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act.
- b) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of the fifteen (15) weeks parental leave between them,
- c) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 21.3 b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the Employee and 75 percent (75%) of the Employee's basic pay.

21.4 Benefits on Return to Work

- a) On return from maternity, parental, or adoption leave Employees shall be placed in their former position or in a position of equal rank and basic pay.

- b) Notwithstanding Articles 18.1 a) and 18.7, vacation entitlements and vacation pay shall continue to accrue while an Employee is on maternity, parental, or adoption leave providing the Employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.7.
- c) Maternity or parental leave for Employees in the first six (6) months of their probationary period shall be in accordance with the Employment Standards Act.

21.5 Seniority Rights on Re-Employment

- a) An Employee who returns to work after the expiration of maternity or parental leave shall retain the seniority they had accrued immediately prior to commencing maternity leave and shall be credited with seniority for the period of time covered by the maternity leave.
- b) An Employee shall be deemed to have resigned on the date upon which their maternity leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

21.6 Extension of Maternity Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

21.7 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

ARTICLE 22. OCCUPATIONAL HEALTH AND SAFETY

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other Statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

22.2 Occupational Health and Safety Committees

- a) The Employer and the Union agree to establish Occupational Health and Safety Committees at appropriate locations. Occupational Health and Safety Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local Union representatives.
- b) Union representatives shall be appointed by the BC Government Employees' Union. These committees will meet, at regular intervals to be determined by the committees, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committees shall be sent to the Union and the Employer.
- c) Employees who are representatives of the Occupational Health and Safety Committees shall continue to receive the rate of pay they would have been receiving had they not been attending an Occupational Health and Safety Committee meeting.

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22.3 Unsafe Work Conditions

No Employee shall be disciplined for refusal to work on a job which in the opinion of:

- a) a member of an Occupational Health and Safety Committee, or
- b) a person designated by an Occupational Health and Safety Committee, or
- c) an Occupational Health and Safety Officer,

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

22.4 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 their shift, without deduction from sick leave.

22.5 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 Employer.

22.6 Pollution Control

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

22.7 Investigation of Accidents

The Occupational Health and Safety Committees, as provided in Section 22.2, shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of a fatality, the Employer shall immediately notify the President of the Union of the nature and circumstances of the accident.

22 Industrial First Aid

- a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- b) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- c) Where an Employee is required to possess an Industrial First Aid Certificate, an additional payment shall be granted to an Employee on the basis of the type of Industrial First Aid Certificate the Employee possesses, as follows:

Bi-weekly

Industrial First Aid Certificate Class A	\$40
Industrial First Aid Certificate Class B	\$33
Industrial First Aid Certificate Class C	\$28

22.9 Occupational Health and Safety Courses

The Occupational Health and Safety **Committee**, in consultation with the Workers' Compensation Board, shall develop training programs for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.

22.10 Working Hazards

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

22.11 Physical Fitness

With the knowledge that a program of physical fitness **will** improve the health, well being, and productivity of the Employees and will, therefore, also be to the benefit of the Employer, the **Union** and the Employer agree that the Sub-Committee **on** Physical Fitness shall be maintained **under** the Joint committee.

22.12 Safety Equipment

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

22.13 Ergonomics

- a) The Employer agrees to advise **and** consult with the Occupational **Health** and Safety Committee regarding **any** substantial changes to the **working** environment of the members of the **Bargaining** unit.
- b) The committee will be entitled to make recommendations **to** the Employer regarding such changes to the **working** environment.

22.14 Equipment Safety

The Employer will make every **effort** to provide the Occupational Health and Safety Committee with **information** regarding any equipment which, in the opinion of the committee or the Employer, could adversely affect the health and/or **safety of any** Employee.

22.15 Video Display Terminals

When Employees **are** required to monitor **video** display terminals which use cathode ray tubes, then:

- a) When a majority of an Employee's daily **work** time requires monitoring such video display terminals, such Employees shall have their eyes **examined** by **an** ophthalmologist of the Employee's choice at the **nearest** community where medical facilities are available prior to initial assignment to VDT equipment and, after **six** (6) months, a further test, and **annually** thereafter if requested. The examination **shall** be at the Employer's expense where costs are not covered **by** insurance. Where requested, the Employer **shall** grant leave of absence with pay.
- b) Employees who **are** required to operate VDTs on a continuous **basis** shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled **by** agreement at the local level.
- c)
 - i) Pregnant Employees **shall** have the option not to continue monitoring video display terminals which use cathode ray tubes.

- ii) **When** a pregnant Employee chooses not to monitor such video display terminals, if other **work** at the same **or** lower level **is** available within her headquarters **area**, the Employee **shall** be reassigned to such **work** and paid at their regular rate of pay.
- iii) Where work reassignment in **ii)** above **is** not available, a regular Employee will be **considered** to be **on** leave of absence without pay until they qualify for maternity leave.
- d) **Where** Employees **are on** leave of absence pursuant to c) above, and opt to maintain coverage for **medical**, dental, extended health, group life, and **long** term disability plans, the Employer will continue to pay the Employer's **share** of the required premiums.
- e) The Employer **shall** ensure **that new** equipment **shall**:
 - i) have adjustable keyboards and screens,
 - ii) meet radiation emission standards established by the Ministry of Labour.

The **Joint** Occupational Health and Safety **Committee** **shall** review and make recommendations to ensure that the lighting **and** the above standards recommended by the **Ministry** of Labour, Occupational Environment Branch, **as** outlined in the publication "Working With Video Display **Terminals**" **are being** met.
- f) The Employer shall **ensure** that any new **office** equipment purchased by the Employer required for use in conjunction with VDTs shall meet the **minimum** standards recommended by the **Canadian** Standards Association publication "**A Guideline on Office Ergonomics (CAN/CSA-Z412-M-89)**" or more **stringent** minimum standards if adopted by the CSA.
- g) The Employer **shall** require that any new Employer owned facility, or newly leased facility which requires substantial **renovations** for Employer's occupancy shall be designed to meet the **minimum** standards related to VDT use, referenced in this Article.
- h) The Employer **shall** **continue** to upgrade all existing equipment and facilities to meet the **minimum** standards referenced within this Article.

ARTICLE 23. TECHNOLOGICAL CHANGE

23.1 Advance Notice

Three (3) **months** before the introduction of any technological change which affects the rights of Employees, conditions of employment, **wage** rates, or work loads, the Employer **shall** notify the **Union** of the proposed change.

23.2 Commencing Negotiations

The Employer **and** the **Union** **shall**, within fourteen (14) days of the date of the notice, commence collective bargaining for the purpose of reaching agreement **as** to the effects of the **technological** change and in what way, if any, the Collective **Agreement** **should** be amended.

23.3 Arbitration

If the Employer **and** the **Union** fail to reach agreement in 23.2, the matter shall be referred to the grievance/arbitration procedure of this Agreement.

23.4 Income Protection

An Employee who **is** displaced from their job to another position in the Corporation by virtue of technological change will suffer **no** reduction in normal **earnings**.

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23.5 Transfer Arrangements

An Employee who is displaced from their job by virtue of technological change will be given the opportunity to fill other vacancies according to seniority subject to the Employee's ability to perform the work with adequate training.

23.6 Training Benefits

72/1

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present method of operation, such Employees shall, subject to the Employees' ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time not to exceed one year during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position.

23.7 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one year, the additional training time shall be a subject for discussion between the Employer and the Union.

ARTICLE 24. CONTRACTING OUT

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

ARTICLE 25. HEALTH & FARE

25.1 Basic Medical Insurance

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72/1/3

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

25.2 Extended Health Care Plan

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The Employer shall pay the monthly premium for regular Employees entitled to coverage under a mutually acceptable Extended Health Care Plan.

25.3 Dental Plan

72/1/3

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

- i) Part A, 100 per cent coverage;
- ii) Part B, 60 per cent coverage;
- iii) Part C, 50 per cent coverage.

b) An Employee is eligible for orthodontic services under Part C after twelve (12) months participation in the plan. Effective June 10, 1993, orthodontic services are subject to a lifetime maximum payment of ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,850) per patient.

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4 Group Life

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- a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an Employee's annual salary, with a SIXTY-FIVE THOUSAND DOLLARS (\$65,000) minimum. The Employer shall pay one hundred (100%) of the premium on the SIXTY-FIVE THOUSAND DOLLARS (\$65,000) base and the Employee shall pay the premium for any insurance over SIXTY-FIVE THOUSAND DOLLARS (\$65,000).
- b) All regular Employees of the Corporation shall, as a condition of employment, participate in the group life plan referred to in Article 25.4 a) and shall complete a premium deduction authorization form, except the following Employees:

Any Employees who were public servants immediately prior to appointment to the Corporation and who were exempted from participation in the group life insurance plan by Virtue of the Memorandum of Understanding number seven (7) between the Public Service Commission and the British Columbia Government Employees' Union dated November 14, 1975.

- c) The Group Life Plan shall include the following provisions:

- Loss of both hands or feet - the principal sum
- Loss of one hand and one foot - the principal sum
- Loss of sight of both eyes - the principal sum
- Loss of one hand or one foot and sight of one eye - the principal sum
- Loss of one hand or one foot - one-half the principal sum
- Loss of sight of one eye - one-half the principal sum

26/11

- d) In the event of death or disability incurred while travelling by aircraft on business of the Employer, Employees will be covered by the terms and conditions of the Employer's blanket insurance policy.

The amounts specified in the policy will be paid to Employees in the case of disability, and in the case of death, to the Employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary to the Employee's estate.

Coverage shall commence from the place of employment or residence, whichever may last occur, and returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized. The existing benefits of air travel insurance will not be decreased during the life of this Agreement.

- e) Employees shall have the option to purchase additional group life insurance. / -
- f) The Employer and the Union agree to implement an Advanced payment program for the terminally ill. This plan will be agreed to by Joint Committee.

25.5 Workers' Compensation Board

Where a regular Employee is on a claim recognized by the Workers' Compensation Board, while the Employee was on the Employer's business, the Employee shall be entitled to leave, at their regular rate of pay, up to a maximum of one hundred and thirty (130) days for any one (1) claim. Where an Employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

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5. Unemployment Insurance

Unemployment insurance coverage will be provided during the life of this Agreement for regular and auxiliary Employees who are eligible for such coverage under the provisions of the Unemployment Insurance Act.

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25.7 Medical Examination

Where the Employer ~~requires an~~ Employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.8 Legislative Changes

If the premiums paid by the Employer for any Employee benefit covered by this Agreement are reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the Employees, as may be mutually agreed between the Parties.

25.9 Employee Assistance Plan

2012 / The Corporation shall provide an Employee Assistance Program, accessible to all Employees and members of their immediate family pursuant to Memorandum of Understanding 11.

25.10 Health and Welfare Plans

Summaries of the medical, dental, extended health, group life, and air travel insurance plans shall be made available to Bargaining Unit members.

ARTICLE 2 WORK

26.1 Protective Clothing

The Employer shall provide adequate protective clothing where the need arises.

This shall normally include smocks, laboratory coats, or coveralls where the Employee's clothes may be soiled due to the work situation.

26.2 Union Label

Upon depletion of existing stocks, all clothing issued by the Employer shall bear a recognized union label.

26.3 Maintenance of Clothing

It shall be the Employer's responsibility to ensure that clothing issued is properly cleaned, maintained, and repaired. The Employer shall bear all costs of such cleaning, maintenance, and repairs.

ARTICLE 27. PAYMENT OF WAGES AND ALLOWANCES

27.1 Pay Equity

12/12 There shall be a formal job evaluation process through which jobs of comparable worth to the Corporation shall receive comparable wages.

27.2 Pay Days and Method of Payment

Employees shall be paid bi-weekly with pay days being every second Thursday. When a pay day falls on an Employee's day of rest, the Employer agrees to issue the Employee's pay cheque on the last shift worked prior to the pay day, provided the cheque is available. If the cheque is not available on the pay day, the Employer shall arrange for the Employee to be provided with an adequate advance on their salary.

27.3 Rates of Pay

- a) Employees **shall** be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, **subject** to Article 27.7.
- b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be **confidential**.
- c)
- i) Effective June 1, 1992 a general wage increase of Eighty Cents (.80) per hour for **all** pay grades.
- ii) Effective June 1, 1993 a general wage increase of two and nine tenths percent (**2.9%**) for **all** pay grades.
- d) The rates of pay **are** recorded in Appendix 2.

27.4 Substitution Pay

- a) **When an Employee** temporarily substitutes in or **performs** the principal duties of a higher-paying position, the Employee **shall** receive the rate for the job where a single rate is established. If a **salary range** is established the Employee shall receive the **minimum** rate of the **new salary** range **or** the rate **in** the new **salary** range which is the **minimum** of 6 percent (6%) above the Employee's current rate, whichever is greater, but not more than the top of the new salary range. Employees **on** sick leave, **special** leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to **substituting** in a higher position.

Substitution pay is not payable when **an** Employee **has** not been designated by the Employer to substitute, or where **an** Employee's current position normally requires periodic substitution in the **higher** position as defined in **the** functional job description.

- b) Where **substitution** in a higher position is required, it **will** be allocated **on an** equitable basis.
- c) When temporary vacancies require **auxiliary staffing** this **shall** be done, wherever possible, by providing **internal** staff the opportunity to substitute into the temporary vacancy.

Rate of Pay - Promotion or Demotion

- a) When **an** Employee is promoted to a higher-paying position in the **salary** schedule, the Employee **will** receive the rate for the position if a single **salary** or, in the case of positions **on a** **salary** range, **will** receive the rate in the **salary** range which is the **minimum** of six percent (6%) above their previous rate, or the **minimum** of the new range, whichever is greater, but not more than the **maximum** of the new **salary** range.
- b) **When an** Employee is demoted, the Employee shall receive the rate for the position if a **single salary**. If a **salary range** is established, the **maximum** reduction **shall** be to a **maximum** of six percent (6%) below their previous rate, but where the differential between the Employee's **salary** before demotion and the **maximum** salary of the lower position is greater **than** six percent (6%), the new **salary** shall be the **maximum** of the new position.

27.6 Pay on Temporary Assignment

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

27.7 Re-evaluation of Positions

- a) **When an** Employee's position is re-evaluated to a higher level in the **salary** schedule, the Employee will receive the new rate for the position if a single **salary**. In the case of positions **with a** **salary** range, the Employee will receive the rate in the **salary** range which is a **minimum** of 6 percent (6%) above

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

- b) If an Employee's position is changed to one with a lower salary range though **no** fault of their own, the Employee **shall** receive 50 percent (**50%**) of the negotiated salary increase applicable to the Employee's new classification. The Employee shall receive the **full** negotiated salary increase when the maximum salary of their classification **equals** or exceeds the salary which the Employee is receiving. If **an** Employee's position is evaluated to a lower salary range, the Employer **will** attempt as **soon** as possible to replace the Employee in another position evaluated at the **higher** salary level.

27.8 Vehicle Allowance

- a) Vehicle allowances for **all** distances travelled **on** the Employer's business **shall** be paid to Employees who **use** their **own** vehicles in the performance of their duties.
- b) The vehicle allowance **shall** be as follows:

Effective date of ratification	32 cents per km
Effective 01 August 1993	34 cents per km
- c) The allowance shall cover distance to and **from** the Employee's place of residence only when the Employee is required to have their vehicle at work for use in the performance of their duties.

27.9 Meal Allowance

- a) Employees **on** travel status away from their headquarters shall be entitled to a meal allowance for each meal.
- a) The Meal Allowances shall be:

Breakfast	\$ 8.00	✓
Lunch	\$ 9.50	
Dinner	\$18.00	

27.10 Isolation Allowance

If Employees **are** required to work in an isolated area, they shall be **paid** an isolation allowance in accordance with a formula devised by the Joint Committee.

27.11 Transportation for Employees

- a) Transportation **will** be provided to Employees who **are** required to work other than their normal working hours, and who must travel to or **from** their homes during the hours between 11:00 pm and 6:00 am.
- b) **Upon** presentation of a receipt, **an** Employee **shall** be reimbursed for the cost of commercial transportation.

27.12 Upgrading Qualifications

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

27.1: Public and Private Accommodation Allowance

Employees on travel status who require overnight accommodation shall be entitled to one of the following:

- a) Public Accommodation Allowance - The Employer shall arrange and provide lodging in a hotel, motel, or other facility commonly used by the Corporation. The Employee will be entitled to a single accommodation.
- b) Private Accommodation Allowance - When the Employee elects private accommodation in a private domicile, the Employee shall be entitled to a reimbursement at the rate of **TWENTY DOLLARS** (\$20.00) per day.

27.14 Relocation Expenses

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with the attached Appendix 3, which shall be subject to review and revision during the period of this Agreement by negotiations between the Parties.

27.15 Payment to Dependents on Death

Where an Employee dies while in the employ of the BC Systems Corporation, the following amounts shall be paid to the dependent or dependents of the Employee:

- a) if the Employee has completed one (1) continuous year in the Corporation,
 - one (1) months salary;
- b) if the Employee has completed two (2) continuous years in the Corporation,
 - two (2) months salary;
- c) if the Employee has completed three (3) continuous years in the Corporation,
 - three (3) months salary;
- d) if the Employee has completed four (4) continuous years in the Corporation,
 - four (4) months salary;
- e) if the Employee has completed five (5) continuous years in the Corporation,
 - five (5) months salary;
- f) if the Employee has completed six (6) or more continuous years in the Corporation,
 - six (6) months salary.

Length of service credit in Article 11 shall also be credited for payments pursuant to this Article.

27.16 Retirement Allowance

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Upon retirement from service, an Employee who has completed twenty (20) years of continuous service, and who, under the provisions of the Public Service Superannuation Act or the System Act, is entitled to receive a superannuation allowance or pension on such retirement, is entitled to an amount equal to the Employee's salary for one (1) month, and, for each full year of service exceeding twenty (20) years, but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of their monthly salary. Length of service credited in Article 11 shall also be credited for payments pursuant to this Article.

27.17 Salary Rate Upon Employment

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

27.18 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) three (3) ~~minute~~ telephone ~~call~~ home for every night they are away.

27.19 Hourly, Daily, and Partial Month Calculations

a) **Hourly-Rated Employees:**

The rate of pay for Employees that are normally paid by the hour is shown in Appendix 2.

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the Employee's daily shift by the hourly rate.

b) **Salary Rated Employees - Partial Pay**

The formula for paying a partial months salary to Employees is as follows:

$$\text{Adjusted Monthly Salary} = \frac{(\text{Hours Worked} + \text{Paid Holidays}) \times \text{Monthly Salary}}{\text{Hours Scheduled} + \text{Paid Holidays}}$$

paid holiday = seven (7) hours

27.20 Optional Benefits Fund

The Optional Benefits Fund is a FIVE HUNDRED DOLLAR (\$500.00) benefit payable to all regular Employees of the BC Systems Corporation. The benefit is to reimburse Employees for some of the expenses incurred relating to benefit enhancements, general health, or career development. Examples of this are childcare, home computers, and fitness memberships. The benefit is calculated on a fiscal year basis and is pro-rated for part-time employment and/or partial years of employment. Employees will receive payment once every fiscal year. In compliance with Revenue Canada regulations, this payment will be taxed at source. The Optional Benefits Fund is not part of the base salary.

27.21 Expenses Within Headquarters Area

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

27.22 Pay Cheques

Upon written request, Employees may elect to have their cheques deposited in any chartered bank or credit union in the province of British Columbia on pay day if the bank or credit union is on a direct deposit system. If the bank or credit union is not on a direct deposit system, the Employee may elect to have the cheque mailed to any chartered bank or credit union in the province of British Columbia.

27.23 Supply and Maintenance of Equipment

A regular Employee shall not suffer any loss in salary in the event that the Employee cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies, or by reason of power failures or other circumstances occurring at the place of work.

27.24 Weekend Travel Allowance

Employees on travel status between Victoria and Vancouver shall, at the Employee's option, be returned home for each weekend at the expense of the Employer, provided that the Employer is not held responsible for any expenses other than the direct cost of the means of travel which will be the most expedient means chosen by the Employer.

27.25 Child Care Expenses

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- a) Where an Employee is requested or required by the Employer to attend a course outside their headquarters or geographic location, such that the Employee incurs additional child care expenses, the Employee shall be reimbursed for the additional child care expense up to \$50.00 per day upon production of a receipt.
- b) Where an Employee, who is not on leave of absence, attends a course approved by the Employer outside the Employee's normal scheduled work day such that the Employee incurs additional child care expenses, the Employee shall be reimbursed for the additional child care expense up to \$25.00 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- c) Reimbursement in a) or b) shall only apply where no one else at the Employee's home can provide the child care.
- d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

ARTICLE 28. CLASSIFICATION AND RECLASSIFICATION

28.1 Classification and Salary

The Employer shall supply the President of the Union or the designate with the position classification and salary charts for use in the Bargaining Unit.

28.2 Job Evaluation Plan

- a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.
- b) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Article 28.3.
- c) The Employer may update position descriptions and classification guide charts where it does not change the relative value of a position. When revised position descriptions and classification guide charts are issued by the Employer, copies will be filed with the President of the Union.

28.3 Classification and Salary Assignments

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- a) When a new or substantially altered position category covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay for the new or substantially altered position category within ten (10) days of their first meeting or such other period as agreed by the Parties, the Employer may

implement the classification and attach a **salary**. The matter may then be referred to a Board of Arbitration pursuant to **Article 9** of this Agreement. The new rate of pay shall become effective on a date agreed upon by the Parties or as determined through the arbitration procedure.

- b) When a new position category is to be covered by this Agreement, the Employer will give written notice to the Union thirty (30) days prior to the time the position category is to be established. Negotiations shall commence fourteen (14) days after written notice is received to deal with the rate of pay for the position category.

4 Position Evaluation

An Employee shall have the right to appeal, through the Union, the classification of the position the Employee occupies.

- a) If an Employee believes that the position they occupy is improperly evaluated, the Employee shall discuss the evaluation with their immediate supervisor. A written statement of the current duties and responsibilities of the position is required for the evaluation request.
- b) The supervisor shall, upon request, provide the Employee with a written statement of duties and responsibilities within twenty-one (21) days.
- c) The Human Resources Branch, upon receipt of a formal request for a position evaluation, shall give an evaluation of the position, complete with a written rationale, within thirty (30) days of the request. Where the Human Resources Branch is unable to meet the requirement of thirty (30) days, the time limit may be extended by mutual agreement.
- d) If there remains a dispute respecting either the statement of duties and responsibilities or the evaluation of the position, the Employee may initiate a formal appeal by completing a "Classification Appeal Form" and forwarding it to the Joint Job Evaluation Committee within thirty (30) days of the step c) response.
- e) The Joint Job Evaluation Committee shall meet and attempt to resolve the dispute within thirty (30) days of the receipt of the Classification Appeal Form.
- f) If there remains a dispute following step e) of the procedure, either the Union or Management may refer the dispute, within thirty (30) days, to a referee from the Employer and a referee from the Union, who shall attempt to finalize the classification. This meeting shall occur within sixty (60) days after the matter is referred to the referees.
- g) If the referees fail to resolve the dispute within sixty (60) days after the matter has been referred to them, the Union or Management may submit the matter, within thirty (30) days, to an independent mediator appointed by agreement of the parties. The mediator shall make a final and binding decision in accordance with the procedures agreed to by the parties for this purpose.
- h) Where a position is re-evaluated, the rate of pay for the position shall be effective the date of the request in step c) of the procedure.

In addition, at the recommendation of the parties, the mediator may schedule an informal hearing (mediation session) and make a recommendation based on any documentation received and/or oral arguments prior to any formal hearing. The recommendations of the mediator at the informal hearing shall not be binding on either party.

28.5 Elimination of Present Position Category

No existing position category shall be eliminated except by agreement with the Union,

4.6 Job Evaluation

The Parties agree that each will appoint two (2) people to a Job Evaluation Committee.

- a) The duties of the Job Evaluation Committee will be:

- i) to formulate the job **evaluation** plans used **within** the Bargaining Unit;
 - ii) to receive **any proposal** regarding changes to **position** descriptions and classification **guide** charts and to reach agreement on the evaluation of the **position** affected;
 - iii) to **facilitate** the orderly **introduction** and implementation of new **position** descriptions and classification **guide** charts;
 - iv) to refer to the Job Evaluation Review Committee for consideration a **position description** where the Committee is not **unanimous** whether it is covered, or is not covered by the **existing** classification **guide** charts;
 - v) to develop a handbook outlining the procedures to be followed **for** the **maintenance** and review of the Job **Evaluation Plan**. The handbook **shall explain** the Job Evaluation **Plan** and state the **benchmarks** used;
 - vi) to develop new classification **guide** charts for **positions** referred to the principals pursuant to **Article 28.3**;
 - vii) to review **matters referred to it under Article 28.4 d**);
 - viii) to **report** as required to the Job Evaluation Review Committee.
- b) The operating **procedures** of the Job Evaluation **Committee** will be:
- i) alternating **chairpersons**;
 - ii) **chairperson** for meeting to prepare agenda;
 - iii) **submissions to agenda should be made** at least two **(2)** days prior to the **meeting**;
 - iv) if one **side** chairs the **meeting**, the other **side** takes minutes;
 - v) minutes **will** be circulated **prior** to the next meeting; minutes from the previous meetings will be **signed** at the **start** of the next **meeting**;
 - vi) minutes **to be circulated** within seven (7) calendar days **after meeting**;
 - vii) if **agreement has** been reached in committee, these **recommendations** are referred to the Job Evaluation Review Committee.

28.7 Job Evaluation Review Committee

The terms of **reference** for the Job Evaluation Review Committee *shall* be:

- a) to review and direct **the** work of the Job **Evaluation** Committee, including **referrals** under Article **28.6**;
- b) to **ensure** all position description and classification **guide** charts are reviewed at least **once** within each **three (3) year period**;
- c) to **settle** differences referred to it by the Job **Evaluation** Committee.

ARTICLE 29. JOINT COMMITTEE:

29.1 Establishment of Joint Committee

A Joint **Committee** shall be established **composed** of members equal in number representing the Employer and the **Union**. The **minimum size** of this committee shall be two **(2) Union** representatives and two **(2) Employer** representatives and the maximum size shall be four **(4) Union** representatives and four **(4) Employer** representatives. **This** committee may call upon additional persons for technical **information** or **advice**. The committee may establish ad hoc **committees** as it **deems necessary** and shall set **guidelines** and operating **procedures** for such committees.

29.2 Meetings of Committees

- a) The Joint Committee **shall** meet at the call of either party at a mutually agreeable time and place.
- b) The minutes of all Joint Committee **Meetings** shall be distributed to all members of the **Committee** within seven (7) working days following the **meeting**.
- c) Employees **shall** not suffer any loss of basic pay for time spent on this committee.

29.3 Chairperson of Committees

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

29.4 Responsibilities of Committee

The committee **shall** not have **jurisdiction** over **wages** or any other **matter** of **collective bargaining including the administration of this Agreement**. The committee shall not supersede the activities of any other **committee** of the **Union** or of the **Employer** and **shall** not have the **power** to bind either the **Union** or its **members** or the **Employer** to any decisions or conclusions reached in **their discussions**.

The committee **shall** have the power to make recommendations to the **Union** and the **Employer** on the following general matters:

- a) reviewing matters, other than grievances, relating to the **maintenance** of **good relations** between the Parties;
- b) correcting conditions **causing** grievances and misunderstanding;
- c) to **act as a Screening Committee** pursuant to Articles 12.7 and 12.8 of this Agreement;
- d) to **act as a Joint Advisory Committee** pursuant to Appendix 1 ~~Part~~ 3 of this Agreement;
- e) to **act as a Job Evaluation Review Committee** pursuant to **to** Article 28.7 of this agreement.

AR 30. SECONDMENT

30.1 Definition

Secondment is a process by which the Employer may assign an Employee to another agency, board, society, commission, or Employer.

30.2 Notice of Secondment

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

30.3 Provisions of BCGEU Agreement to Apply

The provisions of the applicable current Union-Employer Collective Agreement will apply to seconded Employees. The agency, board, society, **commission**, or Employer to which the Employee is seconded will receive written notice of this Article and will be provided with a copy of the Agreement.

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

The **Employer** will **inform** the Employee of the Employer's representative **designated** to handle grievances at the **second** step. Where a **seconded** Employee has a grievance and their supervisor is not employed by the Corporation, the Employee will discuss the grievance **with** their supervisor. **Failing resolution, the**

Employee may submit a written grievance through a Steward nominated by the **Union** to the second step of the grievance procedure.

ARTICLE 31. AUXILIARY EMPLOYEES

31.1 Letter of Appointment

An **auxiliary** Employee shall receive a letter of appointment clearly **stating their** employment **status** and **expected** duration of employment.

I Seniority as Applying for Regular Positions

- a) **Auxiliary Employees** who have completed thirty (30) working days in a **fifteen** (15) month period, as outlined in Article 31.2 b), will be recognized as **in-service** applicants **when** applying for appointment to **regular positions**.
- b) **Subject** to Article 31.4, an **auxiliary** Employee who **has** worked thirty (30) days **within the fifteen** (15) month period **immediately** prior to application for a **regular position**, or an **auxiliary** Employee who is on lay-off status and who **has worked** thirty (30) days **within the fifteen** (15) month period prior to being laid off, will have their length of service as an **auxiliary** Employee **recognized** in accordance with Article 12 of **this** Agreement.

31.3 Seniority

- a) **For the purpose of lay-off and recall, an auxiliary** Employee who **has worked** in excess of thirty (30) days shall accumulate **service** seniority within a **seniority** unit **on the** basis of:
 - i) all hours worked at the straight time rate;
 - ii) designated **paid** holidays or days **off** in **lieu** in accordance with Article 31.10 of **this** Agreement;
 - iii) **annual** vacation in accordance with Article 31.11 b) of **this** Agreement;
 - iv) all hours an Employee who is on a **Workers' Compensation** Board claim would have worked if the Employee **had** not been injured and had been able to stay on the job.

The total hours above shall be converted to a seven (7) hour shift to establish seniority. Upon completing thirty (30) working days (seven (7) hour shifts), an auxiliary Employee's **seniority** shall include the accumulated thirty (30) working days.

- b) **Subject** to Article 31.4 of **this** Agreement, an Employee shall **retain their** service **seniority** if they are relocated by the Employer from one **seniority** unit to **another**.
- c) **There shall be two** (2) separate **seniority** units for auxiliary Employees for the purposes of **this** Article. **They are:**
 - i) **Vancouver Services Area,**
 - ii) **Victoria Area.**
- d) A current service **seniority** list shall be **posted in the seniority** unit by **December 31, March 31, June 30 and September 30**. Upon request, a copy of the service **seniority** list shall be provided to the **Chairperson**.

31.4 Loss of Seniority

An **auxiliary** will lost **their** service seniority when:

- a) they are terminated for **just** cause;
- b) they voluntarily terminate or abandons their **position**;

- c) **they are on lay-off for more than nine (9) months;**
- d) **they are** unavailable or decline two (2) offers of re-employment in which the duration **and** nature of work is reasonably **similar** to that which **he** carried out prior to **lay-off**;
- e) ~~the~~ Employee becomes a regular Employee **before** completing six **(6)** months **as an auxiliary** Employee.

31.5 Lay-Off and Recall

- a) Lay-off of auxiliary Employees shall be by classification series in **reverse** order of seniority **within a seniority Unit as defined** in Article 31.3 c).
- b) Auxiliary Employees on lay-off shall be recalled in order of **seniority** **within** a seniority unit by classification series providing **the auxiliary** Employee is qualified to carry out **the work which** is available.
- c) **Notwithstanding** Article 31.5 a), auxiliary Employees hired for **seasonal** work or a term certain shall be laid **off** upon completion of **the season or term** and shall be subject to **recall** procedures in accordance with Article 31.5 b).
- d) Auxiliary Employees hired for special **projects**, as mutually agreed between the Employer **and the Union**, or **auxiliary** Employees hired under the auspices of the **Ministry of Labor's Special Employment Programs**, shall be **considered terminated** for cause in accordance with Article 31.4 a) of this Agreement upon completion of their **project or program**.

31.6 Application of Agreement

- a) **Except as otherwise noted** in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and **25** of this Agreement do not apply to **auxiliary** Employees. The provisions of **other** articles of this Agreement apply to **auxiliary** Employees except **an otherwise** indicated.
- b) Time spent at court by **an auxiliary** Employee in **an official** capacity shall be at **their** regular rate of **pay**.
- c) **Court** actions arising **from** employment which require **an auxiliary** Employee's attendance at court shall be with pay.
- d) Any **auxiliary** Employee who is eligible to vote in a federal, provincial, or municipal election, or a **referendum** shall have four **(4)** consecutive clear **hours** during the hours in which the polls are open in which to **cast** their ballot.
- e) **Auxiliary** Employees shall be entitled to **the** provisions of Article 20.1, Bereavement **Leave**; however, such leave shall be without pay.

31.7 Health and Welfare

In lieu of **health and welfare** benefits, auxiliary Employees shall receive compensation of **fifty** cents (\$.50) **per working** hour, up to a maximum of **THIRTY-FIVE DOLLARS** (\$35.00) per bi-weekly pay period.

31.8 Weekly Indemnity

Article 31.7 **will** not apply when an Employee is receiving benefits **under** Article 31.8.

- a) The provisions of **this** Article will not apply to auxiliary Employees who **are either**:
 - i) **enrolled full time** as a student of a day **school**, college, or a university, or
 - ii) employed **under** employment incentive programs **financed through** public funds.

- b) Sickness indemnity shall be available to auxiliary Employees who are employed for thirteen (13) weeks continuously with a minimum of twenty-three (23) hours per week. In the auxiliary Employee's fourteenth (14) and subsequent weeks of continuous employment, where the Employee has worked the aforesaid minimum, the Employee shall be eligible for benefits for each period of illness to a maximum of fifteen (15) weeks at two-thirds of pay, not to exceed the U.I.C. maximum weekly sickness benefit.

Where there is a partial week of absence and partial week of work, the Employee's weekly pay will not be less than the Unemployment Insurance Commission maximum weekly sickness benefit.

- c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15) day of illness.
- d) Full benefits will be reinstated:
- i) in the case of new illness one (1) month after the return to active employment of that person following a previous illness;
 - ii) in the case of the recurrence of an illness three (3) months after the return to active employment of that person following the previous occurrence of the illness.
- e) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the lay-off or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks, except that benefits will cease on the effective date of a scheduled lay-off or separation if the illness occurs two (2) months (or less) before that lay-off or separation, provided that notice of the lay-off or separation was given prior to the occurrence of the illness.
- f) The benefits described in this Article shall not be available to an Employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- i) who is not under the care of a licensed physician;
 - ii) whose illness is occupational and is covered by Workers' Compensation;
 - iii) whose illness is intentionally self-inflicted;
 - iv) who is ill during an unpaid leave of absence;
 - v) whose illness results from service in the Armed Forces;
 - vi) whose illness results from riots, wars, or participation in disorderly conduct;
 - vii) who is ill during a period of paid vacation;
 - viii) whose illness is sustained while is committing a criminal offense;
 - ix) who is engaged in an employment for a wage or profit;
 - x) who is ill during a strike or lock-out at the place where the Employee was employed if that illness commences during the strike or lock-out;
 - xi) who is serving a prison sentence.
- g) The Parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

31.9 Medical, Dental, and Group Life

- a) Auxiliary Employees will be eligible for coverage under Articles 25.1, 25.2, 25.3, and 25.4 after completion of one thousand eight hundred twenty-seven (1827) hours worked in a fifteen (15) month period. Such auxiliary Employees receiving benefits under Article 31.9 will not receive the forty cents (\$.40) per hour under Article 31.7, but will receive instead sixteen cents (\$.16) per hour in lieu of

other health and welfare benefits. The sixteen cents (\$.16) per hour will continue to be paid when such Employees are receiving benefits under 31.8.

- b) An auxiliary Employee will become disentitled to coverage under a) above when the Employee loses their seniority in accordance with Article 31.4 a), 31.4 b), 31.4 c), or 31.4 d).
- c) The Joint Committee will determine the administrative feasibility of covering long term auxiliary Employees with the short term and long term disability plans referred to in Article 19 of this Agreement,
- d) Auxiliary Employees qualified under a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the lay-off occurs by paying the premium themselves.
- e) When an auxiliary Employee on lay-off who has previously qualified under a) above and has not become disentitled under b) above is recalled, the Employee shall immediately be entitled to the benefits under a) above.

31.10 1 Paid Holidays

- a) Auxiliary Employees who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday. This section shall not apply to Employees who have been terminated and are not on lay-off status.
- b) An auxiliary Employee who is qualified in a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular Employees in the same situation, as outlined in Article 17 of this Agreement.

31.11 Annual Vacation

- a) An auxiliary Employee will be entitled to receive vacation pay at the rate of 6 percent (6%) of their regular earnings. Auxiliary Employees shall receive the unused portion of vacation pay upon termination or at December 31 of the year in which the vacation was earned.
- b) An auxiliary Employee scheduled for full time work and who has completed six (6) months of employment will be entitled to opt for vacation entitlement in accordance with the vacation scheduling provisions of this Agreement.
- c) Subsection b) of the Article shall not apply to auxiliary Employees employed for the purpose of vacation relief during the prime-time vacation period.
- d) Auxiliary Employees shall be covered by the provisions of Article 18.4 b) and 18.4 c).

31.12 Auxiliary List

The Employer agrees to provide the President of the Union with the name, position, department, date of hire, and nature of appointment of all auxiliaries employed by the Employer.

31.13 Eligibility Requirements for Sick Leave

Auxiliary Employees will qualify for short term illness and injury plan (STIIP), Articles 20.1, 20.2, 20.3, 20.4, 20.5, 20.9, 20.11, and Article 21 as follows:

- a) An Employee will be entitled to benefits under this Article after completion of one thousand eight hundred twenty-seven (1827) hours worked in a fifteen (15) month period.
- b) An auxiliary Employee will cease to be entitled to coverage when they:
 - i) fail to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21.

- ii) loses their seniority in accordance with Article 31.4 a), b), c), or d).
- e) Benefits will not be paid on lay-off except as provided in Appendix 1, Section 1.11.
- d) **Auxiliary** Employees on lay-off or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the Employee completed at least one-half (1/2) of a scheduled work day or shift.)
- e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the three (3) month period immediately preceding absence due to illness.

31.14 Conversion to Regular

Auxiliary Employees who have worked one thousand eight hundred twenty-seven (1827) hours worked in a fifteen (15) month period and who are employed for work which is of a continuous full time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

31.15 Students

- a) A student is an auxiliary Employee who is employed for a specific term, either as a part of a program of a recognized post secondary educational institution or between academic terms while continuing to be registered at such an institution.
- b) A student is covered by the terms and conditions of this collective agreement as they apply to auxiliary Employees with the following exceptions:
 - i) a student does not accrue service or seniority and is not eligible for conversion to regular status pursuant to Article 31.14;
 - ii) a student, on completion of their work term, is considered to be terminated for cause, and is not eligible for layoff or recall;
 - iii) a student is not eligible for the weekly indemnity provisions of Article 31.8;
 - iv) a student is not eligible for the training allotment pursuant to Article 32.7; and
 - v) A student is not eligible to accumulate hours in a flex bank.
- c) A student will be employed in a classification series and at a pay level agreed to by the Parties.

ARTICLE 32. EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT

32.1 Purpose

Both Parties recognize that improved equipment, methods, and procedures create changes in the structure of the work force. In particular, the nature of the Employer's business, data processing, is a field of endeavour characterized by a rapid rate of introduction of technology.

The Parties also recognize the need to provide Employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In addition, the Parties recognize the North America-wide nature of the data processing industry and that many courses and seminars of high calibre are held outside of the Employer's headquarters area.

In recognition of these facts, this Article sets forth the conditions for job training, career education, and professional development for all Employees.

32.2 Definitions

- a) **MANDATORY EDUCATION** is education deemed by the Employer to be a condition of the job. This ~~shall include all education and training pursuant to Article 23.~~
- b) **RECOMMENDED EDUCATION** is education which is not ~~mandatory to~~ the job, but is deemed by the Employer to be of **significant** benefit to the Employee ~~in~~ the performance of their current duties or in the pursuit of the Employee's career development.
- c) **SUPPORTED EDUCATION** is education which is neither ~~mandatory to~~ the job nor of ~~significant benefit to the Employee's current position or the Employee's career development,~~ but is deemed by the Employer to enhance the Employee's value to the Employer.
- d) **EDUCATION STATUS** Employees participating in education programs as defined in a) and b) above, including conferences and **seminars**, will be deemed to **be** on education status.

Except as otherwise provided for in this Article, time required for travel to and from the course, course preparation, and evening assignments ~~will not be~~ reimbursed to Employees who are on education status.

32.3 Education, Training, and Professional Development Committee

- a) The Parties agree that the **Education, Training, and Professional Development Committee** shall be established to **review** and make recommendations regarding the terms ~~and~~ conditions of this Article and Articles 20.6, 20.7, and 20.8. ~~Such recommendations will be made to the Joint Committee pursuant to Article 29.~~
- b) The ~~committee shall~~ be comprised of members equal in **number** representing ~~the~~ Employer ~~and the Union.~~ The **exact** composition of the committee ~~shall be~~ established by the Joint **Committee**.
- c) The committee ~~shall~~ establish **terms** of reference for its operation that shall be submitted to the Joint **Committee** ~~for~~ approval.
- d) The ~~committee shall~~ meet at the call of either party.
- e) The minutes of all committee ~~meetings shall be distributed to all members of the committee within seven (7) working days following the meeting.~~
- f) Employees shall not **suffer** any loss of basic pay for ~~time~~ spent on this committee.

32.4 Mandatory Education

- a) The Employee ~~shall~~ be deemed to be at **work** but on education status while ~~taking mandatory education; however,~~ travel ~~time~~ outside of **normal** working hours will be reimbursed at straight ~~time~~ rates.
- b) Travel, tuition, entrance, **registration**, laboratory, ~~and~~ course ~~material~~ fees shall be paid by the Employer.
- c) For the purposes of Article 23, Technological Change, the Employee ~~shall be deemed to be at work and not on education status.~~

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32.5 Recommended Education

- a) The Employee shall be deemed to be at work but on education **status** while taking recommended education.
- b) Travel, tuition, entrance, **registration**, laboratory, and course material **fees** shall be paid by the Employer.

32.6 Supported Education

- a) Educational leave for supported education shall be granted as specified in Article 20.8.
- b) Tuition fees for supported education shall be reimbursed by the Employer at seventy-five (75%) percent.
- c) Termination of employment will nullify any obligation of assistance by the Employer.

32.7 Training Allotment

Except as otherwise provided for in this Agreement, the Employer shall provide up to five (5) days training each calendar year, when requested by the Employee or required by the Employer. Additional training may be provided at the Employer's discretion.

32.8 Organization Fees

The Employer shall pay for one membership in a work-related organization or society which the Employee joins. The Education, Training, and Professional Development Committee shall maintain a list of acceptable organizations and societies.

32.9 In-Service Examination

Employees shall be permitted to write any in-service examination required by the Employer upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

32.10 Conferences and Seminars

The Employer recognizes the benefits of having Employees attend conferences and seminars of a specialized nature in their respective fields. To this end, if prior approval is received, the Employer agrees to pay all reasonable expenses for an Employee to attend a conference or seminar.

Approval shall be given on a fair and equitable basis, shall be consistent with the needs of the Corporation, and shall not be unreasonably withheld.

It is understood that Employees attending conferences and seminars are on education status.

32.11 Technical Equipment or New Methods

Where an Employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the Employee may attend such demonstrations, conferences, or seminars upon approval of their application by the Employer. Employees shall suffer no loss of regular salary as a result of such attendance.

32.12 Hardware and Software User Group Attendance

- a) The Employer agrees to provide a minimum of one hundred (100) days attendance per fiscal year, effective 01 April 1993, at functions such as NCC, GUIDE, SHARE, and INTERGRAPH. A substantial portion of the one hundred (100) days would be available for working group attendance. The Employer will provide a list of appropriate user groups. The Education, Training, and Professional Development Committee may make recommendations towards the modification of the list of hardware and software user group functions.

- b) The **Education, Training,** and Professional Development Committee *shall* establish procedures to determine ~~specific~~ attendance based ~~on~~:
 - i) attendance **shall** be granted ~~on~~ a **fair and** equitable basis;
 - ii) notwithstanding i), attendance as a working group ~~member~~ shall be consistent with requirements set forth by the applicable organizations for working group members;
 - iii) notwithstanding i), attendance shall be consistent with the stated technological **goals** of the Employer.
- c) The Employer **shall** fund attendance at these functions ~~as~~ recommended education.
- d) Attendance at these functions *shall* be in addition to the training allotment provided for in Article 32.7.
- e) The Education, Training and Professional Development Committee ~~shall~~ have the authority to increase or ~~decrease the~~ one **hundred** (100) days minimum attendance per **fiscal** year.

ARTICLE 33. GENERAL CONDITIONS

33.1 Child Care Committee

The Employer **and** the **Union** agree to establish a Joint **Committee** to investigate the availability and/or establishment of facilities and equipment for child care centres for children ~~of~~ Employees **covered** by this Agreement.

33.2 Parking

The Employer **and** ~~the~~ **Union** agree that there ~~shall be no~~ change in parking regulations **and** policies except by ~~mutual~~ agreement of the Parties. A joint Employer-Union parking **committee** shall ~~be~~ established to **study the** matter of Employee parking **and** make recommendations to the ~~Parties~~.

33.3 Tools and Equipment

The Employer shall supply **all** tools **and** equipment required by Employees in ~~the~~ performance of their duties.

33.4 Comprehensive Insurance

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

33.5 Indemnity

a) **Civil Actions**

Except where the Joint ~~Committee~~ considers that there **has** been **flagrant** or willful negligence **on** the part of **an** Employee, ~~the~~ Employer **agrees** not to seek indemnity against ~~an~~ Employee **whose** actions result in a judgment against the Employer. **The** Employer **agrees** to pay **any** judgment **against** an Employee arising out of the performance of **their** duties. The Employer **also** **agrees to** pay any legal costs **incurred** in the **proceedings** including those of the Employee.

b) **Criminal Actions**

Where an Employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the Employee shall be reimbursed for reasonable legal fees.

- c) At the option of the Employer, the Employer may provide for legal services in the defense of any legal proceedings involving the Employee (so long as no conflict of interest arises between the Employer and the Employee) or pay the legal fees of Counsel chosen by an Employee.
- d) In order that the above provisions shall be binding upon the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the Employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - i) when the Employee is first approached by any persons or organization notifying the Employee of intended legal action against them; or
 - ii) when the Employee themselves requires or retains legal counsel in regard to the incident or course of events; or
 - iii) 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; or
 - iv) when information first becomes known to the Employee in the light of which it is a reasonable assumption that the Employee would conclude that the Employee might be the object of legal action; or
 - v) when the Employee receives notice of any legal proceeding of any nature or kind.

33.6 Payroll Deductions

An Employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.

33.7 Political Activity

a) Municipal and School Board Offices

Employees may seek election to municipal and school board offices provided that:

- i) The duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an Employee covered by this Agreement.
- ii) There is no conflict of interest between the duties of the municipal or school board office and the duties of the Corporation position.
- iii) Where the Municipal Council the School Board or Committees of the Council or Board hold meetings during the Employee's normal working hours, the Corporation shall grant leave without pay to attend such meetings.
- iv) Where leave without pay is granted to attend Committee meetings, such leave shall be in accordance with Article 20.10 and provided that such leave shall not exceed 1/2 shift per week.
- v) The Employee shall provide at least one (1) week's written notice to the Corporation.

Where municipal council or school board meetings are held during the Employee's normal working hours, the department shall grant leave without pay to attend such meetings.

b) Federal and Provincial Offices

There are no restrictions other than the oath of office on Employees engaging in political activities on their own time as campaign workers. If an Employee is nominated as a candidate for election,

the Employee shall be granted leave without pay in accordance with Article 20.4 a) to engage in the election campaign. If elected, the Employee shall be granted leave of absence in accordance with Article 20.4 c). If not elected, the Employee shall be allowed to return to her/his former position.

33.8 Copies of Agreements

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to Employees.

33.9 Travel Advance

Regular Employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

33.10 Corporate Reorganization or Transfer of Employees Out of the Bargaining Unit

The Corporation agrees that it is a policy of the Corporation to endeavour to maintain the job security of its Employees and, for the purpose of carrying out this policy, the Corporation agrees that it will consult with the Union as soon as the Corporation is aware of the decision which will result in any one or more of the following:

- a) A decentralization of the functions of the BC Systems Corporation; or
- b) the transfer of Employees of the Corporation to any other Employer, which shall be deemed to include a move as a result of contracting out; or
- c) a significant reduction in the number of persons employed by the Corporation.

It is agreed as a matter of policy that the Corporation will endeavour to retain the Employee in their current position classification should relocation be necessary, and the Corporation will do all possible to relocate the Employee with the maximum lead time and to a location of his preference.

It is further agreed that should an Employee and their position be transferred to another Employer, that Employee would have the right for two (2) years following their transfer date to preferential consideration in any application that that Employee may care to make for a return to a vacant position in their previous classification and location and upon return shall retain all rights in respect of previous services.

It is further agreed that an Employee relocated to another location (which is greater than twenty (20) miles from the previous location) within the Corporation will similarly have the right to preferential consideration for two (2) years following their transfer date in any application an Employee may make to return to their previous location and classification in a vacant position, or to a vacant position within their previous classification at the current location.

33.11 Personal Duties

It is understood by both Parties that work not related to the business of the Corporation should not be performed on the Employer's time.

To this end, it is agreed that an Employee will not be required to perform duties of a personal nature for supervisory personnel.

Where an Employee directly involved feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

33.12 Positions Temporarily Vacant

- a) The Employer agrees that, except in the case of emergency, **an** Employee's work load **will** not be **increased as a result** of positions being temporarily vacant due to illness, vacation, leave of absence, or **any** other reason.
- b) In **such instances**, the Employer shall give regular Employees the opportunity to substitute in **higher** paying positions and arrange for staff replacements at the lowest paying **category**.

33.13 Entertainment Expenses

When Employees have **occasion** to entertain persons not employed by the Corporation in the course of their duties, **they shall**, subject to prior approval, be reimbursed for reasonable expenses.

33.14 Confidentiality

Since **Section 19** of the **System Act** requires **strict confidentiality** of **information** to which Employees have access **and** sets out **penal** provisions and possible **dismissal** for the breach of **such confidentiality** by Employees, it is agreed that the Corporation may **require** any Employee to execute, as a condition of employment, a covenant or **oath** in respect of the **confidentiality** of information **and** material **used** by the Corporation.

33.15 Legal Services Plan

At **such time** as the Government Employee Relations Bureau **and** the BC Government Employees' Union complete their **Legal Services Plan feasibility** study and, subsequently, implement a plan, the Corporation will participate in the aforementioned plan on the same basis as the government.

ARTICLE 34. PART-TIME EMPLOYMENT

34.1 Definitions

PART-TIME EMPLOYEE

An Employee **who** is regularly **scheduled** to work less than **an** average of thirty-five (35) hours per week.

PART-TIME AGREEMENT

An agreement made at the request of a full-time Employee to regularly work less than **thirty-five** (35) hours per week.

PART-TIME POSITIONS

Positions established by **the** Employer as requiring less than thirty-five (35) hours per week.

34.2 Application of Collective Agreement

Except as **otherwise** provided in this Article, the **provisions** of the collective agreement shall apply to part-time Employees. Should there be a conflict **between** provisions of this Article and another provision of the agreement, this Article shall apply.

34.3 Overtime, Flextime and Seniority

Article 16.10 will apply for overtime, **Article 14.9** will apply for flextime **and** Article 11.1 will apply for seniority.

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34.4 Part-Time Agreements

Where operational requirements permit, the Employer may agree to an Employee's request for part-time work. The agreement will specify the working schedule, which may include any day of the week and which, except as otherwise provided in this collective agreement, shall not exceed seven (7) hours per day or an average of thirty-five (35) hours per week.

The Employee will retain the right to increase their regular hours of work up to and including reversion to full time, with permission of the Manager, on thirty (30) days notice to the manager. Where such an increase in hours will affect another Employee's hours of work, the change will not occur before the other affected Employee has had thirty (30) days notice.

The Employer will retain the right to increase the scheduled hours per day and days per week up to and including reversion to full time on thirty (30) days notice to the Employee affected.

34.5 Part-Time Positions

Where the Employer has established a part-time position and awarded that position to either a new hire or current Employee, the letter of offer will specify the standard working schedule, including hours per day and days per week, and the duration of the part-time status, if known.

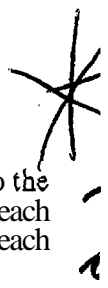
Such Employees do not have the right to increase the scheduled hours without the agreement of the manager.

The Employer will retain the right, to increase the scheduled hours per day and days per week up to and including full time on sixty (60) days notice to the Employee affected.

34.6 Employee Benefits

Benefits for part-time Employees will be affected as follows:

- a) Medical Services Plan: will be fully covered with the Employer paying the premium.
- b) Extended Health and Dental: will be fully covered with the Employer paying the premium.
- c) Group Life Insurance: maximum coverage of SIXTY-FIVE THOUSAND DOLLARS (\$65,000) of insurance with the Employer paying the premium.
- d) Short Term Illness and Injury plan: will be pro-rated as follows:
 - i) For those Employees working fewer than the standard hours of work per day the STIIP entitlement will be the established part-time daily hours;
 - ii) For those Employees working fewer than the standard days of work per week the STIIP entitlement will be for only those days that are established by the part-time arrangement as normally being worked.
 - iii) For those Employees whose part-time arrangement combines fewer than the standard hours of work per day and fewer than the standard days of work per week the STIIP entitlement will be the combination of i) and ii) above.
- e) Long Term Disability (LTD) Plan: Employees must work a minimum of half time to be eligible. This benefit is on the basis of time worked, i.e. the Employee receives sixty-eight and three-tenths percent (68.3%) of earnings up to TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100) per month and fifty percent (50%) above TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100) per month.
- f) Superannuation: is pro-rated for service, i.e. half time Employees must work two (2) years to earn one (1) year of pensionable service. Deduction at normal percentage of earnings matched by Employer.



- g) **Statutory Holiday Pay:** is pro-rated on an annual basis to the same degree as part-time hours to the standard weekly hours. The entitlement is converted to hours and allotted pursuant to each Employee's own part-time arrangement. The pro-ration will be re-checked at the end of each calendar year.
- h) **Annual Vacation Entitlement:** is a pro-rated portion of the Employee's full-time annual vacation entitlement. The entitlement is converted to hours and allotted pursuant to each Employee's own part-time arrangement. The pro-ration will be re-checked at the end of each calendar year.
- i) **Annual Vacation Carry-over:** is a pro-rated portion of the vacation carry-over limit specified in Article 18.7.

35. TERMS OF AGREEMENT

35.1 Duration

This Agreement shall be binding and shall remain in effect to midnight September 30, 1994

35.2 Notice to Bargain

- a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 1, 1994.
- b) Where no notice is given by either party prior to June 30, 1994, both Parties shall be deemed to have been given notice under this Section on June 30, 1994, and, thereupon, Article 35.3 of this Agreement applies.

35.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 35.2 of this Agreement, the Parties shall, within ten (10) days after the notice was given, commence collective bargaining.

35.4 Changes in Agreement

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

35.5 Agreement to Continue in Force

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

35.6 Effective Date of Agreement

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

35.7 Industrial Relations Act

The Parties hereby agree to specifically exclude the operation of Section 66 (2) of the Industrial Relations Act.

35.8 Notices

All notices not specifically referred to in this Agreement will be deemed to be properly served if delivered by registered mail to the President of the Union, in respect of the Union, and to the President of the Corporation, in respect of the Corporation.

SIGNED ON BEHALF OF THE UNION.

Jon Peeters

Judi Malthus

John Mullane

Robyn Rose

Martin Webb

Jane Stewart

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

Dick Lester

Doug Ausman

John (Jack) Harvey

Peter James

Karen Barr

David Lane

Lari Mitchell

10th day of 1993

Appendix 1. SHORT AND LONG TERM DISABILITY

1.1 Part I - Short Term Illness and Injury Plan

1.2 Eligibility

- a) Regular Employees *shall be* covered by the Short ~~Term~~ Illness and Injury Plan upon completion of **six (6)** months of active service with the Employer.
- b) Regular Employees with less than **six (6)** months of service who are unable to work because of illness or injury **are** entitled to **six (6)** days coverage at **full** pay in any one calendar year.
- c) ~~Regular~~ Employees with three (3) months but less than **six (6)** months of service will be entitled to **fifteen (15) weeks** (seventy-five (75) work days) of coverage, **consisting** of the above **six (6)** days, or what **remains** of the **six (6)** days entitlement, at **full** pay, and the remainder of the **fifteen (15)** weeks at two-thirds of pay, not to exceed a ~~maximum~~ weekly benefit of **TWO HUNDRED TEN DOLLARS (\$210)** or the **UIC** ~~maximum~~ weekly sickness benefit, whichever is higher.
- d) Notwithstanding a), b), and c) above, where a **regular** Employee is **an** a claim recognized by the Workers' Compensation Board while the Employee was **on the** Employer's business, the Employee *shall be* entitled to leave at their regular rate of pay up to a **maximum** of one hundred and **thirty (130)** days for any one claim in lieu of benefits as outlined in section 1.3. In **such** cases, the **compensation** payable by the Workers' Compensation Board **shall be remitted** to the Employer.
- e) Pay for a **regular** part-time Employee under this plan *shall be* based **on** their part-time percentage of full-time employment at date of present appointment. 7.

1.3 Short Term Plan Benefit

- a) In the event **an** Employee is unable to work because of illness or **injury**, the Employee will be entitled to a benefit of seventy-five percent (**75%**) of pay for a period not to exceed **six (6)** months from date of absence. In any one calendar year, the first **six (6)** working days of absence from work due to **illness** or **injury** will be paid at one **hundred** percent (100%) of pay. Employees who exhaust **all** or part of their **six (6)** working days entitlement at one hundred percent (100%) of pay in a **calendar** year **will** have it reinstated in the following calendar year upon return to **work**. 74
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- b) Employees who **have** accumulated **sick** leave credit under the old **sick leave** plan will have **their** accumulated sick leave **credits frozen**, but **will** supplement **their** seventy-five percent (**75%**) of pay benefit **under the** new plan by using twenty-five percent (**25%**) of a day's accumulation under the old **sick leave** plan for each day of absence under the **new** plan.
- c) The seventy-five percent (**75%**) benefit may be supplemented in quarter-day (**1/4**) increments, **beginning on** the **seventh (7th)** working day of continuous absence due to **illness** or **injury**, by use of only the following in descending order
 - i) Accumulated sick leave credit under the old **sick** leave plan;
 - ii) Compensatory Time ~~Off~~ (CTO);
 - iii) Banked Flex Time;
 - iv) Vacation Entitlement.

1.4 Recurring Disabilities

- a) Employees **who** return **to** work after being absent **because** of illness or **injury**, and within five (5) consecutive scheduled days of work **again** become unable to **work** because of the **same** illness or injury, **are considered** to still be within the original Short Term Plan period as **defined** in Section 1.3 a).
- b) Employees **who** return to work after being absent because of illness or **injury and** within five (5) consecutive scheduled days of work **again** become unable to work because of a new illness or injury unrelated to the **illness** or **injury** that caused the previous **absence**, shall be **entitled to a further six (6) months** period of benefits under **this plan**.
- c) Employees who return to work after **being** absent because of illness or injury, **and** after working five (5) or **more** consecutive scheduled days of work, **again** become unable to work because of the same illness or injury **will** be entitled to a further six (6) month period of benefits **under this plan**, except **as** provided in d) below, where the **Short Term Plan period shall** continue to be **as** defined in Section 1.3 a).
- d) Where **an** Employee is returning to **work after a period of** illness or injury **and** where the **Screening Committee has** approved **such return on a trial basis** for assessment and/or rehabilitation purposes, **the Short Term Plan period shall** continue to be **as** defined in **Section 1.3 a)**. **Such trial period must** be approved **during the period** the Employee is receiving **short term** benefits; however, the end of the **trial period can go** beyond the Short Term Plan benefit period.
- e) Employees who return to work **after a period of** illness or **injury** and who do not work the same number of hours that were **scheduled** prior to the illness or **injury** shall receive pro-rated benefits **under this plan**, however, not **beyond six (6) calendar months** from the initial date of absence **as defined** in **Section 1.3 a)**, if absence is due to the **same illness or injury**.

1.5 Doctor's Certificate of Inability to Work

The Employer may require **an** Employee who is unable to work because of **illness or injury to** provide a statement **from a medical practitioner qualified** to practice in the province of BC, or **from** the consulting physician to whom the Employee **was** referred by the medical practitioner, providing medical evidence of the Employee's inability to work in any of the following circumstances:

- a) where it **appears** that a pattern of consistent or frequent absence from work **is** developing;
- b) **where** the Employee **has been** absent for six (6) consecutive scheduled **days** of work;
- c) where at least thirty (30) days have elapsed since the last statement **was** obtained **and** the Employee **has been in receipt** of plan benefits **throughout that** period.

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

1.6 Integration With Other Disability Income

Short term benefits will be reduced by all other **disability** income benefits to which the absent Employee **is entitled**, except disability income **which was** being received prior **to** the illness or injury resulting in the Employee **being absent from work, and which is** unrelated to the **illness or injury causing** the current absence, **and** the 1/4 day accumulation from the old sick leave plan that is **being used** to supplement the new plan. Other disability income benefits **will** include:

- a) any amount the absent Employee receives **from any group insurance**, wage continuation, or pension plan of **the Employer**:

- b) any amount of disability income provided by any compulsory **act** or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with **Section 1.2 d)**;
- c) **any periodic benefit payment from the** Canada or Quebec **pension** plan or other **social security plan** of any **country**.
- d) This **section** does not apply to a war disability **pension** paid **under an Act** of the Governments of **Canada or** other Commonwealth countries.

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

- i) one hundred percent (100%) of pay, or
- ii) the applicable **benefit percentage** of the **individual's** average total **monthly** income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. **Where** provision ii) is to apply, the Employee **will** be required to provide satisfactory evidence **of their** total monthly income,

1.7 Benefits Not Paid During Certain Periods

Benefits will not be paid when **an** Employee **is**:

- a) receiving **designated** paid holiday pay;
- b) engaged in **an** occupation for wage **or** profit;
- c) **on strike** or is locked out **unless the** strike or lock-out occurred **after** the illness or **injury** resulting **in the** Employee being absent from work;
- d) **-serving** a prison sentence;
- e) **on suspension** without pay;
- f) **on paid absence** in the **period** immediately preceding retirement;
- g) **on any** leave of **absence** without pay.

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

- i) educational leave;
- ii) **general** leave of absence not exceeding **thirty (30) days**;
- iii) maternity leave,

which **prevents** the Employee **from** returning to work **on** the scheduled date of return, the **Short Term Plan will be effective from** the date of disability due to illness or injury **and** benefits will be paid for the balance of the six (6) month period **remaining from** the scheduled date of return to work. **For** maternity leave, the **intention is no** coverage for **normal** pregnancy.

1.8 Employee to Inform Employer

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

1.9 Entitlement

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time Employees and partial days will be on a pro-rated basis.

1.10 UIC Premium

The Parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.11 Benefits Upon Lay-off or Separation

- a) Subject to b) and c) below, regular Employees who have completed three (3) months of service and who are receiving benefits pursuant to 1.2 c), 1.2 d), or 1.3 shall continue to receive such benefits upon lay-off or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of lay-off or separation is given after the commencement of the illness for which benefits are being paid.
- b) In the event that lay-off or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay-off or separation only if the illness commenced within two (2) months of the effective date of the lay-off or separation.
- c) Benefits will continue to be paid in accordance with 1.11 a) for which notice of lay-off or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the lay-off or separation.

1.12 Part II - Long Term Disability Plan

1.13 Eligibility

- 2/20
9/25
10/100
- a) Regular full-time Employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the plan, a regular part-time Employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have Completed six (6) months active service in such a position.
 - b) An Employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the Employee returns to active employment.
 - c) Coverage in the plan is a condition of employment.

1.14 Long Term Disability Benefit

In the event an Employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the Employee has been totally disabled for six (6) months, including periods approved in Sections 1.4 a) and c), the Employee shall be eligible to receive a monthly benefit as follows:

- a) While the Employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 1.18 will not apply.

b) Effective June 10, 1993, when an Employee has no sick bank, or after it is exhausted, the Employee shall receive a monthly benefit equal to the sum of:

i) Effective upon ratification sixty-eight and three-tenths percent (68.3%) of the first TWENTY-ONE HUNDRED DOLLARS (\$2,100) of monthly earnings; and

ii) Fifty percent (50%) of the monthly earnings above TWENTY-ONE HUNDRED DOLLARS (\$2,100).

71'
06 895

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- c) The Long Term Disability benefit payment will be made so long as an Employee remains totally disabled in accordance with Section 1.15, and will cease on the date the Employee recovers, or at the end of the month in which the Employee reaches age 65, or resigns, or dies, whichever occurs first.
- d) An Employee in receipt of long term disability benefits will be considered an Employee for purposes of superannuation and will continue to be covered by group Me, extended health, dental, and medical plans. Employees will not be covered by any other portion of a Collective Agreement but will retain the right of access to a Screening Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- e) When an Employee is in receipt of the benefit described in b) above, contributions required for benefit plans in d) above and contributions for superannuation will be waived by the Employer.
- f) An Employee engaged in rehabilitative employment with the Employer and who is receiving partial long term disability benefit payments will have Contributions required for benefit plans in d) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

1.15 Total Disability

- a) Total disability, as used in this plan, means the complete inability because of an accident or sickness of a covered Employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, Employees able by reason of education, training, or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupations at date of disability will not be considered totally disabled and will, therefore, not be eligible for benefits under this Long Term Disability Plan.
- b) Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an Employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor in order to continue to be eligible for benefit payments.

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

c)

- i) If an Employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the **regular** monthly benefit from this plan will be reduced by twenty-five **percent (25%)** of the Employee's **earnings from** such rehabilitative employment. In the event that income from rehabilitative employment **and** the benefit paid **under** this plan exceed eighty-five percent (**85%**) of the Employee's **earnings** at date of disability the benefit from this plan will be further reduced by the excess amount.

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

The rehabilitative employment of a disabled Employee will continue until such time as the Employee's **earnings** from rehabilitative employment **exceed** eighty-five percent (**85%**) of the Employee's earnings at the date of disability but in no event for more than **twenty-four (24)** months from the date benefit payments commence.

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

- ii) In the event that an Employee has **been classified as** totally disabled for **all** occupations **and engages** in approved rehabilitative employment, the provisions of i) above apply except that the rehabilitative employment may continue for **twenty-four (24)** months from the date rehabilitative employment commenced.
- iii) In the case **where** rehabilitative employment has been approved while an Employee is receiving a benefit under the provisions of **Section 1.14 a)**, the provisions of **Section 1.15 c) i)** shall not apply **until** the Employee is **receiving** a benefit under **Section 1.14 b)**.

1.16 Exclusions From Coverage

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

- a) **war, insurrection, rebellion, or service in the armed forces of** any country **after** commencement of this plan;
- b) **voluntary participation in a riot or civil commotion** except while an Employee is in the course of performing the duties of her/his regular occupation;
- c) **intentionally self-inflicted injuries or illness;**
- d) **pregnancy, childbirth, miscarriage, or abortion** except severe complications following termination of **pregnancy;** (Intention is **no coverage** for normal pregnancy.)
- e) a disability **known** to the Employer **and** which **was** specifically taken into account **by** the Employer at time of hiring.

1.17 Pre-existing Conditions

An Employee shall not be entitled to Long Term Disability benefits from this plan if the Employee's total disability resulted from an accident, sickness, or mental or nervous disorder with respect to which medical treatment, services, or supplies were received in the ninety (90) day period prior to the date of hire unless the Employee has completed twelve (12) consecutive months of service after the date of hire during which time he has not been absent from work due to the aforementioned accident, sickness, or mental or nervous disorder with respect to which medical treatment, services, or supplies were received. This section does not apply to present Employees who immediately prior to appointment with the Corporation were continuously employed as Public Service Employees since April 1, 1977.

1.18 Integration With Other Disability Income

In the event a totally disabled Employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused the Employee to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by one hundred percent (100%) of such other disability income. Other disability income shall include, but not necessarily be limited to:

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

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

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

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

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

1.19 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this plan, an Employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that Employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this plan.

In the event the period during which such an Employee has returned to work is less than six (6) months and the Employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this plan as though the Employee had not returned to work.

Should such an Employee suffer a subsequent disability that is unrelated to the previous disability, and provided the period during which the Employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the Employee shall be entitled to benefit payments in accordance with the provisions of this plan. If the period during which the Employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled Employee shall be entitled to benefit payments in accordance with the provisions of this plan.

1.20 Cessation of Plan Coverage

An Employee shall cease to be covered by this plan at the earliest of the following dates:

- a) on the date that is six (6) months prior to their 65th birthday;
- b) on the date of commencement of paid absence prior to retirement;
- c) on the date of termination of employment with the Employer.

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

1.21 Leave of Absence

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

1.22 Benefits Upon Plan Termination

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

1.23 contributions

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

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1.24 Waiver of Contributions

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

1.25 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer.

In the event a covered Employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the Employee may arrange to have her/his claim reviewed by a Claims Review Committee composed of three (3) medical doctors, one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this plan shall be sent to the plan administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the plan.

Where an Employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the Employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an Employee will continue to be covered by group life, extended health, dental, and medical plans.

1.26 Physical Examination

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

1.27 Canadian Currency

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

1.28 Administration

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

1.29 Implementation by Regulation

The provisions of this Plan shall become part of the Collective Agreement between the Parties and will be implemented by regulation.

1.30 Benefit Level

- a) Persons receiving benefits on February 1, 1989 will have the benefit level increased by five and one-half percent (5.5%) provided they were continuously in receipt of benefits since February 1, 1988.
- b) Persons receiving benefits on February 1, 1990 will have the benefit level increased by five and one-half percent (5.5%) provided they were continuously in receipt of benefits since February 1, 1989.

1.31 Part III - Joint Advisory Committee

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

Appendix 2. CLASSIFICATION BY SALARY RANGE GROUP

Range 1	Clerk 1 Student Operator	Range 6	Technician4 Operator 3 Administrator 2 Analyst 2 Business Representative 2
Range 2	Clerk 2	Range7	Technician 5 Operator 4 Administrator 3
Range 3	Clerk 3 Technician 1 Operator 1		Analyst 3 Business Representative 3
Range 4	Clerk 4 Technician2 student Programmer	Range8	Administrator 4 Analyst 4 Business Representative 4
Range 5	Technician 3 Operator 2 Administrator 1 Analyst 1 Business Representative 1	Range 9	Administrator 5 Analyst 5 Business Representative 5

2.1 Classification by Salary Range Group

SALARY SCHEDULE

Effective June 1, 1992

GRADE	POINTS	HOURLY	BI-WEEKLY	ANNUAL
1	136-190	\$ 12.85	\$ 899.50	\$ 23,476.95
		13.31	931.70	24,317.37
		13.81	966.70	25,230.87
		14.29	1,000.30	26,107.83
2	191-244	14.34	1,003.80	26,199.18
		14.80	1,036.00	27,039.60
		15.29	1,070.30	27,934.83
		15.75	1,102.50	28,775.25
3	245-298	15.79	1,105.30	28,848.33
		16.26	1,138.20	29,707.02
		16.74	1,171.80	30,583.98
		17.22	1,205.40	31,460.94
4	299-352	17.24	1,206.80	31,497.48
		17.77	1,243.90	32,465.79
		18.31	1,281.70	33,452.37
		18.84	1,318.80	34,420.68
5	353-406	<u>18.87</u> <i>Base</i>	1,320.90	34,475.49
		19.99	1,371.30	35,790.93
		20.31	1,421.70	37,106.37
6	407-460	20.34	1,423.80	37,161.18
		20.96	1,467.20	38,293.92
		21.58	1,510.60	39,426.66
7	461-514	21.60	1,512.00	39,463.20
		22.43	1,570.10	40,979.61
		23.28	1,629.60	42,532.56
		24.12	1,688.40	44,067.24
8	515-568	24.17	1,691.90	44,158.59
		25.04	1,752.80	45,748.08
		25.90	1,813.00	47,319.30
9	569-622	25.93	1,815.10	47,374.11
		26.68	1,867.60	48,744.36
		27.46	1,922.20	50,169.42
10	623-676	27.47	1,922.90	50,187.69
		28.34	1,983.80	51,777.18
		29.19	2,043.30	53,330.13
		30.05	2,103.50	54,901.35

11	677-730	28.75	2,012.50	52,526.25
		29.72	2,080.40	54,298.44
		30.68	2,147.60	56,052.36
		31.65	2,215.50	57,824.55
12	731-784	30.27	2,118.90	55,303.29
		31.45	2,201.50	57,459.15
		32.63	2,284.10	59,615.01
		33.82	2,367.40	61,789.14
13	785-838	32.10	2,247.00	58,646.70
		33.22	2,325.40	60,692.94
		34.34	2,403.80	62,739.18
		35.46	2,482.20	64,785.42

SALARY SCHEDULE

Effective June 1, 1993

GRADE	POINTS	HOURLY	BI-WEEKLY	ANNUAL
1	136-190	\$ 13.22	\$ 925.40	\$ 24,152.94
		13.70	959.00	25,029.90
		14.21	994.70	25,961.67
		14.70	1,029.00	26,856.90
2	191-244	14.76	1,033.20	26,966.52
		15.23	1,066.10	27,825.21
		15.73	1,101.10	28,738.71
		16.21	1,134.70	29,615.67
3	245-298	16.25	1,137.50	29,688.75
		16.73	1,171.10	30,565.71
		17.23	1,206.10	31,479.21
		17.72	1,240.40	32,374.44
4	299-352	17.74	1,241.80	32,410.98
		18.29	1,280.30	33,415.83
		18.84	1,318.80	34,420.68
		19.39	1,357.30	35,425.53
5	353-406	19.42 <i>Base</i>	1,359.40	35,480.34
		20.16	1,411.20	36,832.32
		20.90	1,463.00	38,184.30
6	407-460	20.93	1,465.10	38,239.11
		21.57	1,509.90	39,408.39
		22.21	1,554.70	40,577.67
7	461-514	22.23	1,556.10	40,614.21
		23.08	1,615.60	42,167.16
		23.96	1,677.20	43,774.92
		24.82	1,737.40	45,346.14
8	515-568	24.87	1,740.90	45,437.49
		25.77	1,803.90	47,081.79
		26.65	1,865.50	48,689.55
9	569-622	26.68	1,867.60	48,744.36
		27.45	1,921.50	50,151.15
		28.26	1,978.20	51,631.02
10	623-676	28.27	1,978.90	51,649.29
		29.16	2,041.20	53,275.32
		30.04	2,102.80	54,883.08
		30.92	2,164.40	56,490.84

11	677-730	29.58	2,070.60	54,042.66
		30.58	2,140.60	55,869.66
		31.57	2,209.90	57,678.39
		32.57	2,279.90	59,505.39
12	731-784	31.15	2,180.50	56,911.05
		32.36	2,265.20	59,121.72
		33.58	2,350.60	61,350.66
		34.80	2,436.00	63,579.60
13	785-838	33.03	2,312.10	60,345.81
		34.18	2,392.60	62,446.86
		35.34	2,473.80	64,566.18
		36.49	2,554.30	66,667.23

Appendix 3. RELOCATION REGULATIONS

3.1 Policy

- a) Relocation **expenses will** apply to:
- i) Employees who have to move from one headquarters or geographic location to another after completing their probation period and after **winning** an in-service competition where the position is **permanently** located at another headquarters or geographic location;
 - ii) Employees who have to move **from** one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.
- b) **Relocation** expenses **will** not apply, but instead the applicable travelling, **living**, and **moving** expenses provided under the public **and** private accommodation **allowance will** apply, **to the following** groups of Employees who **will** not be considered to be **on** relocation:
- i) Employees whose **normal** duties require moves from **one** temporary headquarters to another or **from one** assignment to another;
 - ii) Employees who **are** the successful applicants for **posted** positions where **such** positions **are** not permanently located at one headquarters or geographic location;
 - iii) apprentice Employees when there is a pre-programmed change in **their** headquarters or geographic location.
- c) **To** Employees entitled to relocation expenses, **the** Employer **will** pay travelling, **living**, and **moving** expenses **on** relocation in accordance with the following regulations.

3.2 Relocation Expenses

a) Initial Trip to **Seek** New Accommodation

The Employer **shall** grant, with **no** loss of base pay, prior to **relocation**, at a time mutually agreeable to the Employer and Employee, up to five (5) days plus reasonable travel time to **an** Employee being relocated **and shall** reimburse the Employee for travel expenses for the Employee **and their** spouse in accordance with the current regulations. Any time beyond specified time **may** be charged **against** the Employee's **annual** vacation credits; however, expenses **will** not be payable. This leave must be for the **specific** purpose of locating accommodation with the intent, in as many instances as possible, that **furniture and** household effects **may** be delivered **directly** to the **new** residence.

b) Travelling Expenses **Moving** to New Location

For the purpose of definition, dependents **are** **spouse**, dependent children, and anyone for whom the Employee **claims** exemption **on** their federal income tax return.

The Employer **shall** reimburse the Employee for travel expenses **incurred** during the relocation for themselves **and** dependents for the actual travel time, plus up to seven days **at the new** location; where the Employee is **unable** to move into their **new** accommodation, such expense allowances to be in accordance **with** current regulations.

Meals	Adults	full rate.
	Children	half rate.

Motel or hotel - on production of receipts. Private lodging at old or new location at current rate.

- c) **Where dependents** of an Employee relocate at a time different than the Employee, the Employer shall reimburse the Employee for their dependents' travel expense, meals, and accommodation incurred while travelling to the **new headquarters** area. **In such cases where** the Employee remains eligible for benefits pursuant to **Section 3.3 of Appendix 3**, the Employee will be reimbursed for their dependents' meals at the new location for a period of up to seven (7) days. The above expense allowances will be in accordance with Articles 27.9 and 27.13.

Meals	Adults	full rate.
	Children	half rate.

Private lodging at old or new location at current rate.

Motel or hotel on production of receipts.

3 Living Expenses on Relocation at New Location

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

- a) the Employer shall pay an Employee with no dependents a living allowance of **FIFTEEN DOLLARS (\$15.00)** per day up to a maximum of thirty (30) days, or
- b) the Employer shall pay an Employee with dependents a living allowance of **TWENTY DOLLARS (\$20.00)** per day up to a maximum of sixty (60) days.

3.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- a) moving of household effects and chattels up to fifteen thousand (15,000) pounds, including any item(s) which the contracted mover will accept as part of a load which includes hobbies, boats, outboard motors, washer, deep freeze, and refrigerators;
- b) comprehensive insurance to adequately protect the Employee's household effects and chattels during the move up to a maximum of **FIFTY THOUSAND DOLLARS (\$50,000.00)**;
- c) where necessary, insured storage, up to **two (2) months**, upon production of receipts;
- d) the packing and unpacking of the Employee's household effects and chattels.

3.5 Moving of Mobile Homes

On relocation, the Employer shall arrange and pay for the following:

- a) moving of mobile trailer or home up to twelve (12) feet wide including any skirting, cabanas, or attachments;

Where mobile homes in excess of twelve (12) feet are involved, the Employer will pay:

- i) the equivalent cost of moving a twelve (12) foot mobile home, or

- ii) ~~the~~ real estate and legal fees involved in ~~selling~~ the extra wide trailer up to a **maximum** of **FOUR THOUSAND DOLLARS (\$4,000)**;
- b) comprehensive insurance to adequately protect the Employee's household effects, chattels, ~~and trailer~~ during the move up to a **maximum** of **FIFTY THOUSAND DOLLARS (\$50,000.00)**;
- c) ~~the setting-up and levelling of a mobile home or double wide~~ at the **new** location to a **maximum** of **FIVE HUNDRED DOLLARS (\$500)** upon ~~production~~ of receipts;
- d) ~~the packing and unpacking of the Employee's household effects and chattels, if required.~~

3.6 Moving of Personal Vehicle on Relocation

The Employer shall reimburse the Employee for the **costs** of transporting one (1) personal vehicle ~~and one trailer towed by the personal vehicle~~. The ~~vehicle and trailer, where applicable, may be driven, in which case current mileage rates for the vehicle only will apply, or vehicle and trailer where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.~~ In addition, the Employer will pay for **any additional transportation** charges, such as ferry fares, for the vehicle ~~and trailer with or without load.~~

3.7 Cost of New Services at Relocation

The Employer shall reimburse the Employee upon production of receipts on the following:

- a) the cost of connections for plumbing, **gas**, and electrical appliances to existing facilities,
- b) the cost of alterations or modifications required to the existing facilities to allow hook up of plumbing, **gas**, and electrical appliances up to a **maximum** of **ONE HUNDRED DOLLARS (\$100.00)**.

3.8 Incidental Expenses on Relocation

The Employer shall pay to the Employee on relocation only one (1) of the following amounts to cover incidental expenses on relocation and having claimed one (1) allowance, **no alternative** further claim may be made:

- a) **When** the Employer does not pay for the moving of household effects and the Employee is moving to a **house, suite, apartment, or mobile home**, the Employee shall be entitled to the following for incidental expenses\$500
- b) **When** the Employer does pay for the moving of household effects and the Employee is moving to a **house, suite, apartment, or mobile home**, the Employee shall be entitled to the following for incidental expenses\$225
- c) **When** the Employee is moving with a mobile home.....\$150
- d) **When** the Employee is moving to room and board.....\$100

The application for incidental expenses on relocation must be made by the Employee on the appropriate form within **sixty (60) days** of the Employee's arrival at the new location, unless there is **no** available suitable housing, in which case application must be made within **sixty (60) days** of suitable housing becoming available.

Failure to apply within **the sixty (60) days** will not obviate payment but **will** result in that payment being made that coincides with the payment that would have been made had application been **made on** time.

3.9 Notice to Relocate on Relocation

It is understood and agreed that the Employer will provide the Employee with reasonable notice of the relocation effective date and, where possible, at least one month's notice shall be given. Where less than one month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the Employee, then the Employer agrees to reimburse the Employee, upon production of receipts, the duplicate rent payments at new location.

3.1 Relocation Expenses by Employer

Where an Employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the Employer.

3.11 Employee Responsible for Certain Costs on Relocation

The following are some of the expenses which will be the responsibility of the Employee on relocation:

- a) advertising for accommodation at new location;
- b) house cleaning at new and old location;
- c) all laundry and dry cleaning costs;
- d) personal telephone connections;
- e) moving of animals and pets;
- f) television hookup.

3.12 Real Estate and Legal Fees

On relocation, or within one (1) year of the effective date of relocation, an Employee who purchases and/or sells their private dwelling house will be entitled to claim for the following expenses upon production of receipts:

- a) reimbursement of reasonable and proper fees charged by a real estate agency for the selling of the Employee's private dwelling home in which they resided immediately prior to relocation,
- b) reimbursement of legal fees encumbered upon the Employee because of the sale of their private dwelling home in which they resided prior to relocation and/or reimbursement of legal fees encumbered upon the Employee because of the purchase of their private dwelling house in which they live after relocation.

Acceptable and unacceptable expenses and services for reimbursement under the term 'legal fees' are:

- i) Acceptable expenses:
 - registration of deed;
 - land registry searches;
 - registration of mortgages;
 - certificate of encumbrances;
 - photocopies;
 - telephone;
 - filing fees;
 - miscellaneous office expenses.
- ii) 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 discharge of encumbrances **against the former residence;**
- **solicitor's fee in** respect of **financing** the new dwelling **house** (e.g., first mortgage, second mortgage);
- where the **Employee buys** or sells a **multiple dwelling** (duplex, triplex, etc.) the fees are to be pro-rated.

iii) Unacceptable expenses and services:

- solicitor's fee **and** disbursements in respect of **an** agreement for sale (includes land **registry fees** and searches) where the **former** residence **is** sold (these items **are** the responsibility **of** the purchaser);
- appraisal fees in respect of **establishing a fair market value on the** purchase of **the new dwelling** house;
- survey fees in **respect** of establishing proper **boundaries** on **the** purchase of the **new dwelling house;**
- disbursements for interest **penalty** in **discharging a mortgage;**
- legal **expenses** incurred in the **sale** of the former residence or **the** purchase **of** the **new** residence **where,** due **to** **financing,** legal, or other **unforeseen** problems, the deal is **not** completed (**fees** and expenses **are only** paid for the completed deal);
- **the** Employee's dwelling house contains **revenue-producing** living accommodation which entails extra legal costs or fees (**extra costs** are not payable or total cost is pro-rated in proportion to the **floor area** involved).

MEMORANDUM OF AGREEMENT - 1
BETWEEN BC SYSTEMS CORPORATION
AND BC GOVERNMENT AND SERVICE EMPLOYEES UNION
SUBJECT: INTERPRETATION OF ARTICLE 24 - CONTRACTING OUT

The Parties agree that where an Employee's position has been moved as a result of contracting out to any private sector Employer who has achieved successor status or who has agreed to interim voluntary recognition which culminates in successor status, and where the position has been offered to the Employee, that Employee will not be covered by Article 24.

SIGNED ON BEHALF OF THE UNION:

Peter W. James

Peter Bums

Nancy Stonley

R. Parent

John T. Shields

SIGNED ON BEHALF OF THE
EMPLOYER:

W. Paul Hansen

A. F. Smith

John Roche

Dated this 29th day of October, 1986

PART OF AGREEMENT - 2
BETWEEN . SYSTEMS CORPORATION
AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION
SUBJECT: TRANSFER OF POSITION AND/OR EMPLOYEES
TO ANOTHER EMPLOYER

The Parties agree that an Employee shall be required to accept a transfer to another Employer.

For the purpose of this Memorandum of Agreement, the posting of a BCSC position by another Employer shall be considered a transfer.

Should an Employee decline to accept a transfer to another Employer, that Employee shall be fully protected by Article 13, except that where a written transfer agreement has been signed by the Union and a new Employer covering the terms and conditions of employment of Employees transferred to that new Employer or where there is a successionship, then should an Employee decline to accept a transfer to that new Employer, that Employee shall be fully protected by Article 13 with the following exceptions:

- 1) The Employee to be laid off shall be the Employee with the least service seniority in the classification series and geographic location who does not accept the transfer, and not the Employee designated by Article 13.2 (d)(i);
- 2) Article 13.2 (f)(i) shall not apply.

SIGNED ON BEHALF OF THE UNION:

Peter W. James

Peter Burns

Nancy Stonley

R. Parent

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER :

W. Paul Hansen

A. F. Smith

John Roche

Dated this 29th day of October, 1986

MEMORANDUM OF AGREEMENT - 3

BETWEEN BC SYSTEMS

AND

EMPLOYEES' UN

SUBJECT: APPLICATION OF SYSTEM ACT ENTITLEMENTS

1) The parties **agree** that subject to the **conditions** described in this memorandum, Employees **who**, immediately prior to their appointment with BC Systems **were** confirmed in **their** employment **under** the Public Service Act of BC **shall** receive **recognition** for prior **service** as follows:

a) credit for **all service seniority** recognized by the **previous** Employer for **all** purposes that **seniority** applies within the BC Systems/BCGEU collective agreement.

This provision shall be effective immediately and will apply to all seniority previously **recognized** in **addition** to **seniority** earned while employed by BC Systems.

b) **credit for** all service **recognized** by the previous employer for **all purposes** for which length of **service** applies within the BC Systems/BCGEU collective agreement, **such as** vacation entitlement.

The provision shall be effective in the 1986 vacation **year** and will be applied to recognize the previous **service** for the purposes of calculating the 1986 vacation entitlement.

This provision will not be used to calculate adjusted vacation entitlement for any **year** prior to 1986.

It is agreed that the carry-over **restrictions** of Article 18.7 **will not** apply to any vacation entitlement **earned** by **service accumulated with** the previous Employer for **the calendar year** 1986; however Article 18.7 **will** apply for **all** carry-over of 1987 vacation entitlement into **the** 1988 vacation year.

It is **understood and agreed** that **recognition** of previous service and service seniority pursuant to the **System Act** applies only for entitlement to **benefits** provided **by** the BC Systems/BCGEU Collective Agreement **and** not for entitlement to **benefits** provided **by** any other **collective** agreement covering individuals prior to their appointment with BC Systems.

2) For the purposes of this agreement "**confirmed** in employment under the Public Service Act" shall mean that the individual must have completed **six months** in a regular position, unless **the** probationary period **was** extended, **and** in any **case** **the** probationary period **must** have been completed **successfully**.

3) For the **purposes** of this agreement the **term** "immediately prior to appointment" shall mean that the individual must have received **and** accepted **an offer** of employment **from** BC Systems prior to **resigning** **from** the previous position with **the** Government of British Columbia.

4) For clarification, **this provision** only applies to **service** under the Public **Service Act** of **BC** and does not apply to **service** with other Crown Corporations, other **Provincial** Governments, **the** Federal Government or **other** public sector agencies.

SIGNED ON BEHALF OF THE UNION:

Peter W. James

Nancy Stonley

Ken Roseborough

R. Parent

Peter Burns

Coleen Fitzpatrick

John T. Shields

**SIGNED ON BEHALF OF THE
EMPLOYER:**

W. Paul Hansen

Wendy March

Bob Broad

Dated this 16th day of January, 1987

MEMORANDUM OF AGREEMENT - 4

BETWEEN BC SYSTEMS CORPORATION

AND BC UNION AND SERVICE EMPLOYEES

SUBJECT: COLLECTIVE AGREEMENT OF 1989 COLLECTIVE BARGAINING

- 1) The parties have agreed that, in the life of this agreement, a regular review of the bargaining unit classification will be undertaken in accordance with Article 2. It is agreed that every effort will be made to conclude this review within eighteen months of the signing of this agreement.
It is further agreed that the implementation of any revised classifications or classification series, no matter how many, will have their effect reduced solely due to the implementation. In all cases article 27.7 shall apply.
It is further agreed that the implementation of any classification or classification series proposed by the Employer during the period, the effective date of these changes will be the end of the eighteen month period.
- 2) It is agreed that the Employer will provide to all employees on a written basis that outlines its policies and the procedures to be followed during the competition process for posted job openings. The Employer agrees to ensure that the documents will be available to any amendments to such policies and / or procedures.
- 3) The parties agree to take into consideration the provisions set out in the Industrial Relations Act as they apply to the Employer when considering the exclusion of positions in the management policy for the Employer's clients.
It is further agreed that the Managerial and Professional personnel exclusions in the Industrial Relations Act shall apply to the Employer to apply to the personnel of a client's Management and / or labor relations / division.
- 4) It is agreed that the provisions of Service Seniority will be implemented by all current employees' hours of seniority for each complete year of uninterrupted service with the Employer on a pro-rata basis to the date of signing of this agreement. From the date of signing this agreement, the provisions in the amended Article 11.1 will apply.
- 5) It is agreed that employees who, at the time of signing this agreement have not completed their probationary period shall continue to be governed by the provisions of Article 2.9 Probationary Period of the current agreement until the date of signing of the new Agreement in 1989, and will thereafter be governed by the new Agreement.
- 6) It is agreed that the parties will write each of the Arbitrators (new Article 2 b) advising them that they are included in a list established by the parties. The Union will be copied.
- 7) It is agreed that the Collective Agreement Review Committee shall be established as a committee of the Joint Council which will continue, for the life of this agreement, to review the collective agreement and to identify provisions that could be amended to the provisions without prejudice.
- 8) Increases in allowances under Articles 16.7, 27.8, 27.9, 27.11 and 27.12 will be effective the date of signing this agreement.

SIGNED ON BEHALF OF THE UNION:

Peter W. James

Maxwell Perrin

Vern Gelette

Debbie Bugg

Robert Haines

Daryl Barnett

John T. Shields

**SIGNED ON BEHALF OF THE
EMPLOYER:**

W. Pad Hansen

Marilyn Campbell

Mike Tomczak

1 t] day of, far h, 1989

MEMORANDUM OF AGREEMENT - 5

BETWEEN BC SYSTEMS CORPORATION

AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

SUBJECT: SETTLEMENT OF 1991 COLLECTIVE BARGAINING

- 1) This Memorandum of Agreement is subject to ratification by the **members** of the bargaining unit and by the **Board** of Directors of the BC Systems Corporation, and to approval without alteration **where** approval is **required by law**.
- 2) Providing the conditions of clause 1) of this Memorandum are met, the Parties, **agree** that the Collective Agreement **which** expired **on January 30, 1991, shall remain in effect** except for the articles, **appendices, and memoranda** listed in the table below which **are** added to the Collective Agreement or amended, as **shown** in the **attachments** to this Memorandum.

1.7	Harassment
8.3	Step 2
9.1	Notification
9.2	Non-Dismissal Arbitration
9.3	Dismissal Arbitration
10.5	Right to Grieve other disciplinary action
10.6	Performance Evaluations
10.7	Personnel and Security Files
13	Lay-off and Recall
14.9	Flextime
16.7	Overtime Meal Allowances
16.11	Unscheduled Overtime
20.3	Family Illness
21.1	Maternity and Parental Leave
21.2	Benefits on Return to Work
26	Work Clothing
27.1	Pay Equity
27.3	Rates of Pay
27.4	Substitution Pay
27.8	Vehicle Allowance
27.9	Meal Allowance
27.13	Public and Private Accommodation Allowance
27.20	Optional Benefits Fund
28.4	Position Evaluation Request & Appeal Procedure
32.7	Training Allotment
33.1	Child Care Committee
35.1	Duration
35.2	Notice to Bargain
Appendix 1	Short and Long Term Disability
Appendix 3	Relocation Regulations
Memorandum of Agreement #6	Outreach Program
Memorandum of Agreement #7	Seniority Rights
Memorandum of Agreement #8	Job Sharing
Memorandum of Agreement #9	Recognition of Previous Service
Memorandum of Agreement #10	Salary Deferral Plan

- 3) The amendments and additions to Appendix 3 shall be effective June 14, 1991.

- 4) ~~The~~ **increases** to allowances under Articles **16.7, 27.8, 27.9, and 27.13** shall be effective the date of implementation.
- 5) The Parties **agree** that the Collective Agreement will be re-written with the intent that it will be **gender-neutral**.
- 6) ~~The~~ Parties agree that the duties **and** responsibilities of Shop Stewards will be reviewed, **and** the concept of ~~Senior Shop Stewards~~ will be **further** developed during the life of the agreement.
- 7) The Parties agree that the **function** of the Joint Education **Committee** will be reviewed, **with** specific attention to the allotment **of** training.
- 8) It is **agreed** that the Employer will provide **all** Employees with written documentation that clearly **outlines** the policies **and** procedures followed during the competition process for posted job vacancies. ~~The Employer agrees~~ to ensure that these policies and **procedures** will **address** the concerns raised by the **Bargaining** Committee **during** these negotiations as **pertaining** to Article 12.1 c).
- 9) It is **agreed** that ~~the~~ Employer will write to each of the Arbitrators named in Article **9.2 b) and** Article 9.3 b), **advising** them that they **have** been included in a **list** established by the Parties. ~~The Union~~ will be copied.
- 10) The Parties **agree** to identify, appoint, and **notify** the referees **and** mediator referred in **Article 28.4**. Every effort will be **made** to achieve **this** prior to June 28, 1991.
- 11) The Parties agree that the terms **and** conditions **surrounding** Employees involved with the **Disaster Recovery Project** shall be reviewed **and negotiated where** necessary **during** the life of **this** agreement. In the **interim**, the Collective Agreement applies in full force and effect.
- 12) The Employer **will** provide optional **additional** group **life** insurance at **the** Employee's expense subject to Union approval **and sufficient** Employee interest to make up a viable group.

SIGNED ON BEHALF OF THE UNION:

Terry Wickstrom

Vern Gelette

Peter Samson

Robert Haines

Gail Golin

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

W. Paul Hansen

Marilyn Campbell

Mike Pipes

Larry Della Mattia

Dated this **14th** day of **June**, 1991

MEMORANDUM OF AGREEMENT - 6

BETWEEN (SY TEL) CORPORATION

IBC GOVERNMENT AND SERVICE EMPLOYEES UNION

SUBJECT: IBC/TEL

DESIGNATED GROUP shall be defined by the Employment Equity Study Committee.

The objective of the Outreach Program are:

- to enhance the chances of under-represented individuals within the designated groups;
- to increase the personal development and well-being of individuals in the designated groups within the designated groups;
- to provide the opportunity to increase group representation in BC.

Employees under this program will be full-time jobs doing work of a nature normally performed by Employees in the regular job. These jobs will be full-time for this Program and will not be positions that would otherwise be regular jobs.

There will be a training work program not to exceed twelve (12) months of employment. The job evaluation process shall be determined by the job evaluation process. The intent of this program is to provide training at the entry-level Analyst position.

Each position will have a training outline and will indicate a proposed time frame for completion.

Employees on this program will be auxiliary Employees. This program will be considered as a special program and clause 31.5 d) of the Collective Agreement will apply.

The hours of work for these employees will be consistent with the hours of other employees in the BC unit to which they are assigned.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

Terry Wickstrom

W. Paul Hansen

Vern Gelette

Marilyn Campbell

Peter Samson

Mike Pipes

Robert Haines

Larry Della Mattia

Gail Golin

Mona Sykes

John T. Shields

Dated this 14th day of June, 1991

MEMORANDUM OF AGREEMENT - 7

/1 BC SYSTEMS CORPORATION

AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

SUBJECT: JOB SHARING

JOB SHARING shall be defined as two people who share the duties of a full-time position, with pro-rated pay and full benefits.

The parties agree that during the term of this Agreement, a trial project will be implemented by utilizing a maximum of two (2) positions for the purposes of job sharing. Employees entering into a job sharing arrangement must be advised that they may be required to revert back to full-time status at any time.

It is agreed that the applicable terms and conditions shall include:

- a participation in job sharing must be voluntary and initiated by two current Employees, and is subject to approval by both the Employer and the Union;
- a Employees participating in job sharing shall be of the same function level;
- if either employee involved in the sharing of the position no longer wishes to participate in the agreement, the position reverts back to full-time status;
- the Employee or Employer may terminate the job sharing agreement, but is required to give thirty (30) days notice or less if the Employees, the Union, and the Employer agree of their intent;
- the Employees shall agree in advance on their hours and days of work for each week. It is the intent that the overtime provisions of Article 16 shall apply to each individual for work performed outside the regular hours of work of a full time Employee;
- Employees participating in a job sharing agreement shall not be eligible for flextime;
- Employees participating in job sharing retain the right to be evaluated on an individual basis;
- Employees participating in a job sharing agreement will continue to accumulate service seniority.

SIGNED ON BEHALF OF THE UNION:

Terry Wickstrom

Vern Gelette

Peter Samson

Robert Haines

Gail Golin

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

W. Paul Hansen

Marilyn Campbell

Mike Pipes

Larry Della Mattia

Dated this **14th** day of **June**, 1991

MEMORANDUM OF AGREEMENT - 8

BETWEEN BC SYSTEMS CORPORATION

AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

**SUBJECT: RECOGNITION OF PREVIOUS SERVICE FOR
BARGAINING UNIT EMPLOYEES RETURNING TO BC SYSTEMS CORPORATION**

New Employees who have previous service with BC Systems Corporation will have the total of their previous service **recognized** for the purposes of:

- calculating the **annual** vacation entitlement (Article **18.1**);
- **calculating** the payment to dependents on death (Article **27.15**);
- and, calculating retirement allowance (Article **27.16**).

In **addition**, the Employee will be exempted from the **waiting** periods for the following health and welfare benefits, provided the plan carriers **allow** for such exemptions:

- medical insurance;
- extended health care;
- dental plan;
- **and**, group life insurance.

Such Employees will **not** be **credited** with previously **earned seniority** for any of the purposes that seniority is **used**. They shall be treated as new Employees for the purposes of Article 13.

SIGNED ON **BEHALF** OF **THE** UNION:

Terry Wickstrom

Vern Gelette

Peter Samson

Robert Haines

Gail Golin

Mona Sykes

John T. Shields

SIGNED ON **BEHALF** OF **THE**
EMPLOYER:

W. Paul Hansen

Marilyn Campbell

Mike Pipes

Larry Della Mattia

Dated this 14th day of June, 1991

MEMORANDUM OF AGREEMENT - 10

BETWEEN BC SYSTEMS CORPORATION

AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

SUBJECT: SETTLEMENT OF 1992/93 COLLECTIVE BARGAINING

- 1) This Memorandum of Agreement is **subject** to ratification by the members of the bargaining unit and by the **Board of Directors** of the BC Systems Corporation, and to approval without alteration where approval is *required* by law.
- 2) Providing the **conditions** of clause 1) of this Memorandum are met, the Parties, **agree** that the Collective Agreement which expired on May 31, 1992, shall remain in effect except for the articles, appendices, and memoranda listed in the table below which are added to the Collective Agreement or amended, as shown in the attachments to this Memorandum.

Definitions	11 - Hours Travelled
3.(a) (b)	Union Security
8.3(g)	Grievances
8.3(j)	Grievances
8.8	Disclosure to Grievance
9.2(b)	List of Arbitrator
10.7(d)	Personnel and Security Files
12.1(c)	Job Vacancies
12.12	Salary Adjustments - Increments
13.1	Professional Services Canvass
13.2	Lay-off and Recall
13.3	Lay-off and Recall Committee
15.2(b)	Definition of Shift for Shift Premium
15.4(a)	Notice of Shift Schedules
16.1(a)	Overtime Definitions
16.3(a)(4)	Overtime Entitlement
16.7	Overtime Meal Allowances
17.1	Paid Holidays
18.1(a)	Annual Vacation Entitlement
18.7	Banked Vacation
20.1	Bereavement Leave
20.3	Family Illness
21.2	Maternity Leave Allowance
21.3	Parental Leave Allowance
22.8	Industrial First Aid Requirements
22.15(f)	Video Display Terminals
22.15(g)	Video Display Terminals
22.15(h)	Video Display Terminals
25.3(b)	Dental Plan
25.4(a)	Group Life
25.4(e)	Group Life
25.4(f)	Group Life
27.3(c)(i)	Rates of Pay
27.3(c)(ii)	Rates of Pay
27.8	Vehicle Allowance
27.9	Meal Allowance
27.25	Child Can Expenses
31.3	Auxiliary Employees Seniority

31.7 Auxiliary Employees Health and Welfare
31.8(f)(iv) Auxiliary Employees - Weekly Indemnity
32.12 Hardware and Software User Group Attendance
33.7(a)(iii) Political Activity
33.7(a)(iv) Political Activity
33.7(a)(v) Political Activity
34.6(c) Part-time Employment - Employee Benefits
34.6(e) Part-time Employment - Employee Benefits
35.1 Duration
35.2 Notice to Bargain
 Appendix 1 Short and Long Term Disability - 1.14(b)(i)(ii)
 Appendix 2 Salary Schedule
 Appendix 3 Relocation Regulations
 Memorandum of Agreement #2 - Transfer of Position and/or Employees to Another Position
 Memorandum of Agreement #7 - Job Sharing (was MOA #8 in prior Agreement)
 Memorandum of Agreement #8 - Recognition of Previous Service for Bargaining Unit Employees
 Returning to BC Systems Corporation (was MOA #9 in prior Agreement)
 Memorandum of Agreement #9 - Salary Deferral Plan (was MOA #10 in prior Agreement)
 Memorandum of Agreement #10 - Settlement of 1993 Collective Bargaining
 Memorandum of Agreement #11 - Employee Assistance Program
 Memorandum of Agreement #12 - Telecommuting

- 3) All monetary changes agreed to are effective June 10, 1993 except for:
 - a) The amendments to Article 27.3(c)(i) and 15.2 shall be effective June 1, 1992.
 - b) Amendments to Articles 21.2 and 21.3, Maternity and Parental Leave shall be effective July 6, 1993.
- 4) It is agreed that the Collective Agreement Review Committee, establishing a sub-committee of the Joint Committee, will continue, during the life of this Agreement, to review the Collective telecommuting pilot during the term of 1992 - 1994 Collective Agreement language to identify language that could be amended to clarify the provisions without amending them.
- 5) The Parties agree that the duties and responsibilities of Shop Stewards will be reviewed, and the concept of Senior Shop Stewards will be further developed during the life of the Agreement.
- 6) The Parties agree that the function of the Joint Education Committee will be reviewed, with specific attention to the allotment of training.
- 7) The Parties agree that the terms and conditions surrounding Employees involved with the Disaster Recovery Project shall be reviewed and negotiated where necessary during the life of this Agreement. In the interim, the Collective Agreement applies in full and effect.

SIGNED ON BEHALF OF THE UNION:

Jon Peeters

Judi Malthus

John Mullane

Robyn Rose

Martin Webb

Jane Stewart

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

Dick Lester

Doug Ausman

John (Jack) Harvey

Peter James

Karen Barr

David Lane

Lari Mitchell

Dated this 10th day of 11 1993

MEMORANDUM OF AGREEMENT - 11
BETWEEN BC SYSTEMS CORPORATION
AND BC GOVERNMENT AND SERVICE EMPLOYEES ' UNION
SUBJECT: EMPLOYEE ASSISTANCE PROGRAM

The program shall be administered by a recognized carrier of Employee Assistance Programs referred to as "The Carrier".

The carrier shall make counselling readily available.

The carrier shall be responsible, in cooperation with the Joint Employee Assistance Program Committee (EAP), for program promotion and shall provide training to supervisors and stewards. The Corporation shall grant paid leave to stewards to attend joint training seminars. Such leave shall not exceed eight (8) hours annually.

The cost of the program shall be borne by the Corporation.

The Employee Assistance Program shall be monitored by a Joint (EAP) Committee. The Joint Committee shall consist of six (6) members three (3) members appointed by the Corporation and three (3) members by the Union. The Committee shall meet at the request of either party at least four (4) times a year.

The Committee shall be responsible for the application in accordance with the following policy and procedures:

Policy

- 1) Both the Union and Corporation recognize that a wide range of personal problems can adversely affect an Employee's job performance. The purpose of the program will be to assist all Employees who may have a personal problem which adversely affects their job performance and to help them gain assistance at the earliest possible time.

For the purposes of this program, "personal problems" shall be those identified with, but not limited to health, alcohol and drug abuse, family and marital problems and debt counselling.

- 2) It must also be recognized that successful resolution of such problems is the responsibility of the Employee and requires a high degree of the Employee's personal motivation and cooperation, therefore, Employees are encouraged to participate on a voluntary need basis.
- 3) Employees are assured of complete confidentiality while participating in the program.
- 4) It is the responsibility of supervisors and stewards to understand the policy and procedures of this program; to jointly cooperate, where applicable, in discussions with Employees regarding personal problems affecting work performance so that both Union and management can offer help and direction to Employees; to play a supportive role in the referral and rehabilitation of Employees who have such personal problems and to encourage Employees to use the program on a voluntary basis.
- 5) The supervisor is not expected to make an assessment of causes outside the work environment which may be affecting work performance. The supervisor's responsibility is to objectively identify unsatisfactory work performance, Diagnosis, counselling and direction in respect to resolution of problems causing poor job performance, are the responsibility of the individual doing the assessment and treatment.
- 6) Chemical (alcohol, drugs, including prescription drugs) dependency for the purposes of application of this policy will be considered illness. Contract provisions covering leaves and relevant portions of the benefit plans will apply, while the Employee is in a treatment program under this plan.

Procedures

- 1) The Joint Employee Assistance Program Committee shall be responsible for the **application** of this program. The carrier shall **report** to the Joint Committee. The **committee** may meet and **review** practices and procedures and **make** recommendations to **amend** the **services** being provided by the **Carrier**.
- 2) **Self Referral** - An Employee experiencing problems may **call an** Employee Assistance Counsellor/Coordinator **directly** for an appointment. Voluntary referrals **guarantee** complete confidentiality. The Corporation has no involvement unless requested by the Employee.
- 3) **Informal Referral** - An Employee whose work performance is affected by personal problems may be referred to the counsellor/coordinator by **suggestion** from the supervisor, **union** steward or **designate**, where applicable.
- 4) **Formal Referral** - **This referral is initiated by the Corporation.** The Employee is advised to attend a meeting with the supervisor, **Union** steward or designate, at which time they will be **advised** to attend a meeting with the counsellor/coordinator.

The supervisor, **in cooperation with** the counsellor/coordinator, will **maintain** an assessment of job performance where an Employee has accepted the referral.
- 5) **Contract provisions** covering time **off** for medical appointments shall apply.
- 6) **Members** of the Employee's immediate family may **access** the program.

SIGNED ON BEHALF OF THE UNION:

Jon Peeters

Judi Malthus

John Mullane

Robyn Rose

Martin Webb

Jane Stewart

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

Dick Lester

Doug Ausman

John (Jack) Harvey

Peter James

Karen **Barr**

David Lane

Lari Mitchell

Dated this **10th** day of **June**, 1993

MEMORANDUM OF AGREEMENT - 12
BETWEEN BC SYSTEMS CORPORATION
AND BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

JECT: CO ING

Telecommuting is defined as "recurring scheduled work during regular working hours that is done from a location remote to the regular designated worksite". BC Systems and BCGEU support a part time telecommuting pilot during the term of 1992 - 1994 Collective Agreement. This Memorandum applies to and governs bargaining unit members doing bargaining Unit work. Telecommuting will not prevent persons from becoming or remaining members of the bargaining unit. Persons who would not otherwise be members of the bargaining unit will not become bargaining unit members by doing work for the Corporation from an off site location

- 1) Telecommuting is voluntary and may be terminated, with two (2) weeks notice, by the telecommuter, supervisor or Corporation. The parties agree that no Employee shall be required to telecommute.
- 2) Salary, benefits and job responsibilities will not change due to participation in telecommuting.
- 3) The Employer will provide the Union with all names of bargaining unit members who are telecommuters as well as a list of agreed to telecommuting hours.
- 4) Employee selection shall be on a fair and equitable basis.
- 5) The Union and Employer agree to share pilot evaluation material.
- 6) The Union and Employer agree that at least one (1) bargaining unit member from the OHSC (Occupational Health & Safety Committee) will participate in a visit to the home-based office to ensure a safe working environment.
- 7) The Employer will provide the Employee with the equipment necessary to perform the tasks identified for telecommuting, as least until September 30, 1993. After September 30, 1993 the parties agree to re negotiate the provisions of this paragraph taking into consideration the optional use of the Employee's own equipment. Liability for cost, maintenance or replacement of the equipment provided by the Employer will be the Employer's. The Employee will be expected to properly handle and house the equipment. The Employee will also be expected to ensure that all long distance costs associated with the BC Systems provided business line are for BC Systems business purposes only.
- 8) The Employer and Employee will mutually set the hours of work, provided that the hours comply with the provisions of the Collective Agreement. The parties agree that where the core hours are used, there will be a minimum of four (4) hours.
- 9) The home office will be the Employee's designated work site for the agreed to work hours on the agreed to telecommuting days. At all other times, the designated work site is the regular office location.
- 10) Employees who work at home will manage dependent care and personal responsibilities in a way that allows them to successfully meet job responsibilities. Telecommuting is not a replacement for dependent care.
- 11) The Employee is responsible for providing dedicated office space with adequate office furniture for use during telecommuting days. The Employee is also responsible for establishing and maintaining a safe work space which is free from hazards and other dangers to Employees and equipment.

SIGNED ON BEHALF OF THE UNION:

Jon Peeters

Judi Malthus

John Mullane

Robyn Rose

Martin Webb

Jane Stewart

Mona Sykes

John T. Shields

SIGNED ON BEHALF OF THE EMPLOYER:

Dick Lester

Doug Ausman

John (Jack) Harvey

Peter James

Karen Barr

David Lane

Lari Mitchell

At this 0 day of June, 1993

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WAGE CARD FOR AGREEMENT NO. 0930702

JURISDICTION

FED
PROV x
PSSRA

AGREEM. EFFEC. DATE: 920601
AGREEM. EXP. DATE: 940930
NO. OF EMPLOYEES: 850

SETTLEMENT DATE: 930609
WAGE EFFECTIVE DATE: 920601
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: MED
DUR. OF NEGOTIATION: 16

SIC: 931

COMPANY: British Columbia Systems Corporation
UNION: British Columbia Government Employees' Union

LOCATION: Victoria, B.C.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

>
>
>

Table with 3 columns: DATE, RATE, % for three different periods (920601, 930601, 930609).

WAGE INCREASES:

> 80 cents - 2.90%

LUMP SUM PAMNTS: >
CHNGS. IN INCR.: >
SPEC. ADJ.: >

OTHER:

>
>

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > c # OF CALC.: COMP. FQ.:
COLA TYPE:

>
>

TRIGGER: >
CAP: >
COMP. PER.:

>
>

FOLD-IN DTS: >
OTHER:

>
>
>

0930702

British Columbia Systems Corporation, province-wide and British Columbia ✓**Government Employees' Union (NUPGE) (CLC) (850 office and technical employees):**

A 28-month renewal agreement effective from June 1, 1992, to September 30, 1994, settled in June at the mediation stage. ✓
Duration of negotiations - 16 months.

Wages:	Effective	June 1/92 ✓	June 1/93 ✓
	General Increases	80¢ ✓	2.9% ✓
	Hourly Rates		
	Grade 1 (includes Clerk 1)	\$12.85-\$14.29 ✓ (\$12.05-\$13.49)	\$13.22-\$14.70 ✓
	Grade 8 (includes Analyst 4)	\$24.17-\$25.90 ✓ (\$23.37-\$25.10)	\$24.87-\$26.65 ✓
	Grade 13 (includes Technical Specialist)	\$32.10-\$35.46 ✓ (\$31.30-\$34.66)	\$33.03-\$36.49 ✓
Hours of Work	35 per week (unchanged).		
Overtime:	Meal - \$11.25 (\$11.00) when employee is required to work in excess of 2 1/2 hours immediately before or after scheduled daily hours; January 1, 1994, \$11.50.		
Other Premium Pay:	Industrial First Aid Allowance - Class A, \$87 (\$75) per month; Class B, \$72 (\$60); Class C, \$61 (\$50).		
Paid Holidays:	11 (unchanged).		
Paid Vacation:	Effective January 1, 1993, 26 days after 13 years, 27 after 16, and 28 after 19 (new addition). Also, 3 weeks after 1 year, 3 plus 1 day after 6, 3 plus 2 after 7, 4 plus 1 day after 8, 4 plus 2 after 9, 4 plus 3 after 10, 4 plus 4 after 11, 5 after 12, and 6 after 20 (unchanged).		
Health and Welfare:	Long-Term Disability - Benefit equals 68.3 (66.66) per cent of the first \$2,100 (\$1,900) of monthly earnings, and 50 per cent of monthly earnings in excess of \$2,100 (\$1,900).		
Allowances:	Child-Care Reimbursement (new addition) - Up to \$50 per day when employee is required to attend a course outside their headquarters or geographic location, and employee incurs additional child-care expenses; up to \$25 per day when employee is attending approved courses outside working hours; in both cases upon production of a receipt, and to a maximum of 15 days per calendar year.		
	Vehicle - 32¢ (28¢) per kilometre; August 31, 1993, 34¢.		

Relocation - \$15 (\$12) per day when employee is not accompanied by dependents at the new location, to a maximum of 30 days. When employee is being relocated and opts to move own household effects and chattels, \$400 (\$300) for a move **not** exceeding 240 kilometres; \$700 (\$600) for a move greater than 240 kilometres; and \$175 (\$125) when employee is moving to room and board.

Real Estate and Legal Fees on Relocation - Reimbursement of fees to a maximum of \$6,000 (\$4,500) upon production of receipts; employee who has sold own home without a realtor, entitled to claim \$1,000 (\$750). Legal fees reimbursed to a maximum of \$900 (\$800).

Incidental Expenses on Relocation - \$500 (\$425) when employee purchases a private dwelling in the new location; \$225 (\$175) when employee is moving to rental accommodation in the new area; \$150 (\$125) when employee is moving with a mobile home; \$100 (\$75) when employee is moving to room and board.

Maternity Leave: **Supplemental Unemployment Benefit Plan** - Unemployment insurance benefits supplemented to a maximum of 85 (65) per cent of basic salary, maximum duration of 17 weeks.

Parental Leave: **Supplemental Unemployment Benefit Plan** - Unemployment insurance benefits supplemented to a maximum of 75 (05) per cent of basic salary, maximum duration of 10 weeks.

- 0930702 E 1 British Columbia Systems Corporation
- 0930702 E 2 British Columbia Government Employees' Union
- 0930702 E 3 office and technical employees
- 0930702 F 1 British Columbia Systems Corporation
- 0930702 F 2 Syndicat des fonctionnaires provinciaux de la Colombie-Britannique
- 0930702 F 3 empl. de bureua et techniciens