

Open Learning Agency

British Columbia Government & Service Employees Union

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Bold type indicates that the article is new or has been changed in the renewal of the Collective Agreement.

DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT

“Agency” means the Open Learning Agency.

“Board” means the Board of the Open Learning Agency appointed under the provisions of the *Open Learning Agency Act, SBC 1988, c 62*.

“Classification” means a specific position within a salary grade, as shown in Appendix B.

“Common-Law Spouse” means a person of the same or opposite sex cohabiting for a period of at least two (2) years as if husband and wife and there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other relationships.

“Continuous Employment” or “Continuous Service” means uninterrupted employment in the Agency subject to the provisions of *Article 10*.

“Day of rest” in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include days that the employee is on a leave of absence.

“Demotion” means a change from an employee’s current classification to one in a lower salary grade.

“Dismissal” is the separation of an employee from the Agency for just and reasonable cause.

“Double Time” means twice the straight-time rate on an hourly basis.

“Double Time and One-Half” means 2.5 times the straight-time rate on an hourly basis.

“Employee” shall be defined as falling within one of three categories:

- (a) “Regular Full-Time Employee” means an employee performing work which is of a continuous full-time nature.
- (b) “Regular Part-Time Employee” means an employee performing work on a weekly average of less than thirty-five (35) but more than fifteen (15) hours over the period of one year.
- (c) “Casual Employee” means an employee hired by the Agency on one of the following bases:
 - (i) to cover emergencies;
 - (ii) to cover temporary absences of regular full-time or regular part-time employees;
 - (iii) for a particular assignment to last a specified period of time not to exceed ten (10) months except when extended by mutual agreement between the Union and the Agency. The Employer agrees to review the status of casual employees on January 1st and July 1st each year and report the results to the Labour Management Committee. When a casual employee has accumulated 1827 hours of service seniority within a fifteen (15) month period in a particular position **or in other positions within the same classification**, the employee shall be regularized.
 - (iv) to perform work on an ongoing indefinite basis with a weekly average up to and including fifteen (15) hours over the period of a year.

“Employer” means the Open Learning Agency.

“Lateral Transfer” refers to the movement of an employee from one classification to another which does not constitute a demotion or promotion.

“Layoff” is a cessation of employment as a result of a reduction in the amount of work required to be

done by the Agency or as a result of a shortage in the Agency's funding.

ÒPromotionÓ means a change from an employee's current classification to one in a higher salary grade.

ÒResignationÓ means a voluntary notice by the employee that he/she is ending his/her service on a specified date or within a specified period of time.

ÒRest PeriodÓ 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.

ÒSalary GradeÓ means each of the salary ranges as shown in Appendix A.

"Spouse" includes husband, wife and common-law spouse.

ÒStraight-time RateÓ means the hourly rate of remuneration.

ÒTime and one-halfÓ means 1.5 times the straight-time rate on an hourly basis.

ÒUnionÓ means the British Columbia Government Employees' Union or the B.C.G.E.U.

ÒWork CentreÓ means the office or other fixed location assigned to an employee where he/she normally reports for work or to which he/she normally returns between assignments.

ÒWork DayÓ 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

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Agency and the Union.
- (b) The parties to this agreement share a desire to improve the efficiency of the Agency's operations and the quality of service provided by the Agency. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all operational levels of the Agency in which members of the bargaining unit are employed.

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

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Agency, or on behalf of the Agency, this Agreement shall take precedence over the said regulation provided such regulations are not made pursuant to a statutory enactment.

1.4 NOTICE OF LEGISLATIVE CHANGE

The Union and the Agency agree that no written proposal submitted by either party to amend, repeal, or revise the *Open Learning Agency Act, SBC 1988, c 62*, or the *Labour Relations Code* or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the other party in writing of the nature of the proposal.

1.5 TERMS USED IN AGREEMENT

- (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 including 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*.

ARTICLE 2 UNION RECOGNITION AND RIGHTS

2.1 BARGAINING UNIT DEFINED

- (a) The Bargaining Unit shall consist of all employees covered by the amended Certificate of Bargaining issued by the Labour Relations Board, dated May 12, 1988, except as varied by any decision of the Industrial Relations Council or by mutual agreement of the parties.
- (b) The parties recognize that referral to the legislated authority is the ultimate step to resolve a dispute and that the parties will make every attempt to freely and fully negotiate the matter of exclusions and to resolve the issues as expeditiously as possible.

- (c) Where the Agency seeks to exclude a position, representation shall be made to the Union in writing. Where agreement is not reached within 14 days of receipt of initial representation, the matter shall be submitted to the Labour Relations Board.
- (d) The question of inclusion or exclusion of new positions, i.e., classifications not existing at present, created by the Agency following the date of signing of this Agreement, will be negotiated with the Union prior to any posting of the job. In the event the parties cannot agree, the question of inclusion or exclusions shall be referred to the Labour Relations Board. Where the parties fail to agree and pending a decision by the Labour Relations Board, the position can be filled and worked.
- (e) Established or upgraded positions in the Bargaining Unit shall not be excluded except by mutual agreement or a decision of the legislated authority.

2.2 BARGAINING AGENT RECOGNITION

The Agency recognizes the B.C. Government Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.3 CORRESPONDENCE

- (a) The Agency agrees that all correspondence between the Agency and the Union related to matters covered in this Agreement including seniority lists shall be sent to the Chair of the Bargaining Unit and to the President of the Union or his/her designate.
- (b) The Agency agrees that a copy of any correspondence between the Agency and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, with respect to the said employee, shall be forwarded to the Chair of the Bargaining Unit and to the President of the Union or his/her designate.

2.4 NO OTHER AGREEMENT

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

2.5 NO DISCRIMINATION FOR UNION ACTIVITY

- (a) The Agency and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity in the Union.
- (b) The parties to this Agreement agree to abide by any guidelines issued by the Human Rights Branch of the British Columbia Ministry of Labour.

2.6 RECOGNITION AND RIGHTS OF STEWARDS AND OFFICERS

- (a) The Agency recognizes the Union's right to select Stewards to represent employees. The Agency and the Union will agree on the number of Stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Agency with a list of the employees designated as Stewards and alternates for each jurisdiction. Until such time as notification is received by the Agency, no recognition of the designated Stewards shall be given.
- (c) A Steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor, or in his/her absence any one of the Agency's excluded personnel before leaving his/her work to perform his/her duties as a Steward. In addition a Steward or

his/her alternate shall inform the supervisor of any Department he/she wishes to enter to perform his/her duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the Steward should notify his/her supervisor.

- (d) The duties of Stewards shall be:
- (i) investigation of complaints by employees whom the Steward represents.
 - (ii) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
 - (iii) supervision of ballot boxes and other related functions during ratification votes;
 - (iv) in his/her capacity as Steward, attending meetings called by Management;
 - (v) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees.

2.7 BULLETIN BOARDS

The Agency will provide a bulletin board for the exclusive use of the Union in each Work Centre. At Mathissi Place the bulletin board shall be enclosed. The Union agrees to post only material relating to the business affairs of the Union.

2.8 UNION INSIGNIA

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Agency shop cards, for the Agency's place 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 "B.C.G.E.U." This designation shall, at the employee's option, be placed on correspondence input by a member of the Union. This designation shall be placed at the bottom of the page.

2.9 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code*. 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 Agency'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

Leaves of absence will be granted to employees under the following conditions and for the following purposes:

- (a) *Without pay and without loss of seniority:*
 - (i) Up to two (2) employees to attend conventions of the Union and bodies to which the Union is affiliated, provided that the Agency receives an advance written notice of at least fifteen (15) days from the Union;
 - (ii) Up to three (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
 - (iii) To employees called by the Union to appear as witnesses before an Arbitration Board,

for an arbitration involving the Agency;

- (iv) For elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area.
- (b) *With pay and without loss of seniority:*
 - (i) For three (3) employees who are on the Union's Bargaining Committee to carry on negotiations with the Agency.
 - (ii) To employees appointed by the Union as Union representatives to Joint Labour Management Committees as specified in this Agreement to attend meetings of the Committees.
- (c) To facilitate the administration of 2.10(a) when leave without pay; is granted, the leave shall be given with basic pay and the Union shall reimburse the Agency for salary and benefit costs, including travel time incurred.
- (d) Leave of absence granted under this article shall include sufficient travel time provided this does not entail any overtime payment. The Union shall provide the Agency 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 Agency agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.11 SEXUAL HARASSMENT

- (a) The Union and the Agency recognize the right of the employees to work in an environment free from sexual harassment, and the Agency undertakes to discipline any person employed by the Agency engaging in the sexual harassment.
- (b) Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment. Certain behaviours that may result in sexual harassment include but are not limited to:
 - ¥ a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - ¥ sexual advances with actual or implied work related consequences;
 - ¥ unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
 - ¥ verbal abuse, intimidation, or threats of a sexual nature;
 - ¥ leering, staring or making sexual gestures;
 - ¥ display of pornographic or other sexual materials;
 - ¥ offensive pictures, graffiti, cartoons, or sayings;
 - ¥ unwanted physical contact such as touching, patting, pinching, hugging;
 - ¥ physical assault of a sexual nature;

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

- (c) During investigations of sexual harassment, the employee allegedly being harassed has the right to discontinue contact with the harasser without incurring any penalty.
- (d) Before initiating a harassment grievance, an employee who believes he or she has a complaint of sexual harassment may, within six (6) months of the latest alleged occurrence, approach their first level of management not involved in the matter for assistance in resolving the issue. The employee or the Director may request the

assistance of other internal or union resource persons with appropriate skills or knowledge to assist in the investigation and resolution of the matter.

- (e) Failing resolution at this level within thirty (30) days of the issue being raised, the employee may refer the matter, in writing, to the Vice-President or his/her designate. The written complaint shall specify the details of the allegation(s) including:

- ¥ the name and title of the alleged harasser;
- ¥ a description of the action(s), conduct, events or circumstances involved in the complaint;
- ¥ the specific remedy sought to satisfy the complaint;
- ¥ date(s) of incidents;
- ¥ names of witnesses (if any);
- ¥ prior attempts to resolve (if any);

The Vice-President or his/her designate will have the matter investigated and will take such steps as may be necessary to resolve the matter. The employee or the Vice-President may request the assistance of other internal or union resource persons with appropriate skills or knowledge to assist in the investigation and resolution of the matter. The Union and employees involved shall be advised in writing of the proposed resolution within thirty (30) days of the matter being referred.

- (f) An employee may, within six (6) months of the latest alleged occurrence, initiate a grievance under this clause at Step 3 of the grievance procedure. Grievances and investigations under this clause will be handled with all possible confidentiality and dispatch.

An alleged offender under this clause shall be entitled:

- (i) to be given notice of the substance of a grievance under this clause;
 - (ii) to be given notice of and to attend, participate in, and be represented at any arbitration hearing which is held as a result of a grievance under this clause.
- (g) Where the complaint is determined to be frivolous and/or vindictive in nature, the Agency shall take appropriate action which may include discipline. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is allegedly being harassed shall not be transferred against his/her will.

2.12 PERSONAL HARASSMENT

- (a) The Agency recognizes the benefit derived from a work environment where employees are treated with dignity and respect.
- (b) Personal harassment is defined as:
 - (i) "Objectionable and unwelcome comment or conduct that is likely to create a hostile, intimidating, or offensive work environment" and;
 - (ii) "Conduct that serves no legitimate work related purpose and which ought reasonably be known to be inappropriate".
- (c) Employees may raise incidents of harassment with the Director, Human Resources, or her/his designate within thirty (30) days of the latest alleged occurrence.

Upon receipt of a formal written complaint, the Director, Human Resources or her/his designate, will investigate and provide the written findings of her/his investigation and any action to be taken, to the parties concerned, including the Union within thirty (30)

days of the matter being referred.

Bargaining unit employees upon request, shall have the right to have a steward present.

- (d) An employee may, within thirty (30) days of the latest alleged occurrence, initiate a grievance under this clause at Step 3 of the grievance procedure. Grievances and investigations will be handled with all possible confidentiality and dispatch. The conduct of the investigation and any findings shall not be completed by the same individual designated as the Agency representative to handle grievances arising from the complaint.
- (e) Employees who make legitimate complaints of personal harassment will not have their careers affected in any adverse manner. Where the complaint is determined to be frivolous and/or vindictive in nature, the Agency shall take appropriate action which may include discipline.
- (f) Where personal harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred.

2.13 EMERGENCY SERVICES

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

2.14 NO STRIKE OR LOCKOUT

The parties agree there will be no strike or lockout during the term of this Agreement.

ARTICLE 3 UNION SECURITY

- (a) All employees in the bargaining unit who on February 27, 1981 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 Sections 15 and 16 of the *Labour Relations Code*).
- (b) All employees hired on or after February 27, 1981 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Sections 15 and 16 of the *Labour Relations Code*).

ARTICLE 4 CHECK-OFF OF UNION DUES AND ASSESSMENTS

- (a) The Agency shall, upon the employee's written authorization, substantially in the form stipulated in Section 16 of the *Labour Relations Code*, as a condition of employment, deduct from the semi-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 one-half of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Agency shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and or By-Laws and owing by the employee to the Union.
- (c) Deductions shall be made semi-monthly and remitted in the second payroll period of each month. 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 Agency shall also provide a list of names of those employees from whose wages such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Agency is obliged to deduct any amount under (a) above, the Union must advise the Agency 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 Agency 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 Agency from the pay of the employees in the bargaining unit.
- (g) The Agency shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

ARTICLE 5 AGENCY AND UNION SHALL ACQUAINT NEW EMPLOYEES

5.1 ACQUAINTING NEW EMPLOYEES

- (a) The Agency agrees to acquaint new employees with the fact that this Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. At the Burnaby Work Centre a new employee shall be advised of the name and location of his/her Steward. At advising centres, where no Steward exists, the employee will be advised of the location of the nearest Union office. To that end, the Union will advise the Agency, in writing, of the location of the nearest office in each area in which the Agency has an office and of any changes made from time to time.
- (b) At the Burnaby Work Centre, the employee's immediate supervisor (or designate) will introduce him/her to his/her Steward within 20 work days.
- (c) The Agency agrees that a Union Steward and or Staff Representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment 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 Agency and the Union.

5.2 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted, or modified by specific terms contained in this Agreement, all of the rights, powers and authority which the Agency had prior to the signing of this Agreement are retained solely and exclusively by the Agency, and remain without limitation within the rights of management.

ARTICLE 6 AGENCY-UNION RELATIONS

6.1 REPRESENTATION

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

transact business.

6.2 UNION REPRESENTATIVE

- (a) The Agency agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Agency, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) The members of the Union's Staff shall notify the excluded designated supervisory official in advance of their intention and purpose for entering the Agency and shall not interfere with the operation of the Work Centre.
- (c) In order to facilitate the orderly and confidential investigation of grievances, the Agency will provide to Union Representatives or Stewards temporary use of an office or similar facility.

6.3 TECHNICAL INFORMATION

- (a) The Agency 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.
- (b) The employer will not be required to provide information which is confidential.
- (c) The Agency will provide the Union with a copy of the annual budget when the Board has approved it and the appropriate Ministries have confirmed it.

ARTICLE 7 RESOLUTION OF GRIEVANCES

7.1 GRIEVANCE RECOGNITION

The Agency and the Union recognize that grievances may arise concerning:

- (a) Differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award including a question as to whether or not a matter is subject to arbitration or
- (b) The dismissal, suspension or discipline, of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

7.2 STEP 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The employees may, at their option, be accompanied or represented by their steward. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to step 2 of the grievance procedure.

7.3 TIME LIMITS TO PRESENT INITIAL GRIEVANCES

An employee who wishes to present a grievance at step 2 of the grievance procedure, in the manner prescribed in section 7.4, must do so no later than 10 work days after the date

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or

- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance, whichever occurred first.

7.4 STEP 2

- (a) Subject to the time limits in 7.3, the employee may present a grievance at this level by
 - (i) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (iii) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall
 - (i) forward the grievance to the representative of the Agency authorized to deal with grievances at step 2;
 - (ii) provide the employee with a receipt stating the date on which the grievance was received.

7.5 TIME LIMIT TO REPLY AT STEP 2

The representative designated by the Agency to handle grievances at step 2 shall reply in writing to an employee's grievance within 10 work days of receiving the grievance at step 2.

7.6 STEP 3

The President of the Union, or his/her designate, may present a grievance at step 3

- (a) within 10 work days after the decision has been conveyed to him/her by the representative designated by the Agency to handle grievances at step 2; or
- (b) within 10 work days after the Agency's reply was due, whichever occurred first.

7.7 TIME LIMIT TO REPLY AT STEP 3

The representative designated by the Agency to handle grievances at step 3 shall reply in writing to the grievance within 10 work days of receipt of the grievance at step 3.

7.8 FAILURE TO ACT

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

7.9 TIME LIMIT TO SUBMIT TO ARBITRATION

Failing satisfactory settlement at step 3, and pursuant to *Article 8*, the President, or his/her designate, may inform the Agency of his/her intention to submit the dispute to arbitration within

- (a) 20 work days after the Agency's decision has been received; or
- (b) 20 work days after the Agency's decision was due.

7.10 ADMINISTRATIVE PROVISIONS

- (a) Grievances and replies at step 3 of the grievance procedure and notifications to arbitrate

shall be by registered mail.

- (b) Grievances, replies and notifications shall be deemed to have been presented on the day on which they were registered, and received on the day they were delivered to the appropriate office of the Agency or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, the parties shall be required to use courier service or to deliver by hand.

7.11 DISMISSAL OR SUSPENSION GRIEVANCES

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within ten (10) work days of the date on which the dismissal or suspension occurred, or within ten (10) work days of the employee receiving notice of such dismissal or suspension.

7.12 DEVIATION FROM GRIEVANCE PROCEDURE

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

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavors to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

7.13 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 Agency or the Union, as the case may be, within 20 work days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in *Article 8* of this Agreement.

7.14 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.

7.15 AMENDING OF 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.

7.16 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

(a) *Purpose and Scope*

Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievance, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this agreement. It is NOT intended to replace those other procedures.

(b) *Optional Grievance Investigation Procedure*

As provided for in Section 103 of the *Labour Relations Code*; where a difference arises between the parties relating to the dismissal discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, the parties will appoint one of the persons named herein as ÒInvestigators,Ó or a substitute agreed to by the parties, to

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference

within 5 days of the date of the receipt of the request; and, for those 5 days from that date, time does not run in respect of the grievance procedure.

(c) *Cost Sharing*

As provided for in Section 103 of the *Labour Relations Code*, each party shall pay 1/3 of the cost incurred in relation to the reasonable remuneration, traveling and out of pocket expenses of the Investigator or his/her substitute. The remaining 1/3 will be paid by the provincial government.

Each of the parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

(d) *InvestigatorsÑAlternates Agreed to, and Selection*

The parties have agreed that for the term of this Agreement, the following persons will be recognized as their ÒInvestigatorsÓ for purposes of this investigation procedure:

Vincent L. Ready
Marguerite Jackson
Stephen Kelleher

Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then each party may cross one name off the list above, and the remaining person will be appointed.

(e) *Option Choice and Timing*

Either party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) work days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing.

The party receiving the notification may refuse to accept the investigation procedure, in which case the provisions of *Article 8.1* are then applicable and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.

(f) *Option for Binding Recommendations*

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

ARTICLE 8 ARBITRATION

8.1 NOTIFICATION

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in *Article 7*, notify the other party within 20 work days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

8.2 COMPOSITION OF THE BOARD OF ARBITRATION

(a) When a party to this Agreement has requested that a grievance be submitted to arbitration, it shall indicate in writing to the other party within five (5) work days from the date of the request its intention to submit the dispute to:

(i) a single arbitrator, as listed in Appendix C;

(ii) a board of arbitration, in which case it shall also indicate the name of its appointee.

(b) In the case of (a)(i), the other party shall, within five (5) work days of receipt of such intention, respond in writing stating:

(i) its agreement to submitting the dispute to a single arbitrator; or

(ii) its disagreement to submitting the dispute to a single arbitrator, in which case it shall also indicate the name of its appointee to a board of arbitration.

In the case of (a)(ii) or (b)(ii), the other party shall, within five (5) work days, indicate in writing the name of its appointee to the board of arbitration, and the two appointees shall then, within ten (10) work days, agree on a mutually acceptable chairperson.

8.3 FAILURE TO APPOINT

In the event that a party fails to name an appointee to a board of arbitration, or the appointees to a board of arbitration fail to agree on a mutually acceptable chairperson, such appointment(s) shall be made by the Minister of Labour pursuant to *Section 86* of the *Labour Relations Code*.

8.4 BOARD PROCEDURE

The Board may determine its own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. It shall make every effort to render a decision within 20 work days of the conclusion of the hearing.

8.5 DECISION OF SINGLE ARBITRATOR OR THE BOARD

The decision of the single arbitrator or of the majority of the Board of arbitration, as the case may be, shall be the decision of the Board and shall be final, binding and enforceable on the parties, pursuant to the *Labour Relations Code*.

The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

8.6 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board decision, either party may apply to the single arbitrator or the Chairperson of the Arbitration Board, as the case may be, to reconvene for the purpose of clarifying the decision, which it shall make every effort to do within seven (7) days of the application.

8.7 EXPENSES OF ARBITRATION BOARD

Each party shall pay:

- (a) One-half (1/2) of the fees and expenses of the Chairperson or single arbitrator, as the case may be; and
- (b) The fees and expenses of its appointee to a board of arbitration, where applicable.

8.8 AMENDING TIME LIMITS

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 BURDEN OF PROOF

In cases of dismissal and/or discipline, the burden of proof of just cause shall rest with the Employer.

9.2 DISMISSAL

The President of the Agency or his/her designate may dismiss an employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.

9.3 SUSPENSION

The President of the Agency or his/her designate may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

Should a suspension pending investigation occur and the period of time required to complete the

investigation exceeds two (2) working days, the employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline, at which time some, none or all of the monies paid may be recovered from the employee.

9.4 DISMISSAL AND SUSPENSION GRIEVANCE

- (a) All dismissals and suspensions will be subject to formal grievance procedure under *Article 7* 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) work days of the action being taken.
- (b) An employee is entitled, prior to the imposition of suspension or discharge, to be notified at a meeting with management of the reason for considering such action, unless he/she is a danger to the safety of himself/herself or others. Where it would not cause undue delay, the employee upon request shall be accompanied by a union representative who shall be advised in advance by management of the time and place of the meeting.

9.5 RIGHT TO GRIEVE OTHER DISCIPLINARY ACTION

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or unsatisfactory performance; appraisals. An employee shall be given a copy of any such document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than official performance appraisals, shall be removed from the employee's file after the expiration of 12 months from the date it was issued provided there has not been any further infraction. The Agency 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.

9.6 PERFORMANCE APPRAISAL

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign. 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. An employee shall receive a copy of his/her performance appraisal at the time of signing. An appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.
- (b) It is understood that a rating of "meets expected results" on a key job dimension on a performance appraisal shall mean that an employee is meeting the basic job requirements for that key job dimension.

9.7 PERSONNEL FILE

In order to facilitate the investigation of a grievance, an employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the presence of an employer representative in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Agency adequate notice prior to having access to such files.

9.8 RIGHT TO HAVE STEWARD PRESENT

- (a) An employee upon request shall have the right to have his/her 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 notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

- (b) A steward shall have upon request the right to consult with a staff representative of the Union and to have a Union staff 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.

9.9 PROBATIONARY PERIOD

- (a) All newly hired employees and casual employees hired into regular job positions shall be subject to a probationary period.
- (b) The probationary period shall be six (6) months worked, except where a casual employee who has accumulated 1827 hours of service seniority within a fifteen (15) month period in a particular position in a particular vacation unit is regularized under (c)(iii) of the Definitions. In such a case, the regularized employee shall be deemed to have served the probationary period.
- (c) If an employee is awarded a regular position in accordance with Article 11.3 and has already served six (6) months (914 hours) as a temporary employee in that position within a twelve (12) month period prior to becoming a regular employee, his or her probationary period shall be reduced to three (3) months.
- (d) Upon successful completion of the probationary period, the employee shall be confirmed as a regular employee.
- (e) The Agency may reject a probationary employee for just cause. The test of rejection for just cause shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (f) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided. After successful completion of the probationary period, seniority shall be effective from the original date of employment as a regular employee.
- (g) The probationary period is not applicable in cases of transfers or promotions in which cases there will be a trial period as provided in *Article 11.9*.
- (h) A rejection during probation shall not be considered a dismissal for the purpose of *Section 9.4* of this Article.
- (i) Probationary employees are not entitled to apply for other job positions within the Agency.

9.10 ABANDONMENT OF POSITION

An employee who fails to report for duty for five (5) consecutive work days without informing the Agency of the reason for his/her absence will be presumed to have abandoned his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Agency.

ARTICLE 10 SENIORITY

10.1 SENIORITY DEFINED

For the purpose of this Agreement,

- (a) "Service seniority" shall mean the length of continuous service as a regular employee of the Agency.
- (b) "Classification seniority" for a regular employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.
- (c) Notwithstanding the provisions of 10.1(b), and subject to clause 10.3, a regular employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Article 11.7 of the Agreement or is demoted through no fault of his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series.

10.2 SENIORITY LIST

- (a) The Agency will provide a seniority list for regular employees within thirty (30) calendar days of January 1st and July 1st of every year and on specific request, will provide one for grievances. The seniority list shall be up to date and contain the following information pertaining to its regular employees:
 - (i) employee's name;
 - (ii) date from which the employee's service seniority is calculated;
 - (iii) employee's current classification and length of service in same.
- (b) The aforementioned Seniority List shall be posted by the Agency for fifteen (15) work days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Agency during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (c) The Agency will provide the Union with a copy of same.

10.3 LOSS OF SENIORITY

- (a) A regular employee who is 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 twenty (20) work days.
- (b) A regular employee who is on leave of absence without pay in an elected or appointed position in the Union shall continue to accrue seniority without benefits during the leave period up to a maximum leave period of one (1) year provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.
- (c) An employee shall, subject to any bridging provisions, lose his/her seniority as a regular employee in the following circumstances:
 - (i) he/she is discharged for just cause; and is not reinstated;

- (ii) subject to *Article 10.4*, he/she voluntarily resigns his/her employment or abandons his/her position;
- (iii) he/she is on layoff for more than one year. In determining the term of a layoff under *Article 10.3(c)(iii)*, any period of re-employment of twenty (20) days worked or less in duration shall not be deemed to be a disruption of the layoff.
- (iv) if, following layoff, he/she fails to return to work within five (5) work days after receiving notice to do so. The employee can rebut this clause by proving that the failure to return to work was a result of circumstances beyond his/her control, and that he/she made every reasonable effort to so advise the Agency.
- (v) accepts severance pay in accordance with *Article 12.5*;
- (vi) refuses recall from layoff in accordance with *Article 12.7f*).

10.4 RE-EMPLOYMENT

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee as a result of reapplying for a job posting and being declared the successful applicant, shall be granted a leave of absence without pay covering those days absent and shall retain all previous seniority and related benefits, provided he/she has not withdrawn his/her superannuation contributions.

10.5 SAME SERVICE SENIORITY DATE

When two (2) or more regular or casual employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

10.6 BRIDGING OF SERVICE

If a regular employee resigns after the signing of this Agreement as a result of a decision to raise a dependent child or dependent children, and is re-employed through winning a competition, upon application he/she shall be credited with length of service accumulated at time of resignation for the purposes of benefits based on service seniority, provided all the following conditions are met:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of resignation.
- (b) the resignation as above was conveyed in writing to the Employer at the time of the resignation.
- (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 elsewhere for a total cumulative period of more than one (1) year.
- (d) Employees who meet the conditions of (a), (b), and (c) above shall be considered as internal applicants, without credit of previous service seniority, for posted vacancies in the Agency.

ARTICLE 11ÑJOB POSTINGS, PROMOTIONS, AND TRANSFERS

11.1 JOB POSTINGS;

- (a) When filling a vacant regular job position, or a newly created regular position within the bargaining unit, and there are no employees on layoff to whom the Agency is obligated under *Article 12.6 (b) and (c)* the Agency shall post notices of the position in all work

centres for a minimum of five (5) work days. At the same time, a copy of the job posting shall also be forwarded to the Union.

- (b) **An ongoing assignment greater than a weekly average of fifteen (15) hours over a period of a year and in excess of twelve (12) months shall be deemed a regular vacancy and posted pursuant to this Article. This provision does not apply to relief assignments, pursuant to Article 18, 19, and 20, to cover temporary absences of regular full-time or regular part-time employees.**
- (c) Job postings shall contain the following information: nature of position, qualifications, experience, required knowledge and education, skills, shift, wage, or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants."
- (d) All job postings shall include the following statement: "Qualified internal applicants shall be given first consideration in filling this position."

11.2 UNION OBSERVER DURING SELECTION PROCESS

A member of the bargaining unit, designated by the Union, may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party.

11.3 OUTSIDE ADVERTISING

- (a) The Agency may advertise outside the Agency during the posting period but outside applicants will not be interviewed until after the posting period has closed and internal applicants have been interviewed.
- (b) The decision of the Agency will be communicated to in-service applicants not more than one month after the closing date specified in the posting.

11.4 APPOINTMENT POLICY

- (a) Positions will be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualifications shall be education, skills, knowledge, experience and years of continuous employment with the Agency.
- (b) In the event that the qualifications of the external and internal applicants for a given position are in relative balance, the appointment shall be awarded to the internal applicant.

11.5 NOTIFICATION

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. Upon written request the unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within five (5) days of being notified of the name and classification of the successful applicant.

11.6 DECISION BETWEEN INTERNAL CANDIDATES

In the event that there are two (2) or more internal candidates, and their qualifications are in relative balance, the job position shall be awarded to the applicant with the greater seniority in the bargaining unit.

11.7 TRANSFERS WITHOUT POSTING

Lateral transfers or voluntary demotions may be granted, without posting, where suitable

vacancies exist for

- (a) compassionate or medical grounds to regular employees who have completed their probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

In such cases the Screening Committee outlined in 11.12 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

- (c) Where requests for transfers are for compassionate reasons, and suitable vacancies do not exist at the time, employees shall be placed on a waiting list until such time as a suitable vacancy becomes available. An employee's name will remain on the waiting list for a maximum of 6 months.

In the case of an employee who seeks the benefit of this provision as the result of medical problems, illness or injury, the waiting period will commence only when the employee has been declared to be medically fit to return to work. Such employees shall remain on the waiting list until a suitable vacancy becomes available within a maximum of one year.

- (d) Those employees whose names are on the waiting list shall be considered to be on leave of absence without pay.

11.8 INTERVIEW EXPENSES

An in-service applicant for a posted position who is not on leave of absence without pay or on layoff, and who has been called for an interview shall be granted leave of absence with base pay and shall have his/her authorized expenses paid. An employee granted leave under this section shall notify his/her supervisor as soon as he/she is notified of this requirement to appear for an interview.

11.9 TRIAL PERIOD

- (a) Should an employee in the bargaining unit receive a transfer or promotion appointment, the employee will serve a trial period as follows:
 - (i) three (3) months worked for jobs in salary grades II through V
 - (ii) six (6) months worked for jobs in salary grades VI through IX.
- (b) Upon successful completion of the trial period, the employee will be confirmed in the job.
- (c) In the event that the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the job, he/she shall be returned to a job in his/her former salary grade without loss of seniority. Where it is practicable to do so, the employee will be returned to his/her former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to a job in his/her former salary grade without loss of seniority.

11.10 RIGHT TO GRIEVE

- (a) An employee may grieve the decision of the Agency at step 3 of the grievance procedure in *Article 7*, within ten (10) work days of being notified of the decision on promotion, demotion or transfer.
- (b) Where a grievance has been filed under this section, no permanent transfers or

placements related to the position in question shall be made until the grievance is resolved.

- (c) Time limits under this clause may be extended by mutual agreement, but the same must be in writing.

11.11 TEMPORARY VACANCIES

- (a) Temporary vacancies of up to twenty-five (25) working days may be filled by the Agency without posting, subject to *Articles 17.9, 26.4 and 32.8* of this Agreement. Extensions beyond the twenty-five (25) working days may be arranged by mutual agreement of the Parties in writing.
- (b) Subject to *Articles 17.9, 26.4 and 32.8*, temporary vacancies for periods in excess of twenty-five (25) working days shall be posted except where the available work has been accepted by an employee on layoff who has recall rights.
- (c) **Temporary vacancies of twenty-five (25) work days or more shall be posted except where the available work has been accepted by an employee on layoff who has recall rights. A qualified regular employee who is successful in applying for a temporary lateral transfer or a temporary promotion shall have their previous position protected. Leave to move to the temporary position will not be unreasonably withheld.**

11.12 SCREENING COMMITTEE

- (a) The Screening Committee shall review cases of regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their positions. The Committee shall also review cases of all employees who have become incapacitated through industrial injury or industrial illness.
- (b) Following the review of such cases, the Screening Committee, taking into account the best interests of the employee and the Agency, shall make recommendations to the Agency in accordance with their agreed terms of reference.
- (c) The recommendations of the Screening Committee shall be adopted by the parties. In the event that the recommendations are not unanimous, the recommendations of a majority of the Screening Committee will stand as the governing recommendations.
- (d) The Screening Committee shall consist of a qualified medical practitioner as a Chairperson, and two members. The Agency and the Union shall each appoint one person to serve as members. The parties shall select the medical practitioner and the Agency shall pay the attendant remuneration and expenses of the person so selected.

ARTICLE 12 LAYOFF

12.1 CAUSE

In the event of the need to lay off an employee(s) as per the Definition of Layoff, the Agency shall give the Union notice of the number of employees affected, the classifications(s) and the positions in which a layoff of employees is to take place.

The Agency will meet with the Union within five (5) days of providing notice to discuss the layoff and any related matter.

12.2 LABOUR FORCE ADJUSTMENT

To minimize layoffs the following options shall be considered by the Employer:

- (a) **job sharing;**
- (b) **transfer to vacant position;**
- (c) **reduced hours of work;**
- (d) **voluntary severance;**
- (e) **early retirement incentives per Article 12.7;**
- (f) **continuation of MSP, Extended Health and Dental benefits for three (3) months, if option (d) or (e) are chosen;**
- (g) **any other relevant options.**

The Employer shall copy the Union on any correspondence to an employee or from an employee with regards to the above options. Any compensation provided under Article 12.2 and 12.6 will not exceed the cost that would be incurred through layoff under the collective agreement.

12.3 PRE-LAYOFF CANVASS

- (a) **If the Labour Force Adjustment conducted by the Employer has not prevented the need for a layoff, the Employer shall provide the Union notice per Article 12.1. The notice shall include where the reduction is required; the number of positions to be affected; the department (s); the work centre; the classification and qualifications of the positions; the reasons for layoff; the cost reduction; and the employees identified for pre-layoff canvass.**
- (b) **A Joint Layoff Committee shall be comprised of equal numbers of both the Union and excluded OLA management to a maximum of two (2) each. The Joint Committee shall meet within seven (7) calendar days of the notice provided under (a) to discuss the Agency's plan with respect to layoff and attempt to reach agreement, within seven (7) calendar days of the first meeting, on the layoff plans including the scope of a pre-layoff canvass.**
- (c) **Once the Committee has determined the scope of the canvass, written notice to the regular employees to be canvassed shall be given by the Employer. Copies will be provided to the Union.**
- (d) **It is understood that regular employees selecting voluntary severance or early retirement shall not be entitled to bumping or recall rights. A voluntary resignation or early retirement must prevent a layoff of a regular employee who would be entitled to layoff notice or severance pay under the Collective Agreement;**
- (e) **Employees who are canvassed and who voluntarily respond to the canvass above, must do so in writing within ten (10) calendar days of receipt of the notice;**
- (f) **When the number of employees responding is greater than the reduction number identified by the Agency, the regular employee with the most service seniority will be granted their pre-layoff option provided the compensation limit under Article 12.2 is not exceeded.**
- (g) **The Agency will confirm the employee's option with the employee and the Union, in writing, within seven (7) calendar days. This selection is final and binding.**
- (h) **If the number of employees who voluntarily choose the pre-layoff options is**

insufficient to meet the reduction as identified in Clause 12.3 (a) or no employees voluntarily chose pre-layoff, the Agency will proceed with layoff notice as outlined in Article 12.4.

12.4 LAYOFF PROCEDURE

- (a) In the event of layoffs, the Agency shall layoff **employees in reverse order of service seniority with casual employees being laid off prior to regular employees.**
- (b) **Notice of layoff shall be served to the junior employee within the classification, provided the remaining employee(s) has the education, skills, knowledge, and experience or an equivalent combination of qualifications for the position.**

When two or more regular employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

- (c) **Should the Agency wish to retain a casual employee, the Agency will meet with the Union and discuss their continuing employment based on the following criteria:**
 - (i) **time left on assignment;**
 - (ii) **unique skill set;**
 - (iii) **bona fide business reason.**

- (d) A regular employee shall notify the Agency, in writing, **within eight (8) calendar days** of receiving layoff notice whether he/she opts for layoff, wishes to be placed into an existing vacancy as per (e) or wishes to replace an employee within his/her seniority unit as per (f). **For work centres located outside of the Lower Mainland, employees may only exercise these options within their work centre.**

- (e) Where the Agency has determined there is a vacant regular position available in the same or lower pay grade at the time the employee is to be laid off, the Agency shall offer the employee to be laid off the position provided that the employee has the education, skills, knowledge and experience **or an equivalent combination of qualifications** to perform the duties of the position. For the purpose of this article, experience at the Agency will be considered in determining the level of qualifications.

- (f) Where the employee declines an offer made pursuant to (e) above, or no vacancy is deemed suitable or is available, the employee to be laid off may **bump either the employee with the least seniority within the same pay grade or the employee with the least seniority within subsequent lower pay grades. In either case, the employee who is bumping must have the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position.** Such a displacement shall not constitute a promotion.

- (g) **Where the employee declines an offer made pursuant to (e) above, or no vacancy is deemed suitable or is available, the employee replaced as a result of (f) above may bump, in turn, either the employee with the least seniority within the same pay grade or the employee with the least seniority within subsequent lower pay grades. In either case, the employee who is bumping must have the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position. Such a displacement shall not constitute a promotion.**

- (h) The junior employee who is affected by (f) **or** (g) above shall have the right to be placed into an existing vacancy, as determined by the Agency, provided that the employee has the education, skills, knowledge and experience **or equivalent combination of qualifications** to perform the duties of the position.

- (i) Where no vacancy exists or is deemed suitable the employee who is then to be laid off cannot claim nor exercise similar protection as is provided in (f) *or* (g) above.
- (j) An employee who is reclassified downward under *Article 12.4* shall not be paid more than 15% in excess of the salary for the last step in the grade in which his/her new position is located and shall not receive future increases until the salary for the last step of the grade reaches the protected rate.
- (k) An employee who moves into a new position as a result of this article shall have a forty (40) day familiarization period. Where the position requires a longer period, the Agency may extend it following discussion with the Union. **During this period, the Agency shall provide the job specific training necessary for the employee to acquire the skills to perform the duties of the position.**

12.5 NOTICE AND SEVERANCE PAY;

- (a) Notice—Where a regular employee is to be laid off from the Agency, after having successfully completed the probation period, because of a reason provided for in 12.1 of this Article, twenty (20) work days—notice or pay in lieu thereof shall be given.
- (b) Severance pay—At the time of layoff the employee shall elect to retain seniority for recall purposes, or to take severance pay in which case 12.5(c) of this Article shall apply. The severance pay would be two (2) weeks—pay per year of completed service, to a maximum of twenty-four (24) weeks—pay after twelve (12) or more years of completed service.
- (c) An employee who has received severance pay shall be considered terminated and shall lose all rights to recall. An employee who has received severance pay and who is subsequently re-employed shall commence as a new employee.

12.6 RECALL

Except as provided in 12.5(c), a regular employee on layoff shall retain recall rights for a period of twelve months commencing with the date of the layoff. The recall procedure shall be as follows:

- (a) A laid off employee shall be automatically considered for any higher paying position which becomes vacant, provided the employee **has the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position.** The selection for that vacant position shall be made pursuant to *Article 11* of this Agreement.
- (b) In the event that the laid off employee—former position, or a position in which the nature of the work is reasonably similar to that which the employee carried out prior to layoff, becomes vacant, then the laid off employee shall be offered the position provided the employee **has the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position.** If this situation occurs and there are two or more laid off employees in the same circumstances the vacant position shall be offered to the most senior of the laid-off employees.
- (c) Where a lower paying position becomes vacant, the laid-off employee shall be offered the position provided the employee **has the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position.** The laid-off employee shall have the right to refuse this offer, and such refusal shall not be considered a refusal pursuant to 12.4(e).
- (d) The Agency shall send notice of such vacant positions to laid-off employees. It is the

responsibility of the laid-off employee to ensure that the Agency is duly notified of his/her current address.

- (e) Where an employee is unavailable for, or declines two (2) offers of re-employment made pursuant to this Article, on separate days within one (1) recall period, he/she shall be deemed to have declined the opportunity for employment and shall be dropped from the Recall List. In such a case, the person could only return to the Agency as a new employee.
- (f) An employee who **has the education, skills, knowledge, and experience or an equivalent combination of qualifications to perform the duties of the position**, is offered a **temporary vacancy or fixed term recall** and accepts that **temporary vacancy or fixed term recall**, cannot claim the right to notice or pay in lieu pursuant to *Article 12.3(a)* when that term expires and the employee returns to layoff status.

However, if the employee declines the **temporary vacancy or fixed term recall**, he/she will not be dropped from the Recall List as provided in *12.4(e)*. **For the purposes of this provision and Article 11.11 (a) and (b) the Agency shall notify the employee by telephone.**

- (g) **A regular employee on layoff who has opted for recall will be entitled to the following benefits:**
 - (i) **Basic Medical;**
 - (ii) **Extended Health;**
 - (iii) **Group Life;**
 - (iv) **Dental;**

for a period of one (1) year from the date of layoff. Premium payments will be paid by the Employer on behalf of the employee.

12.7 EARLY RETIREMENT INCENTIVE

- (a) **At anytime, the Employer may make a written offer of an early retirement incentive to regular employees who are age fifty-five (55) or over and have a minimum of ten (10) years' contributory pensionable service with the municipal or college pension plan.**
- (b) **The offer will advise the employee of the right to consult his or her Union, the early retirement date, the specific amount of the incentive, the payment schedule, any financial counseling being offered to the employee at the expense of the Employer, and the availability of any continuation of medical, extended health or other benefits in a group of employees or retirees.**
- (c) **Acceptance or rejection must be communicated in writing by the employee within fourteen (14) calendar days of the date of the offer, unless this period is extended by mutual agreement.**
- (d) **The amount of the incentive will be based on regular wages excluding rates in the following amounts:**

<u>Full Years to Retirement</u>	<u>Incentive</u>
1	Up to 20% of annual salary
2	21-40% of annual salary
3	41-60% of annual salary
4	61-80% of annual salary

5 or more

81-100% of annual salary

ARTICLE 13 HOURS OF WORK

The Parties recognize the Agency's right to establish hours of operation to provide adequate service to the public and to fulfill the functions of the work unit.

13.1 HOURS OF WORK

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

13.2 WORK SCHEDULES

Subject to the other applicable provisions contained in this Agreement, the Agency retains the right to determine the hours of operation of the Agency and all of its facilities, as well as the numbers of employees and classifications of positions which are required. All resulting work schedules for employees will be established in accordance with the following:

- (a) The normal work week for full-time employees covered by this Agreement shall consist of five (5) consecutive days.
- (b) The normal work day for full-time employees shall be seven (7) hours duration, exclusive of the meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.
- (c) Where any schedule is established based on work days or work weeks other than those outlined in (a) and (b) above, such shifts shall be subject to the provisions of *Articles 14.1, 14.2, 14.3 and 13.2(d)*.
- (d) In creating new work schedules which do not conform to (a) and (b) above, those employees who were covered by the Agreement on October 21, 1981, cannot be required to change their work schedules against their wishes. The specific employees who are protected by this provision, and their work schedules which are protected, are set out in Appendix E to this Agreement.
- (e) When making changes in work schedules, or establishing new work schedules, the Agency shall conform to the following:
 - (i) Any continuing five (5) day work week shall be on the model of five (5) work days followed by two (2) days off;
 - (ii) When creating new schedules which involve work weeks other than Monday through Friday, only one of the five (5) work days shall be a Saturday or Sunday.
 - (iii) Where employees, who as a group work staggered hours for coverage, cannot agree on time slots, then the matter will be decided by seniority.
- (f) The protection which is afforded to the existing employees in paragraph (d) above is not intended to prevent the Agency from hiring new employees to work schedules other than those set out in paragraphs (a) and (b). And paragraph (d) is not intended to prevent existing employees from being appointed to work new or different work schedules from those in which they are protected, should the employees wish to make the change.
- (g) Except as provided for in (c) above, no employee's shift shall be changed more than three times in a calendar year. The intention of this provision is to minimize the number

of times that employees are required to change shifts and the Agency recognizes that any shift change shall be justifiable.

13.3 CONVERSION OF HOURS

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Clauses 16.3 or 16.4 of this Agreement, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

Days off in lieu of General Holidays shall be scheduled by mutual agreement between the employee concerned and the Agency and taken within sixty (60) days following the General Holiday. If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster. This clause does not apply where the days in lieu of General Holidays are built into the shift system.

(b) *Vacation*

Where an employee is granted vacation pursuant to Section 17.1 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 General Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 16 of this Agreement, the time off granted will be seven (7) hours per day per designated General Holiday for a full-time employee and prorated for a part-time employee.

13.4 REST PERIODS AND CLEAN-UP TIME

(a) *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.

(b) *Clean-up Time*

Employees shall be allowed up to five (5) minutes during the work day or shift for clean-up and/or wash-up purposes.

13.5 STAND-BY

Employees will not be required to stand-by to be called for duty.

13.6 MEAL PERIODS

Each employee shall have an unpaid meal period, scheduled as closely to the middle of the shift as reasonably possible. The meal period will be sixty (60) minutes in duration except where a

thirty (30) minute meal period has been agreed to in advance by an employee and his/her supervisor. Requests by employees for thirty (30) minute meal periods will not be unreasonably refused, but such requests must be made in advance.

13.7 POINTS OF ASSEMBLY AND WORK START TIMES

All employees shall have one location assigned as their work centre. Where the Agency requires an employee to report for work at a location other than the employee's assigned work centre, the employee will be entitled to claim mileage allowance, covering the additional distance to be traveled. The time involved in travel shall be considered as time worked.

13.8 FLEX-TIME

- (a) For the purpose of this Agreement, flex-time means the hours worked by an employee, or group of employees, who are given authority by the Agency to:
 - (i) choose their starting and finishing times; and,
 - (ii) choose their length of work day within a maximum of ten (10) hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period of:
 - (1) seventy (70) hours per 2-week period; or
 - (2) one hundred and forty (140) hours per 4-week period.

Although authorization of flex-time is at the sole discretion of the Agency, requests for flex time will be given reasonable consideration by the Agency.

- (b) The full-time employee under this clause who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period such number of hours will be deemed to be the hours of absence.

13.9 MODIFIED WORK WEEK

Providing the criteria listed below are met, the Agency shall grant permission to work a modified work week. These criteria may only be changed by mutual agreement between the parties.

- (a) For any department wishing to implement a modified work week, the following guidelines will apply:
 - (i) The modified work week shall not result in increased costs to the Agency.
 - (ii) The modified work week shall not result in a diminution of services.
 - (iii) Performance indicators to measure i) and ii) above shall be mutually agreed to at the departmental level prior to implementation. Departments must have established and maintained records of performance indicators prior to implementation so that a before and after analysis can be conducted.
 - (iv) Implementation of the modified work week is dependent upon endorsement of a majority of bargaining unit employees in the affected department.
 - (v) The modified work week will apply to all regular full-time employees and casual full-time employees whose term of employment is three months or longer, in the department, except those employees working flex-time schedules. Employees may be excluded by mutual agreement at the local level.

- (vi) The work day on a modified work week shall be seven (7) hours and thirty (30) minutes in duration. The extra thirty (30) minutes worked per day shall be accumulated, at straight time rates, to be scheduled as a day off every three weeks. Where possible the day off shall be Monday or Friday.
 - (vii) The scheduled day off may be rescheduled by mutual agreement and taken within twenty (20) work days from the day on which it was originally scheduled.
 - (viii) Only days on which seven and one-half (7 1/2) hours are worked shall generate a half (1/2) hour credit towards a day off.
 - (ix) Any shortfall in annual hours worked shall be scheduled by mutual agreement in the two (2) week period following the date on which the shortfall occurred.
 - (x) Where possible, employees shall schedule medical and/or dental appointments outside regularly scheduled working hours.
- (b) Where implementation of a modified work week has resulted in an increase in costs or diminution of service, the Agency may revoke the modified work week by serving notice of same. Such notice shall be served to the local shop steward.
 - (c) Any disputes arising from the modified work week may be referred to the Labour Management Committee.

ARTICLE 14 SHIFT WORK

14.1 DEFINITION OF SHIFTS

Employees covered by flex-time and modified work week arrangements 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 appropriate premium in accordance with *Article 14.2* of this Agreement.

14.2 SHIFT PREMIUMS

- (a) Shift premiums shall be paid in accordance with the following schedule:

Shift Starting Time	Hours at No Premium	Shift Premium Applicable	
		Hours at 75 cents Premium	Hours at 85 cents Premium
6:00 a.m.	7		
7:00 a.m.	7		
8:00 a.m.	7		
9:00 a.m.	7		
10:00 a.m.	7		
11:00 a.m.	7		
12:00 noon	5	2	
1:00 p.m.	4	3	
2:00 p.m.		7	
3:00 p.m.		7	
4:00 p.m.		7	
5:00 p.m.		7	
6:00 p.m.		7	
7:00 p.m.		7	

8:00 p.m.		4	3
9:00 p.m.		3	4
10:00 p.m.			7
11:00 p.m.			7
12:00 midnight			7
1:00 a.m.			7
2:00 a.m.			7
3:00 a.m.			7
4:00 a.m.	3		4
5:00 a.m.	4		3

- (b) Shift premiums will apply to hours worked on part-time shifts.
- (c) Shift premiums will apply to a maximum of seven (7) hours per assigned shift where the length of the work day has been varied in accordance with *Article 13 Hours of Work*.
- (d) Shift premiums will apply to overtime hours in conjunction with a shift.

14.3 NOTICE OF NEW WORK SCHEDULES OR SHIFTS

- (a) Subject to *13.2(d)*, schedules of shift work for regular employees and casual employees working a scheduled shift shall be posted at least five (5) days in advance of the starting day of a new schedule. However, the Agency will make every effort to post schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.
- (b) In the event that schedules of shift work are changed without the five (5) days advance notice required for reasons other than (c) below, the affected employees will receive overtime rates for work performed on the first shift within the five (5) day notice period.
- (c) In the event that schedules of shift work and/or hours of work are changed for an employee without forty-eight (48) hours advance notice, where such change is the result of actions of another employee utilizing the benefits provided in this Agreement, or where the change is the result of conditions beyond the control of the Agency, the employee affected will receive a premium of 55 cents per hour for work performed on the first shift only. Thereafter, no premium regarding notice is payable.

14.4 SHORT CHANGE OVER PREMIUM

- (a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of the next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24-hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24-hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in section *14.4(a)*.

14.5 EXCHANGE OF SHIFTS

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

14.6 ALLOCATION OF SHIFTS

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

14.7 SPLIT SHIFTS

Except for regularly scheduled meal breaks, there shall be no split shifts.

ARTICLE 15 OVERTIME

15.1 DEFINITIONS

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

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

15.3 OVERTIME ENTITLEMENT

- (a) A full-time employee will be entitled to compensation for authorized overtime in excess of
 - (i) the scheduled daily hours; or
 - (ii) the maximum daily hours for those employees on flex-time; or
 - (iii) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours, 152.25.
- (c) Overtime shall be compensated in 30-minute increments, however, employees shall not

be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

(d) A part-time employee will be entitled to compensation for authorized overtime as follows:

(i) subject to the provisions of *15.10 (a, b, & c)*

(ii) regular overtime rates shall apply after the normal hours in the work day for all work on holidays and regular days off.

15.4 RECORDING OF OVERTIME

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

Where the employee opts for payment in cash, the Agency shall make every reasonable effort to make payment by the end of the month following the month in which: (1) overtime was worked and/or (2) cash payment was elected as provided for in *Article 15.6* of this Agreement.

15.5 SHARING OF OVERTIME

Overtime work shall be allocated equitably considering availability, suitability and location of employees. A report of overtime payout(s) and banked overtime by employee will be submitted to the Labour Management Committee within thirty (30) calendar days of January 1st and July 1st of each year.

15.6 OVERTIME COMPENSATION

(a) Overtime worked by full-time employees shall be compensated at the following rates:

(i) time and one-half the straight-time hourly rate for the first two (2) hours of overtime on a regularly scheduled work day; and

(ii) double the straight-time hourly rate for all overtime hours worked in excess of two (2) hours of overtime on a regularly scheduled work day; and

(iii) double the straight-time for all hours worked on a day of rest.

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

(b) Regular employees shall have the option of being compensated for overtime in cash or compensatory time off.

If the employee elects to take compensatory time off, the Agency shall make every reasonable effort to schedule such time off, by mutual agreement, within the latter of the Agency's fiscal year in which the overtime is worked, or within sixty (60) days from when it was earned. If such mutual agreement cannot be reached, the employee shall be paid in cash for the overtime on the last day of the fiscal year in which the overtime was earned, or the sixtieth (60th) day after it was earned, whichever is later. Overtime cannot be banked as compensatory time off, and carried forward into a new fiscal year other than within the sixty (60) day provisions of this article.

(c) Casual employees who are hired for specified periods of more than six (6) months shall, where possible, have the option of being compensated for overtime as outlined in (b) above. All other casual employees shall be paid in cash for overtime.

- (d) 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 his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An employee on travel status who is required to travel on Agency business outside his/her regular work hours shall be compensated at the applicable overtime rates for all hours traveled. The Agency may determine the means of such travel.
- (f) Upon termination, any overtime payment due shall be paid in cash.

15.7 OVERTIME MEAL ALLOWANCES

- (a) When an employee is required to work a minimum of two and one-half (2-1/2) hours of overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed in the amount of \$9.00. A meal break of one-half hour with pay will be given.
- (b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours' work thereafter.
- (c) When an employee is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Agency shall provide the meal or pay the overtime meal allowance.

Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.
- (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 his/her regular shift times for a normal workday.
- (e) Where any of the meals provided under (a), (b), or (c) above duplicate a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.

15.8 NO LAYOFF TO COMPENSATE FOR OVERTIME

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

15.9 RIGHT TO REFUSE OVERTIME

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

15.10 OVERTIME FOR PART-TIME EMPLOYEES

- (a) A part-time employee; working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the

normal work days in the work week of a full-time employee.

- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

15.11 CALL-OUT PROVISIONS

- (a) Call-out compensation—A regular employee who is called back to work outside his/her regular work hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back having proceeded directly to and from work.
- (b) Call-out time which abuts the succeeding shift—
- (i) If the call-out is for three 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 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 regular shift less the amount that call-out exceeds three 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) and (ii) above it is agreed that "call-out" means that the employee has been called out without prior notice.
- (c) Overtime or call-out which does not abut the succeeding shift—
- (i) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift.
- (ii) In a call-out situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of call-out and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift.
- (iii) If the elapsed eight-hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift with no shortfall.
- (d) Time spent by an employee traveling to work or returning to his/her residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in 15.11(b)(ii) and (c)(ii), then that portion of the shift shall be compensated at overtime rates.

15.12 REST INTERVAL AFTER OVERTIME

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

ARTICLE 16—HOLIDAYS

16.1 GENERAL HOLIDAYS

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

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

- (b) Any other holiday proclaimed as a holiday by Federal, Provincial or Municipal Government Legislation shall also be a paid general holiday.
- (c) Employees are entitled to receive pay for the above general holidays, subject to the following qualifying conditions:
- (i) Regular full-time and regular part-time employees must work the last regularly scheduled day of work prior to the Paid Holiday and the first regularly scheduled day of work after the Paid Holiday in order to qualify for the Paid Holiday.
 - (ii) It is understood that employees who on the last regularly scheduled day of work prior to the Paid Holiday and on the first regularly scheduled day of work after the Paid Holiday are on approved leave with pay provided for in *Articles 17, 18, 19.2, 19.3 or 19.4* shall have been deemed to have worked the last regularly scheduled day of work before the Paid Holiday and the first regularly scheduled day of work after the Paid Holiday.
 - (iii) Casual employees shall receive pay for general holidays in accordance with *Article 31.9*.

16.2 HOLIDAYS FALLING ON SATURDAY OR SUNDAY

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

16.3 HOLIDAY FALLING ON A DAY OF REST

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated as described in *Article 15.6(a)*

16.4 HOLIDAY FALLING ON A SCHEDULED WORK DAY

An employee who is required to work 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 in accord with this Agreement.

16.5 HOLIDAY COINCIDING WITH A DAY OF VACATION

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

16.6 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 his/her regular position for a majority of the 60 work days preceding his/her holiday, in which case he/she shall receive the higher rate.

ARTICLE 17 ANNUAL VACATION ENTITLEMENT

17.1 DEFINITION

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

- (a) A regular full-time employee who has received at least ten (10) days' pay at straight-time rates shall be entitled to take vacation with pay in accordance with the following schedule commencing with his/her first complete calendar year:
 - (i) in the first complete calendar year of employment fifteen (15) work days;
 - (ii) in the third complete calendar year of employment twenty (20) work days;
 - (iii) in the sixth complete calendar year of employment twenty-five (25) work days;
 - (iv) in the twelfth complete calendar year of employment thirty (30) work days;
 - (v) in the fifteenth complete calendar year of employment thirty-one (31) working days;
 - (vi) in the sixteenth complete calendar year of employment thirty-two (32) working days;
 - (vii) in the seventeenth complete calendar year of employment thirty-three (33) working days;
 - (viii) in the eighteenth complete calendar year of employment thirty-four (34) working days; and
 - (ix) in the nineteenth complete calendar year of employment thirty-five (35) working days.
- (b) A regular part-time employee shall be entitled to annual vacation as above on a prorated basis.

Vacation Carry Over (one time only)

Employees who are entitled to an extra week, or portion thereof, of vacation as a result of the agreement between the Agency and the B.C.G.E.U. at negotiations, and who are unable to schedule this vacation in the 1992 vacation year, will be eligible to carry over the one week vacation, or portion thereof, on a one-time-only basis. This additional vacation must be taken in the subsequent vacation year.

17.2 VACATION EARNINGS FOR PARTIAL YEARS

- (a) (i) During the first partial year of service a new employee will earn one-twelfth of the

annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates.

(ii) Subject to *Article 17.6*, any unused vacation earned during the first partial year will be paid to the employee at December 31 of that year.

(iii) Probationary employees shall earn annual vacation entitlement during the probation period, but will not be permitted to take annual vacations until after six (6) calendar months of employment.

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

(c) Regular employees are not entitled to receive cash in lieu of vacation time except upon termination.

17.3 VACATION SCHEDULING

(a) For purposes of vacation scheduling, the calendar year will be used.

(b) For purposes of scheduling, the calendar year in which an employee's anniversary date of employment falls, shall be the year in which the increased entitlement is counted in accordance with *17.2(b)*.

(c) *Prime Time Vacation Period*

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 he/she chooses to take his/her vacation entitlement provided that the Employer's ability to provide service is not impaired.

(d) *Preference in Vacation*

Preference in selection of vacation periods within a vacation unit (Appendix F) will be determined on the basis of service seniority. Employees shall exercise their seniority selection rights by March 15th.

When an employee decides to split his/her vacation entitlement into two or more periods, then scheduling of the second and subsequent vacation periods will be done on a rotation basis by seniority and will not occur until after all other employees in the vacation unit concerned have had their previous vacation period scheduled.

For scheduling purposes vacation period is defined as one continuous and uninterrupted period of time.

(e) *Vacation Schedules*

(i) Vacation schedule forms shall be posted by February 1 of each year in each work unit. Employees shall make vacation selections by March 15 of each year. The completed vacation schedule shall be posted by March 31.

(ii) An employee who does not exercise his/her seniority rights within two (2) weeks of the vacation schedule being posted shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.

- (iii) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (iv) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (v) Any employee transferred by the Agency shall maintain his/her vacation period. However, no other employee's scheduled vacation shall be affected by the transfer.
- (vi) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (vii) Vacation schedules may be amended at any time by mutual agreement of the Agency and any employee affected by the change.
- (f) *Entitlement to be Specified in Annual Schedule*

When the annual vacation schedule is prepared in accordance with 17.3 (e), the Agency shall specify in the schedule the amount of vacation entitlement for each employee.

EXPLANATION OF ANNUAL VACATION PROVISIONS (Reference: Article 17)	
1.	NEW EMPLOYEE HIRED BEFORE JULY 1
	A newly hired employee who starts work with the Agency prior to July 1 in any year, earns vacation at the rate provided in <i>Article 17.2(a)(i)</i> . That employee can carry over up to five (5) days of vacation leave into the following year, as provided in <i>Article 17.6</i> . Any earned but unused vacation leave which is not carried over is paid out by the Agency at December 31st of that year, as provided in <i>Article 17.2(a)(ii)</i> .
2.	NEW EMPLOYEE HIRED ON OR AFTER JULY 1
	A newly hired employee who starts work on or after July 1 in any year, earns vacation at the rate provided in <i>Article 17.2(a)(i)</i> . That employee cannot carry vacation leave forward in that first calendar year. Any earned but unused vacation leave is paid out by the Agency at December 31st of that year as provided in <i>Article 17.2(a)(ii)</i> .
3.	CALENDAR YEAR FOLLOWING YEAR OF HIRE
	In the first complete calendar year of employment with the Agency (that is, the calendar year following the year in which the employee was hired) the employee schedules and takes vacation leave as though he/she had worked that entire calendar year. The amount of vacation leave is calculated according to the appropriate entitlement in <i>Article 17.1</i> and the monthly calculation in <i>Article 17.2(b)</i> . If the employee terminates or is terminated before December 31st of that year, the Agency will deduct from the employee's final cheque, an amount equal to the unearned vacation pay which the employee was given.
4.	YEAR IN WHICH AMOUNT OF ENTITLEMENT CHANGES
	In any calendar year in which an employee's vacation leave increases as provided for in <i>Article 17.1</i> , the employee schedules and takes vacation leave as though he/she had worked that entire calendar year. The amount of vacation leave is calculated according to the appropriate entitlements for the months before and after the employee's anniversary date. The respective

entitlements will be as provided in *Article 17.1* and the monthly calculation as provided in *Article 17.2(b)*. If the employee terminates or is terminated before December 31st of that year, the Agency will deduct from the employee's final cheque, an amount equal to the unearned vacation pay which the employee was given.

17.4 VACATION PAY

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a minimum of forty-five (45) out of the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of any regular paycheque(s) issued during the vacation period.

17.5 APPROVED LEAVE OF ABSENCE WITH PAY DURING VACATION

When an employee is in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with *Clauses 19.2, 19.6, 19.8 and 19.9(a)* during his/her 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 on time. An employee intending to claim displaced vacation leave must advise the Agency and provide necessary documentation within seven (7) days of returning to work.

17.6 VACATION CARRY OVER

- (a) An Employee may carry over up to five (5) days of vacation leave per vacation year for two consecutive years, to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year, except when extended by mutual agreement between the Employer and the Union. Such an extension may be granted for emergency or unusual circumstances and must be taken not later than the fourth consecutive vacation year. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days of vacation leave into their first vacation year. An Employee shall not receive cash in lieu of vacation time except upon termination.
- (b) A single vacation period which begins in one calendar year and overlaps the beginning of the next calendar year shall be considered as vacation for the year in which the vacation period commenced.

17.7 CALL BACK ON VACATION

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

17.8 VACATION LEAVE ON RETIREMENT

An employee scheduled to retire and to receive a superannuation allowance under the Agency's applicable pension acts or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

17.9 VACATION RELIEF

Where vacation relief is required, the Agency shall give regular employees in the vacation unit who have the qualifications and ability to perform the job, the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category. Where more

than one employee has the qualifications and ability to substitute, the opportunity shall be given to the employee with the greatest service seniority.

17.10 EARNED BUT UNUSED VACATION ENTITLEMENT—DEATH

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

ARTICLE 18—SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY

The Agency agrees to provide Short-Term Illness and Injury coverage and Long-Term Disability coverage in accordance with Appendix G of this Agreement.

ARTICLE 19—SPECIAL AND OTHER LEAVE

19.1 MAXIMUM LEAVE ENTITLEMENT

Maximum leave entitlement under *Articles 19.3, 19.4, and 19.13* shall not exceed a total of five (5) work days per calendar year, unless additional special leave is approved by the Agency.

19.2 BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall normally not exceed five work days.
- (b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on annual vacation at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual vacation.

19.3 SPECIAL LEAVE

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
 - (i) Marriage of the employee three (3) days
 - (ii) Attend wedding of the employee's child one (1) day
 - (iii) Birth or adoption of the employee's child one (1) day
 - (iv) Serious household or domestic emergency one (1) day
 - (v) Moving household furniture and effects one (1) day
 - (vi) Attend his/her formal hearing to become Canadian citizen one (1) day

- (vii) Attend funeral as pallbearer or mourner one-half (1/2) day
- (viii) Court appearance for hearing of employee's child one (1) day
- (b) Two weeks' notice is required for leave under subsection (a)(i), (ii), (v), and (vi).
- (c) For the purpose of subsection (a) (iv), (vi), (vii) and (viii) leave with pay will be only for the work day on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under subsection (a)(v), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving or packing of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under (a)(v) on two occasions within the preceding twelve months.

19.4 FAMILY ILLNESS

- (a) In the case of illness of an employee's dependent child, or dependent spouse, parent or parent-in-law, and when no one else is able to provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any time for this purpose.
- (b) The Agency may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

19.5 FULL-TIME UNION OR PUBLIC DUTIES

The Agency shall grant, on written request and with at least fifteen (15) days' notice, leave of absence without pay

- (a) for a maximum of ninety days for employees to seek election in a Municipal, Provincial, or Federal election.
- (b) for a period of one year for employees selected for a full-time position with the Union or any body to which the Union is affiliated.
- (c) for a maximum period of five years for employees elected to public office.
- (d) where an employee has been elected to a seat on a Municipal Council or School Board, and the meetings of that body are held during the employee's normal working hours, the Agency shall grant leave without pay to attend such meetings.
- (e) Federal and Provincial offices—There are no restrictions 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 *Section 19.5(a)* to engage in the election campaign. If elected, the Employee shall be granted leave of absence in accordance with *Section 19.5(c)*. If not elected, the employee shall be allowed to return to his/her former position.
- (f) where the approved leave of absence is in excess of twenty (20) consecutive work days, the Agency shall only maintain the benefits normally paid on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the Agency will only continue such benefit coverage if the Union or the employee pays to the Agency, in advance of the commencement of the employee's leave, the amount owing to cover the continuing benefit coverage during the balance of the approved leave.

19.6 LEAVE FOR COURT APPEARANCES

- (a) The Agency shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Agency all moneys paid to him/her by the court, except traveling and meal allowances not reimbursed by the Agency.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court action arising from employment with the Agency, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.
- (h) The employee shall report for work immediately if excused from jury duty or from appearing as a witness for the day, provided there are more than two (2) hours of work left in the work day.

19.7 LEAVE FOR WRITING EXAMINATIONS

When examinations for courses approved by the Agency are scheduled to be written solely during an employee's regularly scheduled working hours, the Agency shall grant to that employee a leave of absence with pay for the duration of the said examination. Employees shall advise the Agency of the time and place of the examination as soon as they are made aware of that information.

19.8 LEAVE FOR TAKING COURSES

- (a) A regular employee shall be granted leave with pay to take courses at the request of the Agency's President or Vice-President(s). The Agency shall bear the full cost of the course including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary traveling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Agency when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

19.9 EDUCATION LEAVE AND TRAINING

Purpose

The parties recognize the need to provide employees with the opportunity for career and professional development by providing them with an opportunity for educational leave and/or reimbursement of tuition fees and/or the cost of course-required materials.

- (a) *Fund*

- (i) The Agency shall, at the beginning of each fiscal year, allot an amount equal to 0.2% of the aggregate annual salaries of regular bargaining unit employees on staff at the beginning of each fiscal year to be disbursed according to the provisions of this Article.
- (ii) Applications under this Article shall be considered by the Labour Management Committee.
- (iii) The Labour Management Committee shall establish criteria to be used when considering applications under this Article.
- (iv) Provided all the following conditions are met, applications may be approved, amended or denied by the Committee. If the Committee approves, or approves as amended, an application for leave, then the Agency shall grant the employee leave with partial pay as determined by the Committee.
 - (1) the employee has completed one (1) year of continuous service as a regular employee, with the Agency.
 - (2) where leave is requested, the leave shall not exceed eight (8) months.
 - (3) where paid leave is granted, the maximum salary assistance to be provided by the Agency shall not exceed 75% of the employee's basic pay.
 - (4) the education leave or training is of benefit to both the Agency and the employee.
 - (5) where educational leave is requested, the employee shall sign a commitment to the effect that he/she will remain in the service of the Agency after the completion of the leave for a period equivalent to three times the duration of the leave multiplied by the percentage of salary assistance. (Failure to comply will result in the employee being required to reimburse the Agency the amount of assistance on a pro rata basis.)
- (v) **When taking an approved Non-Agency course, a regular post-probationary employee shall be eligible for reimbursement of tuition fees and/or the cost of course related materials, provided the Fund can bear these costs.**

(b) *Future Operation*

The Labour Management Committee shall monitor the operation of this clause and may, from time to time, recommend appropriate procedural/structural changes to the parties.

(c) *Agency Study Benefits*

- (i) The Agency will waive the tuition fees for six (6) Agency courses per calendar year for regular employees who have completed their probation period. These courses are to be taken outside of the employee's normal work hours. If such courses are only offered during regular work hours, permission may be obtained from the administrator provided that arrangements are made to make up time absent at no expense to the Agency.
- (ii) In the event that an employee does not successfully complete an Agency course, the Agency is authorized to recover the total tuition fee for the course from the employee.
- (iii) If an employee terminates employment with the Agency prior to successful completion of a course, the Agency is authorized to recover the total tuition fee for the course

from the employee.

(d) *Conferences and Seminars*

Consistent with present practice the Agency will review on a continuing basis the practicability of having employees attend conferences and seminars of a specialized nature in their respective fields at Agency expense. Upon return from such conferences or seminars the employee may be required to submit a report to the Agency head concerned.

(e) *In-Service Examination*

Employees shall be permitted to write any in-service examination required by the Agency, 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 reexamined. This provision shall not apply to examinations set as a condition of initial employment.

(f) *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 his/her 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 his/her application by the Agency. Employees shall suffer no loss of regular salary as a result of such attendance.

19.10 FEDERAL, PROVINCIAL, AND MUNICIPAL ELECTIONS

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

19.11 GENERAL LEAVE

Notwithstanding any provision for leave in this Agreement, the Agency may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances, or for any other reason which, in the opinion of the Agency, is a valid reason. Such request shall be in writing and may be approved by the Agency. Approval shall not be withheld unjustly.

- (a) Where possible, the employee's request must be made in writing and delivered to the Agency at least ten (10) work days before the requested date of commencement if the requested leave is for no longer than ten (10) consecutive work days. Where the requested leave is for longer than ten (10) consecutive work days, a written request shall be delivered to the Agency at least fifteen (15) work days before the requested date of commencement.
- (b) An employee who is absent on such an approved unpaid leave of absence shall accumulate seniority only during the first twenty (20) work days of such leave. Thereafter, seniority shall remain frozen, pending the employee's return to active employment.
- (c) Where the approved leave of absence is in excess of twenty (20) consecutive work days, the Agency shall only maintain the benefits normally paid for on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the Agency will only continue such benefit coverage if the Union or the employee pays to the Agency, in advance of the commencement of the employee's leave, the amount owing to cover the

continuing benefit coverage during the balance of the approved leave.

- (d) During unpaid leave of absence, the employee will not be entitled to general holiday pay or annual vacation pay.

19.12 DEFINITION OF CHILD

Except for purposes of bereavement leave, wherever the word "child" is used in this Agreement it shall mean a person under the age of nineteen years living with and/or under the supervision of an employee or age nineteen (19) to twenty-four (24) and in full time attendance at an educational facility.

19.13 LEAVE FOR MEDICAL CARE AND LEAVE FOR DENTAL CARE

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled work hours, reasonable time off for medical and dental appointments for an employee or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence will be charged to the entitlement described in *Article 19.1*.

19.14 SPORTS LEAVE

- (a) An employee selected to participate in the Olympic Games, Pan American Games, Commonwealth Games or Canada Summer Games as an athlete or as an official shall be allowed one month leave of absence to prepare and participate. Such a leave shall be without pay and benefits but without loss of seniority.
- (b) Additional leave of up to two months may be granted upon request of the employee. Such leave shall not be withheld unreasonably.

ARTICLE 20 MATERNITY, PARENTAL, AND ADOPTION LEAVES

20.1 MATERNITY LEAVE

A pregnant employee shall qualify for maternity leave upon completion of the initial probation period as follows:

- (a) Upon written request the employee will be granted leave of absence without pay for a period of not more than six (6) months. Written request must be received at least four (4) weeks prior to the commencement of the leave.
- (b) The period of maternity leave without pay shall commence eleven (11) weeks immediately before the estimated date of birth, subject to (c) following.
- (c) The Agency shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) The Agency reserves the right to require the employee to provide a medical certificate certifying the employee is medically capable of continuing to work or returning to work.
- (e) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.
- (f) If an employee maintains coverage for medical, extended health, dental, group life, and/or long-term disability; the Agency agrees to pay the Agency's share of these premiums.
- (g) Notwithstanding *Article 17*, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity 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 17.6*.

- (h) Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

20.2 PARENTAL LEAVE

The purpose of this leave is for the primary care and custody of the newborn child or newly adopted child(ren). An employee who is a natural or adopting mother or father shall qualify for parental leave upon completion of the initial probation period as follows:

- (a) Upon written request, the employee will be granted leave of absence without pay for a period of up to six (6) months. Written request must be received at least four (4) weeks prior to the commencement of the leave, and in the case of adoption leave, as much notice as is practical.
- (b) Employees requesting parental leave must provide a doctor's certificate stating the estimated or actual date of birth or a letter providing evidence of the adoption; of the child(ren).
- (c) Where both parents are employees of the Agency, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of six (6) months. The leaves shall only be granted to one employee-parent at a time.
- (d) Parental leave will commence:
 - (i) in the case of a natural mother, immediately upon expiration of the maternity leave;
 - (ii) in the case of a natural father, within the fifty-two (52) week period after the birth of the child(ren);
 - (iii) in the case of an adopting mother or father, within the 52-week period after the child(ren) comes into the actual care and custody of the mother or father.
- (e) On return from parental leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.
- (f) If an employee maintains coverage for medical, extended health, dental, group life, and/or long-term disability, the Agency agrees to pay the Agency's share of these premiums.
- (g) Notwithstanding *Article 17*, vacation entitlements and vacation pay shall continue to accrue while an employee is on parental leave for the first six (6) months of parental 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 17.6*. An employee cannot access this provision in combination with *Article 20.1(g)*.
- (h) Parental leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

20.3 SENIORITY RIGHTS ON RE-EMPLOYMENT

- (a) An employee who returns to work after the expiration of maternity and/or parental leave shall retain the seniority he/she had accrued immediately prior to commencing maternity and/or parental leave and shall be credited with seniority for the period of time covered by the maternity and/or parental leave.

- (b) An employee shall be deemed to have resigned on the date on which his/her maternity and/or parental leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the maternity and/or parental leave. In the case of an employee taking parental leave only, the employee shall be deemed to have resigned on the date on which the parental leave commenced if application for re-employment is not made one (1) month prior to the expiration of the parental leave.

20.4 EXTENSION OF MATERNITY LEAVE /PARENTAL LEAVE

- (a) Where the original application for maternity and/or parental leave is for a period of less than twelve (12) months, it can be extended for an additional period so the resulting extended leave does not exceed twelve (12) months, inclusive of any time taken by way of maternity and/or parental leave. Such an extension must be for health reasons for the newborn and/or newly adopted child(ren) and will be without pay. A doctor's certificate is required. Benefit provisions under 20.2(f) shall apply.
- (b) Parental leave for the purposes of adopting child(ren) shall be extended up to an additional six (6) months without pay for the newly adopted child(ren)'s health reasons where a doctor's certificate is presented.

20.5 SICK LEAVE DURING PREGNANCY

- (a) An employee who qualifies for benefits under the Short-Term Illness and Injury Plan (STIIP), who becomes ill due to pregnancy and prior to entitlement to Unemployment Insurance benefits, may claim benefits under the Short-Term Illness and Injury Plan.
- (b) Where an employee continues to work beyond the commencement of the eleven (11) week period referred to in 20.1(b), and then becomes ill, or is injured, such illness or injury shall be covered by application of the STIIP as follows:
 - (1) Where illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled date of commencement of maternity leave.
 - (2) Where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.

ARTICLE 21 HEALTH AND SAFETY

21.1 CONDITIONS

The Union and the Agency agree to comply with the regulations made pursuant to the *Workers' Compensation Act* and the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment.

21.2 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The Agency and the Union agree to establish Occupational Health and Safety Committee(s) as required under the Workers' Compensation Board regulations. At the Agency the Occupational Health and Safety Committee shall be composed of personnel employed at the Burnaby Work Centre. The composition will be determined locally through management and local Union representatives.

Union representatives shall be appointed by the B.C. Government Employees' Union. This committee will meet pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations at regular intervals to be determined by the committee, 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 committee(s) shall be sent to the Union and the Agency.

21.3 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) a safety officer

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

21.4 INJURY PAY PROVISION

An employee who is injured on the job during work hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

21.5 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 Agency. The Agency shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation, whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Agency.

21.6 ENVIRONMENTAL PROTECTION

It is mutually agreed that the preservation of a safe, clean and healthy work environment is a vital and desirable objective. The Agency and the Union mutually agree therefore, to pledge their joint best efforts toward the realization of this objective. To this end, it is agreed that the Labour Management Committee will:

- (a) assess the nature and extent of environmental hazards attributable to the operation of the Agency;
- (b) identify the causes and sources;
- (c) recommend measures to be taken leading toward early action to correct the procedure and practices responsible.

21.7 INVESTIGATION OF ACCIDENTS

The Occupational Health and Safety Committee, as provided in *Section 21.2*, shall be notified of each accident or injury and shall investigate and report to the Union and Agency on the nature and cause of the accident or injury. In the event of a fatality the Agency shall immediately notify the General Secretary of the nature and circumstances of the accident.

21.8 OCCUPATIONAL FIRST AID REQUIREMENTS

- (a) The Union and the Agency agree to fully comply with the First Aid Regulations made pursuant to the *Workers' Compensation Act*.

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

(c) Employees required to possess an Occupational First Aid Certificate shall receive the following allowance on the basis of the Class of certificate which they hold as follows:

Per Month

Occupational First Aid Certificate, Level III \$75.

Occupational First Aid Certificate, Level II \$60.

Occupational First Aid Certificate, Level I \$50.

(d) The Occupational Health and Safety Committee will review the current criteria for selection of employees, including the Agency hours of operation and injury statistics, interested in becoming Occupational First Aid Attendants.

Upon completing the review the committee will make recommendations to the Director of Human Resources regarding amendments relating to the current criteria.

21.9 OCCUPATIONAL HEALTH AND SAFETY COURSES

There shall be established a Joint Committee composed of two representatives of the Agency and two representatives of the Union. The Joint Committee, in consultation with the Workers' Compensation Board, shall develop a training program for the Safety Committee Members dealing with the objectives and duties of Occupational Health and Safety Committees.

21.10 SUPPLY AND MAINTENANCE OF EQUIPMENT

A regular employee shall not suffer any loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Agency failing to furnish or properly maintain equipment, machinery, or supplies.

21.11 WORKING HAZARDS

The Agency undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees. Whenever an employee observes what appears to be an unsafe or harmful condition or act, he/she shall report it as soon as possible to a supervisor or to the Agency.

21.12 VIDEO DISPLAY TERMINALS

(a) Employees who are required to regularly work directly with Video Display Terminals that use cathode ray tubes shall do so under the following conditions:

(i) Such employees are entitled to have their eyes examined by an Ophthalmologist of the employee's choice, as follows:

(1) Once per year for employees over 40 years of age;

(2) Once every 2 years for employees under age 40.

(ii) The Agency shall grant leave of absence with pay for employees to have such tests, and shall assume the costs of such tests where such costs are not covered by insurance.

(iii) In the event that the eye tests provided above result in special spectacles being prescribed, the Agency will assume the costs of such spectacles where such costs are not covered by insurance.

- (iv) Such employees who, on an ongoing basis, operate terminals that use cathode ray tubes shall have a ten (10) minute break away from the terminal after each hour of continuous operation, except where the employee is otherwise entitled to a rest break under *Article 13.4(a)* or a meal break under *Article 13.6*. The breaks shall be taken in accordance with the details provided in Appendix H to this Agreement.
- (v) A pregnant employee shall not be required to operate such equipment against her will and such an employee may elect to take alternative work which shall be offered by the Agency or the employee may elect to take an unpaid leave of absence as provided for in Article 20.4.
- (b) The Agency shall agree to take every reasonable step to:
 - (i) ensure that new V.D.T.s have adjustable keyboards and screens;
 - (ii) minimize lighting glare;
 - (iii) arrange for annual tests for radiation or harmful emissions.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.1 DEFINITION

Technological change means

- (a) The introduction by the Employer of a change in the work, undertaking, or business, or a change in the equipment or material from the equipment or material previously used by the Employer in the work, undertaking, or business; or
- (b) A change in the manner the Employer carries on the work, undertaking, or business related to the introduction of that equipment or material.
- (c) Technological change shall not include layoffs caused by budget limitations, decreases in the amount of work to be done, or other temporary, seasonal, or sessional interruptions of work.

22.2 NOTICE

Not less than two (2) months before the introduction of any technological change that affects the terms and conditions, or security, of employment of a significant number of employees, the Agency shall notify the Union of the proposed change.

22.3 COLLECTIVE BARGAINING

Within fourteen (14) days of the date of notice under *Article 22.2* of this agreement, the Union and the Agency shall commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

22.4 FAILURE TO REACH AN AGREEMENT

Where, under *Article 22.3*, an agreement is not reached prior to the full implementation of the technological change, the Union may apply to the *Labour Relations Board* to determine whether the collective agreement should be declared to be terminated.

22.5 TRAINING

Where technological change may require additional knowledge and skill on the part of the

regular employees, such employees shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new work within a reasonable training period. The Agency agrees to pay regular employees at their prevailing rate of pay during such training period.

22.6 SEVERANCE PAY

If by reason of any technological change, the Agency is unable to provide work for any regular employee and additional knowledge and skill are not appropriate pursuant to *Article 22.5*, the Agency shall pay lump sum severance pay. Severance pay shall be determined on the basis of two weeks' pay at the regular employee's rate of pay for each complete year of service, to a maximum of twenty-four weeks' pay. Should employees be laid off without the notice required by *Article 12*, they shall receive pay in lieu of notice additional to the severance pay required by this clause.

22.7 PRIORITY IN VACANCY

Employees laid off due to technological change shall be recalled in accordance with *Article 12.6*. Recall, unless the employee has elected to take severance pay, in which case *Article 12.3(c)* applies and the employee forfeits the rights of recall.

ARTICLE 23 CONTRACTING OUT

The Agency 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.

The Agency agrees to allow access to the Contracts to Purchase Service Agreements to the Bargaining Unit Chairperson. **Upon request, the Agency designate will provide copies of such contracts to the Bargaining Unit Chairperson and discuss contracts that are of concern to the Union.**

ARTICLE 24 HEALTH AND WELFARE

24.1 BASIC MEDICAL INSURANCE

All regular employees whether full-time or part-time may choose to be covered by the Medical Plan for which the British Columbia Medical Plan is the licensed carrier. Benefits and premiums shall be in accordance with the existing policy of the plan. The Agency will pay 100% of the regular premium.

24.2 EXTENDED HEALTH CARE PLAN

The Agency shall pay 100% of the monthly premium for regular full-time and regular part-time employees entitled to coverage under the existing Extended Health Care Plan, or the equivalent thereof. Optical coverage for employees under the plan shall be one hundred and fifty dollars (\$150.00) every two years.

24.3 DENTAL PLAN

The Agency shall pay the monthly premium for regular full-time and regular part-time employees entitled to coverage under the existing dental plan which provides:

- | | | | |
|-----|--------------------------------|---|---------------|
| (a) | Plan A (Routine Treatment) | ~ | 100% coverage |
| (b) | Plan B (Major Treatment) | ~ | 80% coverage |
| (c) | Plan C (Orthodontic Treatment) | ~ | 50% coverage |

The benefits under Plan C are limited to children who are residing in British Columbia and are not entitled to dental care coverage through their own employment to their 18th birthday and to a lifetime maximum of seventeen hundred and fifty dollars (\$1,750.00) total payment per child.

24.4 GROUP LIFE INSURANCE

The Agency shall continue to provide regular full-time and regular part-time employees with Group Life Insurance with benefits equal to twice an employee's annual salary with a minimum of \$25,000. The Agency shall pay one hundred (100%) percent of the premium for this insurance coverage.

24.5 MEDICAL EXAMINATION

Where the Agency requires an employee to have a medical examination or medical interview, it shall be at the Agency's expense and on the Agency's time.

24.6 HEALTH AND WELFARE PLANS

A copy of the master contracts with the carriers for the extended health care, dental plan and group life insurance plans shall be forwarded to the President of the Union.

24.7 BENEFITS—LEAVE OR LAYOFF

When an employee is absent on an approved leave of absence in excess of twenty (20) consecutive work days, or is laid off, the Agency shall only maintain the benefits normally paid on behalf of that employee for the balance of the month in which the leave or layoff commences. Thereafter, the Agency will only maintain such benefit coverage if the Union or the employee pays to the Agency, in advance of the commencement of the employee's leave, the amount owing to cover the continuing benefit coverages during the period of the absence.

ARTICLE 25—CLOTHING

25.1 PROTECTIVE CLOTHING

The Agency shall provide adequate and appropriate protective clothing for the following classes of employees:

- (a) Employees in the Print Shop Department;
- (b) Employees in the Materials Distribution area;
- (c) Graphic artists;
- (d) Registry—for mail and exam handlers.

25.2 UNIFORMS

The Agency shall not require the employees to wear uniforms or uniform apparel.

25.3 UNION LABEL

All protective clothing issued by the Agency shall bear a Union label.

25.4 MAINTENANCE OF CLOTHING

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

ARTICLE 26—PAYMENT OF WAGES AND ALLOWANCES

26.1 EQUAL PAY

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

26.2 PAY DAYS

- (a) Employees shall be paid semi-monthly with paydays being the 15th day and the last day of each month.
- (b) When a payday falls on an employee's rest day, the Agency agrees to issue the employee's pay cheque on the last shift worked prior to the payday, provided the cheque is available.
- (c) If the cheque is not available on the payday, the Agency shall arrange for the employee to be provided with an adequate advance on his/her salary.
- (d) Upon written request, regular employees may elect to have their cheques mailed directly to any chartered bank or credit union in the province of British Columbia.
- (e) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

26.3 RATES OF PAY

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The applicable rates of pay are recorded as Appendix A to this Agreement.
- (b) An employee who severed his/her employment between April 1, 1994 and the signing of this Agreement shall be entitled to receive full retroactive increase in salary upon written request provided to the Employer within thirty (30) calendar days of the signing of this Agreement.
- (c) 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.
- (d) *Salary Increments*

Subject to satisfactory performance, a full-time employee will advance one step on the Salary Schedule on the employee's anniversary date.

In the event that an employee's performance is judged to be unsatisfactory under the performance appraisal scheme provided in *Article 9.6* of this Agreement, the employee will not advance on the Salary Schedule unless and until he/she has achieved the satisfactory standard. Once the employee has met the standard, he/she reverts to his/her anniversary date relative to future increments.

The increment date shall be delayed and altered accordingly if the employee is on leave of absence without pay. The period of delay shall be one (1) month for each month of absence or any portion thereof exceeding ten (10) work days.

In the case of a promotion, the increment date shall be altered to the anniversary of the

promotion.

An unsatisfactory performance appraisal is one which contains unsatisfactory ratings on one-half or more of the major job dimensions as provided in the job description of the position.

- (e) Any absence from duty with pay shall not result in a delay in the increment.
- (f) No employee shall suffer a reduction in wages as a consequence of the new wage schedule contained in this Agreement.

26.4 SUBSTITUTION PAY

When an employee temporarily substitutes in or performs the principal duties of a higher paying position, he/she shall receive the minimum rate of the new salary range or one step above the employee's regular salary 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 Agency to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description or where the substitution lasts for less than one full shift.

26.5 RATE OF PAY ON RECLASSIFICATION OR PROMOTION

- (a) When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the minimum rate of the new salary range or one step above the employee's regular salary rate, whichever is greater, but not more than the top of the new salary range.
- (b) The above does not apply to new positions or existing positions, the responsibilities of which have been substantially changed.

26.6 PAY ON TEMPORARY ASSIGNMENT

A regular employee temporarily assigned by the Agency to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

26.7 DOWNWARD RECLASSIFICATION OF POSITION

- (a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.
- (b) *No Loss in Salary*
 - (i) An employee whose position is reclassified to a lower salary grade step through no fault of the employee shall not suffer a reduction in salary: see *Article 26.7(a)* above.
 - (ii) Further, the employee shall receive 50% of any negotiated general salary increase applicable to the new salary grade step to which the employee has been reclassified.
 - (iii) When the salary grade step to which the employee has been reclassified equals or exceeds the employee's protected salary level, thereafter the employee will receive 100% of any negotiated general salary increases which are applicable.

(c) *Elimination of Present Classifications*

No existing classification shall be eliminated without prior consultation and agreement with the Union.

This provision does not obligate the Agency to fill any vacancy within a particular classification.

26.8 SALARY RATE ON DEMOTION

Where an employee is demoted for reasons other than stipulated in *Clause 26.7*, the employee will be placed in the step in the lower grade corresponding to the one from which he/she has been demoted.

ARTICLE 27 REIMBURSEMENT OF EXPENSES AND TRAVEL COSTS

27.1 REIMBURSEMENT OF COSTS

Employees required to travel on the Agency's business or employees entitled to reimbursement of expenses shall be reimbursed as follows:

Effective April 1, 1993

(a) *Meals*

<i>Breakfast</i>	<i>Ñ up to</i>	<i>\$ 7.00</i>	<i>without receipts</i>
<i>Lunch</i>	<i>Ñ up to</i>	<i>\$ 8.75</i>	<i>without receipts</i>
<i>Dinner</i>	<i>Ñ up to</i>	<i>\$15.25</i>	<i>without receipts</i>
<i>Total</i>		<i>\$31.00</i>	

(b) *Lodging*

Reasonable actual cost, based on receipts.

(c) *Fares*

Reasonable actual cost (normally based on economy air fare) with receipts.

An employee going on authorized travel will be provided with an adequate travel advance, upon request.

(d) The Agency agrees to provide air travel insurance to a maximum of \$100,000 to cover employees who are required to travel by air on Agency business.

27.2 TYPE OF ACCOMMODATION

It is agreed and understood that the employee will be entitled to single accommodation and that the sharing of the room with other employees will not be required except under unusual circumstances.

27.3 VEHICLE ALLOWANCE

Vehicle allowances for all distance traveled on the Agency's business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. The rate of reimbursement shall be 29 cents per kilometre (effective April 1, 1993).

27.4 UPGRADING QUALIFICATIONS

Where the Agency requires an employee to upgrade his/her 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 Agency.

27.5 LATE NIGHT TRANSPORTATION

An employee required to work other than the employee's normal work hours and who must travel to or from home between midnight and 6:00 a.m. shall be reimbursed for the actual cost of commercial transportation upon presentation of receipt.

27.6 PROHIBITION AGAINST RELOCATION

The Agency will not require an employee to change job locations against the employee's will, where such a move would necessitate a residential move.

27.7 ENTERTAINMENT EXPENSES

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

27.8 EXPENSES WITHIN HEADQUARTERS' AREA

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

27.9 TELEPHONE ALLOWANCE

Employees on travel status who are required to obtain overnight accommodation; shall be entitled to claim for one three (3) minute telephone call home, within British Columbia, for every three (3) nights away.

ARTICLE 28 - POSITION CLASSIFICATIONS

28.1 JOB EVALUATION COMMITTEE

The Employer and the Union agree to establish a Joint Job Evaluation Committee. Committee membership will be composed of an equal number of Union and Employer representatives.

The purpose of the Committee shall in compliance with this Agreement:

- (a) determine its own procedure;
- (b) ensure the ongoing application of the job evaluation plan.

In order to perform their duties, the committee members will be provided access to relevant documentation such as job evaluation reports, job specifications and individual ratings for jobs.

Representatives of the Committee shall attend meetings with no loss of pay or seniority.

28.2 JOB DESCRIPTIONS

The Agency agrees to supply the President of the Union or his/her designate with the job description and grade specifications for all positions in the bargaining unit.

28.3 CLASSIFICATION AND SALARY GRADE DETERMINATION

When a new or substantially altered classification covered by this Agreement is introduced by the Agency and the salary grade assigned is in dispute between the parties, the Union may refer the matter within twenty (20) work days of receipt of written notice to the Job Evaluation Committee for determination.

28.4 CLASSIFICATION APPEAL PROCEDURE

An employee shall have the right to appeal the classification of the position he/she occupies where the position questionnaire is not accurate or the duties of the position have changed since the last review. Such an appeal shall be in accordance with the following provisions and shall not be considered a grievance under *Article 7* of this Agreement.

- (a) Where an employee wishes to initiate an appeal of the classification of the position he/she occupies, the employee shall provide an updated written position questionnaire and a written statement summarizing the basis for the appeal to his/her supervisor. The supervisor shall respond in writing or arrange to meet with the employee within ten (10) calendar days of the receipt of the employee's documents. The supervisor shall forward a copy of the position questionnaire, the employee's statement and a copy of his/her response to the Human Resources Department.
- (b) Within thirty (30) calendar days, a Human Resources representative shall review the duties and responsibilities of the position with the employee and the employee's supervisor, and any information arising from the review shall be forwarded to the Job Evaluation Committee.
- (c) The employee and/or supervisor is entitled to make verbal and/or written submissions to the Committee in support of his/her appeal; however, the Committee's review shall take place in camera.
- (d) Within sixty (60) calendar days of Human Resources receiving the appeal application, the employee and the supervisor will be notified of the Committee's decision which shall be final and binding on the parties.
- (e) If the Job Evaluation Committee is unable to agree on the disposition of the appeal, then the matter will be referred by the Committee to the Classification Arbitrator as set out in *Article 28.5* of this agreement.
- (f) Where the Committee's review, or the Classification Arbitrator's review, results in a higher grade on the salary scale, then the implementation date of such reclassification shall be the date that the employee initiated the written appeal in accordance with (b) above.
- (g) Where the Committee's review, or the Classification Arbitrator's review, results in a lower grade on the salary scale, then the implementation date of such reclassification shall be the date of the Committee's or Arbitrator's decision and shall be in compliance with *Article 26.7* of this agreement.
- (h) The parties agree that neither market value or volume of work will be a factor in determining classification level.

28.5 CLASSIFICATION ARBITRATOR

The Classification Arbitrator shall be selected by mutual agreement by the Parties.

The power of the Arbitrator shall be limited only to the matter(s) in dispute submitted to him/her.

The decision of the Arbitrator shall be final and binding on the Parties.

The costs of the Arbitrator shall be shared equally by the Parties.

ARTICLE 29 JOINT COMMITTEE

29.1 ESTABLISHMENT OF LABOUR MANAGEMENT COMMITTEE

(a) A single Labour Management Committee for the entire Agency shall be established at the Burnaby Work Centre for the following purposes:

(i) to review matters, other than grievances, relating to the maintenance of good relations between the Parties;

(ii) to make recommendations to correct conditions causing grievances and misunderstanding.

(b) The Committee shall have the power to make non-binding recommendations to the Union and the Agency on such matters.

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 Agency and shall not have the power to bind either the Union or its members or the Agency to any decisions or conclusions reached in their discussions.

(c) The Labour Management Committee shall meet at the call of either party at a mutually agreeable time and place, but not more than once every two (2) months unless both parties consent.

(d) The Committee shall be composed of four members: two (2) Management Representatives and two (2) Union Representatives. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(e) This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

29.2 CHAIRPERSON OF COMMITTEE

An Agency Representative and a Union Representative shall alternate in presiding over meetings.

ARTICLE 30 SECONDMENT

Employees, except by mutual agreement between the Employer and the employee, shall not be subject to secondment. The terms and conditions of any secondment shall be determined by the principals to this agreement.

Definition of Secondment

A process by which the Agency may assign, or the employee may request to be assigned, to

another agency, board, society, commission, or Employer not subject to this Agreement.

ARTICLE 31 CASUAL EMPLOYEES

31.1 LETTER OF APPOINTMENT

A casual employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.

31.2 SENIORITY ON APPLYING FOR REGULAR POSITIONS

- (a) When an entry level regular position becomes vacant and no regular employee applies, the senior qualified casual employee in the work centre who has the ability to do the job, and who applies, shall be appointed to the position as a regular employee.
- (b) Casual employees who have completed two hundred (200) work days in a fifteen (15) month period, as outlined in 31.2(c), will be recognized as in-service applicants when applying for regular positions.
- (c) Subject to 31.4, a casual employee who has worked 200 days within the 15-month period immediately prior to application for a regular position, or a casual employee who is on layoff status and who has worked 200 days within the 15-month period prior to being laid off, will have his/her length of service as a casual employee recognized subject to appointments on merit.

31.3 SENIORITY

- (a) For the purpose of layoff and recall, a casual employee who has completed in excess of thirty (30) work days shall accumulate service and classification seniority within a work centre. Seniority shall be calculated on the basis of:
 - (i) all hours worked at the straight-time rate, and
 - (ii) designated paid holidays or days off in lieu.

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

Upon completing thirty (30) work days (seven-hour shifts), a casual employee's seniority shall include the accumulated thirty (30) work days.

- (b) For the purpose of layoff and recall, casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Agency, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
- (c) Subject to Article 31.4 of this Agreement, an employee shall retain his/her service and classification seniority if he/she is transferred by the Agency from one work centre to another.

31.4 LOSS OF SENIORITY

A casual employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she resigns or abandons his/her position;

- (c) he/she is on layoff for more than eight (8) months;
- (d) he/she is unavailable for or declines two (2) offers of re-employment within one (1) recall period, on separate days, in which the duration and nature of work is reasonably similar to that which he/she carried out prior to layoff;

A recall period is that period between the end of one duration of employment and the beginning of the next duration of employment.

- (e) he/she becomes a regular employee.

31.5 LAYOFF AND RECALL

- (a) Layoff of casual employees; shall be by classification in reverse order of service seniority within a work centre.
- (b) Casual employees on layoff shall be recalled in order of service seniority within a work unit, provided the casual employee is qualified and has the ability to carry out the work which is available.
- (c) Notwithstanding *31.5(a)*, casual employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with *31.5(b)*.
- (d) Casual employees hired for special projects, as mutually agreed between the Agency and the Union, or casual employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with *Section 31.4(a)* of this Agreement upon completion of their project or program.
- (e) The Employer shall schedule time periods during which casual employees on layoff shall be contacted as work is available, in accordance with the following:
 - (i) Time periods shall be scheduled to meet the Employer's operational needs.
 - (ii) At the time of hire, an employee shall be notified of the time period during which the Employer may call him/her. Thereafter, an employee shall be advised of any changes to this scheduled time period.
 - (iii) No one scheduled time period shall be longer than three (3) consecutive hours per day.
 - (iv) An employee who is contacted during the scheduled time period and declines the work offered or is unavailable will be considered to have declined under *Article 31.4(d)*.
 - (v) An employee who is contacted outside the scheduled time period and declines the work offered or is unavailable will not be considered to have declined under *Article 31.4(d)*.
- (f) A casual employee who notifies the Employer that he/she is unavailable, prior to the time period for contact, shall not have the unavailability count as an occurrence for the purposes of *31.4(d)* if he/she has a justifiable reason. A justifiable reason shall include an explanation of illness provided that the employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer.

31.6 APPLICATION OF AGREEMENT

- (a) Except as otherwise noted in this Article, the provisions of *Articles 10, 12, 16, 17, 18, 19, 20, 22 and 24* of this Agreement do not apply to casual employees. The provisions of other Articles of this Agreement apply to casual employees, except as otherwise

indicated.

- (b) Time spent at court by a casual employee in his/her official capacity shall be at his/her regular rate of pay.
- (c) Court actions arising from employment with the Agency which require a casual employee's attendance at court shall be with pay.
- (d) Any casual employee who is eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

31.7 HEALTH AND WELFARE

Casual employees shall receive compensation of forty (40) cents per hour worked, up to a maximum of sixty-five (65) dollars per month in lieu of health and welfare benefits.

31.8 ANNUAL VACATION FOR CASUAL EMPLOYEES

- (a) A casual employee will be entitled to receive pay in lieu of annual vacations, in an amount equal to six percent (6%) of his/her regular earnings.
- (b) Casual employees shall receive such pay in lieu of annual vacations upon termination or at December 31 of the year in which the vacation was earned.
- (c) The Agency shall grant a casual employee who has seniority a period of unavailability during which declines shall not be counted against him/her for the purposes of *Article 31.4(d)* under the following conditions:
 - (i) The request must be made in writing at least fifteen (15) days prior to the commencement of the period of unavailability.
 - (ii) Only one (1) period of unavailability per calendar year shall be granted.
 - (iii) The period of unavailability shall be continuous and shall not exceed three (3) weeks.
 - (iv) A period of unavailability may not interrupt an accepted term of employment.
- (d) A casual employee who is unavailable for, or declines work offered to him/her, shall not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.

31.9 PAID HOLIDAYS FOR CASUAL EMPLOYEES

Casual employees who work the day before and the day after a designated paid holiday or who have worked fifteen (15) of the previous thirty (30) days shall be paid for the holiday and will be covered by application of *Article 16* of the Agreement.

31.10 CASUAL SENIORITY LIST

The Employer will provide a seniority list for casual employees within thirty (30) calendar days of January 1st and July 1st of every year, including the following information:

- ¥ name;
- ¥ hours worked to date;
- ¥ current or latest classification

The Agency will provide the Bargaining Unit Chairperson and the Staff Representative a copy

of same.

ARTICLE 32 GENERAL

32.1 CHILD-CARE FACILITIES

The parties agree that the question of the availability and/or establishment of child-care facilities for children of employees shall be referred to the Labour Management Committee for study and recommendation.

32.2 PARKING

The Agency and the Union agree that during the term of this Agreement, for Burnaby employees at 4355 Mathissi Place, there will be no change in parking regulations and policies except by mutual agreement.

32.3 TOOL ALLOWANCES

The Agency shall supply all tools and equipment required to perform the work.

32.4 PAYROLL DEDUCTIONS

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

32.5 COPIES OF AGREEMENT

The Union and the Agency desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Agency will print and the Union and the Agency shall equally share the cost of printing sufficient copies of the Agreement (in 8 1/2-inch by 11-inch size) for distribution to employees.

It is further agreed that all copies of the Collective Agreement shall carry the union insignia ÒB.C.G.E.U.Ó

32.6 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 work centre and the frequency of reimbursement.

32.7 TRANSFER OF EMPLOYEES OUT OF THE BARGAINING UNIT

When the parties are made aware that employees will be transferred out of the bargaining unit to a corporation, board, agency, Government or commission, a joint Agency-Union committee shall immediately be established. The committee shall be established to facilitate the orderly transfer of employees. This Article does not cover secondment of employees.

32.8 POSITIONS TEMPORARILY VACANT

(a) The Agency agrees that in dealing with any temporary vacancy, except in the case of emergency, an employee's workload shall not be increased beyond a level that could reasonably be expected of an employee in a regular work day.

(b) In dealing with any temporary vacancy which cannot be covered without violating (a) above, the Agency shall give regular employees within the same work unit, who have the qualifications and ability to perform the job, the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category. Where two or more employees in the same work unit are able to substitute, the opportunity shall be given to the employee with the greatest service seniority.

- (c) When an employee is designated by the Agency to temporarily substitute in or perform the principal duties of a higher paying position he/she shall receive payment as per *Article 26.4*.

32.9 VEHICLES

If an employee is required to use his/her own automobile in the performance of his/her duties, the Agency shall ensure that the position posting or advertisement shall include this requirement.

32.10 PERSONAL DUTIES

It is understood by both Parties that work not related to the business of the Agency should not be performed on the Agency'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 Agency may take the matter to the Labour Management Committee which will attempt to resolve the dispute.

32.11 ON-THE-JOB TRAINING

The local supervisor, or another employer-designated official, shall be responsible for providing job training to employees filling vacant or new positions.

32.12 GENERAL PROVISIONS

Every employee shall ensure that the Agency is provided with his/her current address and telephone number, and any changes thereto as soon as they occur. The employee shall also provide current personal information required for the purpose of benefit plans provided for in this Agreement.

32.13 ENTITLEMENTS DURING ABSENCES FROM ACTIVE EMPLOYMENT

Employees who are not actively employed for any reason, including approved leave of absence or layoff, are only entitled to continue to receive such rights, entitlements and benefits as are specifically applicable during absences from work under the express terms and conditions of this Agreement, or by applicable legislation.

ARTICLE 33 TERM OF AGREEMENT

33.1 DURATION

This Agreement shall be binding and remain in effect for the period from and including **April 1, 1996 to midnight, June 30, 1998**.

33.2 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 **April 1, 1998**, but in any event not later than midnight, **April 30, 1998**.

- (b) Where no notice is given by either party prior to **April 30, 1998**, both parties shall be deemed to have been given notice under this Section on **April 30, 1998**, and thereupon *Article 33.3* applies.

- (c) All notices on behalf of the Union shall be given by the President of the Union and

similar notices on behalf of the Agency shall be given by the President (Chief Executive Officer) of the Open Learning Agency.

33.3 COMMENCEMENT OF BARGAINING

Where a party to this Agreement has given notice under *Section 33.2* of this Article, the parties shall, within 10 days after the notice was given, commence collective bargaining.

33.4 CHANGE IN AGREEMENT

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

33.5 AGREEMENT TO CONTINUE IN FORCE

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

Signed on behalf of the Union:

Signed on behalf of the Agency:

John Shields~President, BCGEU

??~Chair, Board of Directors

Barbara Offen~Staff Representative

Glen Farrell~President

**Jim Lowood~Chairperson,
Negotiating Committee**

Sid Segal~V.P., Administration and
Human Resources

**Gayla Chernovsky~Member,
Negotiating Committee**

Seann Leighland~Manager, Employee
Relations

**Darren Pirang~Member,
Negotiating Committee**

Susan Haglund~Director, Student
Services

Operations

Raj Nadrajan~Associate Director,

SIGNED at Burnaby, B.C., this _____ day of _____, 1997.

APPENDIX AÑWAGE SCHEDULES

Term of agreement April 1, 1996 - June 30, 1998

1) Effective November 30, 1997 - 1% applied to all groups

SALARY SCALE EFFECTIVE NOVEMBER 30, 1997

Grade	Step 2	Step 3	Step 4	Step 5
II		2,206 14.49	2,283 14.99	2,360 15.50
III		2,360 15.50	2,447 16.07	2,543 16.70
IV		2,531 16.62	2,620 17.21	2,723 17.88
V		2,807 18.44	2,904 19.07	3,028 19.89
VI	3,013 19.79	3,117 20.47	3,230 21.21	3,346 21.98
VII	3,346 21.98	3,468 22.78	3,594 23.60	3,725 24.46
VIII	3,725 24.46	3,862 25.36	4,002 26.28	4,150 27.26
IX	4,150 27.26	4,310 28.31	4,472 29.37	4,628 30.40

APPENDIX BÑSALARY GRADES AND CLASSIFICATION

Effective April 1, 1997

GRADE II

Accounting Clerk I
Clerk Typist II
Course Materials Clerk
Equipment Operator I
Facilities Services Clerk
Mail Clerk
Receptionist
Word Processing Operator I

GRADE III

Accounting Clerk II
Admissions/Registration Clerk
Communications Clerk
Customer Service Assistant
DocuTech Operator
Equipment Operator II
Examinations Clerk
Financial Awards Clerk
Help Desk Assistant
Payroll Clerk
Project Assistant
Purchasing Clerk
Records Clerk
Receiver
Regional Office Receptionist / Clerk
Skills Centre Administrator
Secretary I
Switchboard Operator
Warehouse Clerk
Word Processing Operator II

GRADE V

GRADE IV

Accounting Clerk III
Bindery Coordinator
Document Management Coordinator
Education Information Assistant
Education Information Associate
Electronics Maintenance Technician
Equipment Operator III
Financial Awards Assistant
Instructional Computing Serv. Specialist
ICS Project Assistant
Library Technician
Pre-Press Technician
Printer I
Production Coordinator
Product Support Clerk
Program Assistant
Program Clerk
Research Assistant
Senior Exams Clerk
Senior Payroll Clerk
Service Centre Specialist
Shipper
Student Services Associate
Student Services Data Admin. Assistant

Admissions/Evaluations Assistant
Admissions/Evaluations Coordinator
Budget Management Assistant
Buyer
Client Support Specialist
Copy Editor
Copyright Clerk
Customer Service Supervisor
Disability Services Student Liaison Officer
International Credential Evaluator
Marketing & Research Officer
Page Makeup Technician
Printer II
Programmer
Projects Financial & Scheduling Assistant
Student Services Assistant
Student Services Data Analyst
Supervisor, Education Information
Supervisor, Facilities & General Services
Supervisor, Packaging & Distribution
University Services Assistant

APPENDIX B (Cont.)

GRADE VI

Program Liaison Officer
Accountant
Computer Conferencing Analyst
Facilities Officer
Financial Awards Officer
ICES Data Administrator
Officer, Special Projects
Operations Analyst
Programmer/Analyst
Project Consultant
Student Services Data Administrator
Payroll Accountant
Registry Publications Editor
Systems Accountant
Telecommunications Analyst

GRADE VII

Graphic Artist III
Librarian/Analyst
Records Management Coordinator
Reference Librarian
Research & Planning Officer
Senior International Evaluation Officer
Supervisor, Admin. & Project Support
Supervisor, Publishing Services
Supervisor, Registration/Records
Systems Analyst

GRADE VIII

Coordinator, Exams & Publishing
Coordinator, Purchasing
Course Designer
Database Administrator
Information Systems Coordinator
Program Supervisor
Program Supervisor, Management Trng.
Program Supervisor, Social Services Worker
Program
Senior Systems Analyst
Supervisor, Graduate Nurse Refresher

GRADE IX

Client Service Manager
Coordinator, Dental Programs & Proj.
Coordinator, Instructional Development
Projects Field Development Manager
Group Services Manager
Program Coordinator, OC
Program Coordinator, OU
Workplace Training Consultant

APPENDIX C
LIST OF ARBITRATORS
(Reference: *Article 8.2*)

- (a) For the term of this Agreement, the parties agree to the following list of arbitrators:

Stephen Kelleher
Marguerite Jackson
Allan Hope
David Vickers

- (b) In the event that a difference between the parties is referred to arbitration, the first arbitrator available from the list in (a) above will be selected. The name of the arbitrator so selected will then be moved to the bottom of the list for purposes of future arbitrations.

APPENDIX DÑSCREENING COMMITTEE
(Reference: *Article 11.12*)

CHAIRPERSON

Pursuant to *Article 11.12* of this Agreement, the parties have selected Dr. Kathleen Carter to serve as the Chairperson of the Screening Committee.

TERMS OF REFERENCE

Role of Screening Committee

The Screening Committee is established as a committee of the bargaining principals to review cases submitted to it concerning employees who are no longer able to perform the duties of their position, or by employees requesting transfers on compassionate grounds. The Committee has wide latitude in considering cases before it but must clearly identify those cases where the Agency has an obligation under the collective agreement.

The collective agreement specifies these situations as being:

- (a) regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation;
- (b) all employees who have become incapacitated through industrial injury; or industrial illness. Following the review of such cases, the Screening Committee, taking into account the best interests of the employee and the Agency shall make recommendations in accordance with these agreed terms of reference.

Procedure for Handling Cases

Submissions to the Committee may be initiated by either the Agency or by the employee himself/herself. However, submissions initiated by the employee must be handled by the Agency. Cases may also be initiated on the recommendation of Occupational Health or the B.C.G.E.U.; again, the case submission must be handled by the Agency. Before the Screening Committee is authorized to deal with any submission, the employee concerned must sign a Case Submission Report.

Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

The Screening Committee may, subject to the approval of the principals, establish its own methods and procedures for handling cases submitted to it.

Reporting of Recommendations

Screening Committee reports should be sent to the Agency and the President of the B.C. Government EmployeesÕ Union, outlining the reasons for their recommendations.

Reconsideration of Committee's Recommendations

A Committee recommendation may be referred back to the Committee for reconsideration at the request of either the Agency or the Union.

Job Offers

Where the Agency makes two reasonable job offers to an employee and both offers are declined, the employee's case will be considered, for Committee purposes, as being concluded.

Retraining

The criteria that should be considered before initiating retraining are:

- (a) Will the employee be able to return to his/her former work?
- (b) Is the employee capable of, and committed to, the resulting position?
- (c) Is there a position available for the employee completing the retraining course?
- (d) Is the employee able to cope with the retraining program?

Relocation

1. When a transfer is requested by the employee on a compassionate basis and such transfer is recommended by the Committee, the employee will personally assume the expenses incurred as a result of the transfer.
2. If the transfer is not of a compassionate nature but is recommended by the Committee for medical reasons, not attributable to the job, the Screening Committee may make recommendations to the Agency for assistance regarding transfer expenditures.
3. If an employee for whom a contractual obligation exists under Article 11.12 is relocated on the recommendation of the Screening Committee, the Agency shall assume the responsibility for the relocation expenses.
4. If the relocation of a long-term disability (L.T.D.) recipient is recommended by the Screening Committee, the Agency shall assume the responsibility for the relocation expenses.

Salary on Demotion

Where the Screening Committee considers that the deterioration in health has been a result of the job, or in cases where there is strong evidence that the deterioration in health has been caused by the job, the Committee may recommend the following eighty-five percent (85%) formula apply when an employee is recommended for demotion:

- (a) The employee is to receive a maximum reduction of salary not to exceed fifteen percent (15%) based on his/her placement in the salary range of his/her position at the time of his/her demotion.
- (b) When the fifteen percent (15%) reduction places the employee at a salary greater than the maximum of the new position, the employee is paid an additional payment to maintain eighty-five percent (85%) of his/her previous salary at the time of demotion. This additional payment is reduced by any increase granted to the new position until such time as the maximum salary of the new position exceeds eighty-five percent (85%) of the old salary.
- (c) When the fifteen percent (15%) reduction places the employee at a salary less than the maximum of the new position, the employee is paid at the step in the range which is at least eighty-five percent

(85%) of his/her previous salary at the time of demotion.

Failure of the Screening Committee to Reach Agreement

In accordance with the provisions of the collective agreement where the Screening Committee is unable to reach an agreement which would resolve the case, it shall be referred to the bargaining principals for final disposition.

Long-Term Disability

The Screening Committee will process cases of employees who have been accepted for long-term disability benefits. This will include recommending placement of recipients into positions, where appropriate, without the benefit of posting. The Committee will have jurisdiction with respect to benefit recipients in the following situations:

1. Those who are unable to perform all the duties of their position, but who are capable of performing alternative work;
2. Those who are unable to perform all the duties of their position or alternative work and who subsequently become capable of performing the duties of their position or alternative work.

APPENDIX EÑLIST OF EMPLOYEES PROTECTED AGAINST SHIFT CHANGE
(Reference: Article 13.2(d))

Arthur Bischoff
Maria Butkovic (Jurilj)
Hersh Cramer
Doug Cronk
Wilma de Jong
Jacquie Forsyth
Lillian Lee
Carolyn Owens
Paul Pryce

Sheelagh Quetsch
Brad Rand
Martha Shiu
Debbie Sketches
Tanya Spagnol
Penny Street
Barbara Webb
Nancy Wilson
Jim Wright

APPENDIX F VACATION UNITS

(Reference: Article 17.3(d))

Accounting

Budgets & Management Information

Information Systems

Purchasing

Facilities

Payroll

Marketing

Open University/Open College

Foundation Programs

Materials Management

Publishing Services - Burnaby

- Prince George/UNBC

Student Services

- **Exams**

- **Registration & Records**

- Library

- **Education Information**

- **Disability Services**

- **Financial Awards**

- **Student Services Systems**

Internation Credential Evaluation Services

Community Skills Centres - Burnaby

- Prince George

Workplace Training Systems

APPENDIX G
SHORT-TERM ILLNESS AND INJURY PLAN AND LONG-TERM DISABILITY PLAN

(Reference: *Article 18*)

SHORT-TERM ILLNESS AND INJURY PLAN

1.1 Eligibility

(a) Regular employees shall be covered by the Short-Term Illness and Injury Plan; upon completion of six (6) months of service with the Agency.

(b) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to eight (8) days' coverage at full pay in any one calendar year.

Employees who exhaust all or part of their eight (8) work 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.

(c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above eight (8) days, or what remains of the eight (8) days' entitlement, at full pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed the U.I.C. maximum weekly sickness benefit.

(d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the regular Employee was on the Agency's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of twenty-six (26) weeks for any one claim in lieu of benefits as outlined in Section 1.2 below. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Agency.

(e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury he/she 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 (Short-Term Plan Period). In any one calendar year, the first eight (8) work days of absence from work due to illness or injury will be paid at one hundred percent (100%) of pay.

(b) Employees who exhaust all or part of their eight (8) work 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.

(c) An employee in receipt of Short Term Illness and Injury benefits at seventy-five percent (75%) of pay may request that the benefit payments be topped up to one hundred percent (100%) of pay by utilizing one-quarter (1/4) day increments of the employee's earned vacation entitlement for each eligible day on STIIP.

1.3 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 will have their six (6) month maximum benefit period reduced by all previous periods of absence because of that illness or injury which were not separated

by at least five (5) consecutive scheduled days of work.

- (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) month period of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working thirty (30) 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. This does not apply to an employee who has returned to work in the Agency service on a trial basis as approved by the Screening Committee. In such a case, the maximum benefit period shall continue to be as defined in 1.2(a).
- (d) 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 prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Agency may require an employee who is unable to work because of illness or injury to provide a statement on Agency-provided forms from:

- (i) a medical practitioner qualified to practice in the province of B.C., or
- (ii) the consulting physician to whom the employee is referred by the medical practitioner in (i) above.

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.

Where the Agency requires an employee to submit to a medical examination, or medical interview under 1.4, it shall not be on the Agency's time or at the Agency's expense.

1.5 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. Other disability income benefits will include:

- (a) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Agency.
- (b) Any amount of disability income provided by any compulsory act or law, except

Unemployment Insurance sickness benefits and Workers' Compensation Board benefits payable in accordance with section 1.1(d).

- (c) Any periodic benefit payment from the Canada Pension Plan or Quebec Pension Plan or other social security plan of any country.

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

(i) 100 percent 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 his/her total monthly income.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) -serving a prison sentence;
- (e) on suspension without pay;
- (f) on any leave of absence without pay except in respect of the following types of leave:
- (i) Approved Educational Leave
- (ii) Maternity Leave
- (iii) General Leave of Absence not exceeding thirty (30) days.

Where an illness or injury occurs during the period of above leave which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Agency

The employee shall inform the Agency as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Agency of the date of return to duty and, where necessary, in accordance with 1.4, furnish the Agency with the necessary forms in advance of that date, in order that relief scheduled for the employee can be notified.

1.8 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 regular part-time employees will be on a prorated basis.

1.9 U.I.C. 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 Agency.

1.10 Benefits Upon Layoff 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 1.1(c), 1.1(d) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with 1.10(a), for which notice of layoff 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 layoff or separation.

LONG-TERM DISABILITY

2.1 Eligibility

- (a) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six (6) months' active employment with the Agency. 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 he/she 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.

2.2 Long-Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) The employee shall receive a monthly benefit equal to the sum of:
 - (i) 66 2/3 percent of the first \$1,700 of monthly earnings; and
 - (ii) 50 percent of the monthly earnings above \$1,700 to a maximum benefit payable of \$2,500 per month.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date

of disability as determined by the Agency.

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 an equivalent six-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent six-month period.

- (b) The Long-Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with section 2.3 and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or dies, whichever occurs first.
- (c) An employee on Long-Term Disability will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans providing the employee pays his/her share of the costs. Employees will not be covered by any other portion of the 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 immediately following recovery.
- (d) When an employee is in receipt of the benefit described in (a) above, contributions for superannuation will be waived by the Agency.
- (e) When an employee is engaged in rehabilitative employment with the Agency and is receiving partial Long-Term Disability benefit payments, superannuation contributions shall be deducted from any salary received from the Agency to cover the period of rehabilitative employment.

2.3 Total Disability

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her 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 eighty-five percent (85%) of the rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 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) 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 fifty percent (50%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceeds 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 of 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 Agency.

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 the 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 his/her doctor and the Agency, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

2.4 Exclusion from Coverage

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

- (a) War, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) Voluntary participation in a riot or civil commotion;
- (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 Agency and which was specifically taken into account by the Agency at time of hiring.

2.5 Pre-Existing Conditions

An employee shall not be entitled to Long-Term Disability benefits from this Plan if his/her 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 he/she has completed twelve (12) consecutive months of service after the date of commencement of coverage during which time he/she 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 clause does not apply to present employees who have been continuously employed since February 27, 1981.

2.6 Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her 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 received 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 he/she would be entitled if his/her applications 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 personal insurance coverage only, integration will apply to the extent that the combination of Plan benefits and personal insurance disability income benefits exceed either:

- (a) 100 percent of basic pay, or
- (b) 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 greater. Where provision (b) is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee resumes his/her regular occupation 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 he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated, 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.

2.8 Individual Terminations

An employee shall cease to be covered by this Plan at the earlier of the following dates:

- (a) on the date of termination of employment with the Agency;
- (b) on the date that is six (6) months prior to his/her 65th birthday.

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. 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 if the leave is for educational purposes when the maximum period will be extended to two (2) years. If an employee on leave of absence with partial pay becomes disabled, his/her allowance under this

Plan will be prorated based upon his/her monthly earnings immediately prior to the current leave of absence.

2.9 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.

2.10 Contributions

The cost of the Plan will be borne 100% by the Agency.

2.11 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 payment from this Plan.

2.12 Claims

(a) Any claim under the Long-Term Disability Plan must be submitted to the Insurer, in writing, within 90 days of the expiry of the waiting period. (The waiting period is the period in which the employee draws benefits under the Short-Term Illness and Injury Plan.)

(b) Written proof of disability, signed by the physician personally attending the employee, must be submitted to the Insurer within ninety (90) days following the submission of the written claim in (a) above.

(c) No action or proceeding against the Company for recovery under this Policy shall be commenced within sixty (60) days, nor after two (2) years from the expiration of the time in which proof of total disability is required under this Policy. In no event shall any such action or proceeding against the Company be commenced after one year from the date of rejection by the Company of proof of total disability.

2.13 Canadian Currency

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

2.14 Administration

The Insuring Company will be the administrator of the Plan.

2.15 Medical Referral

Any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this plan and who is referred to a medical doctor for examination shall not be responsible for medical expenses so incurred.

APPENDIX H V.D.T. BREAKS(Reference: Article 21.12(a)(iii))

(a) V.D.T. breaks for a Regular Work Day shall be taken in accordance with the following:

<u>Work Time</u>	<u>Break</u>
<u>8:30 a.m. to 9:30 a.m.</u>	<u>10 minute V.D.T. break</u>
<u>9:40 a.m. to 10:40 a.m.</u>	<u>15 minute rest break per Article 13.4(a)</u>
<u>10:55 a.m. to noon</u>	<u>Meal break per Article 13.6</u>
<u>1:00 p.m. to 2:00 p.m.</u>	<u>10 minute V.D.T. break</u>
<u>2:10 p.m. to 3:10 p.m.</u>	<u>15 minute rest break per Article 13.4(a)</u>
<u>3:25 p.m. to 4:30 p.m.</u>	<u>End of regular work day</u>

(b) In the case of overtime work and a modified work week, V.D.T. breaks shall be taken in a similar manner to those in the Regular Work Day above, and with no pyramiding of V.D.T. breaks with rest or meal breaks.

APPENDIX I POSITION EXCLUSION
(Reference: *Article 2.1*)

The parties have agreed that the following job position is excluded from the bargaining unit:
INFORMATION AND RESEARCH OFFICER (P. Bates Nat time of negotiations)

LETTER OF AGREEMENT
(MARCH 1988)

The parties are agreed that as of 1 April 1988, the Open Learning Agency is comprised of the following components:

- ¥ the Open University,
- ¥ the Open College,
- ¥ the administration,
- ¥ the library,
- ¥ the president's office, and
- ¥ the Knowledge Network.

The parties are further agreed that, subject to ratification by the Board of the Agency, the Agency shall apply to the Industrial Relations Council to be the successor of the Open Learning Institute with regard to the following components:

- ¥ the Open University,
- ¥ the Open College,
- ¥ the administration, and
- ¥ the library.

For clarification, it is understood by the parties that:

- (i) all current employees of the president's office, the Knowledge Network of the West Communications Authority and future employees of the Knowledge Network and president's office are not covered by the certification.
- (ii) all job classifications and individuals currently excluded from the bargaining unit, either by the mutual agreement of the parties or by the decision of the Labour Relations Board of British Columbia, shall continue to be excluded;
- (iii) newly created positions within the president's office shall be excluded from the bargaining unit unless such positions are in classifications listed in Appendix B of the Collective Agreement.

C. Fitzpatrick

Carol Gibson

For the Union

For the Agency

March 14, 1988

MEMORANDUM OF AGREEMENT

(MARCH 1988)

The parties are agreed that service seniority for the purpose of monetary and all other contractual benefits except order of layoff and recall and *Article 17.3(d)* of the Collective Agreement, which shall be governed by length of seniority within the bargaining unit, shall be determined by an individual's length of service as a regular employee of the Agency.

C. Fitzpatrick

Carol Gibson

For the Union

For the Agency

23 March 1988

MEMORANDUM OF AGREEMENT

Re: Performance Enhancement Plan

The Performance Enhancement Plan (PEP) is consistent with the Agency's decision to become a learning organization and towards this goal, furthers the development of employees' ability to work and to create together as members of a team.

Notwithstanding the above, this memorandum will confirm the agreement of the parties to delay full implementation of the Peer Review component of the Agency's Performance Enhancement Plan until the expiry of this collective agreement.

During the term of the collective agreement, employee participation in peer review shall be at the employee's option.

Seann Leighland
For the Agency

Barbara Offen
For the Union

_____, 1997

LETTER OF UNDERSTANDING

Re: Open Learning Agency Learning Centre

The parties agree that it is to their mutual benefit to maintain the Learning Centre for training of support staff. The Open Learning Agency is committed to train and upgrade staff through the Learning Centre.

Seann Leighland
For the Agency

Barbara Offen
For the Union

November 6, 1996

LETTER OF AGREEMENT

Re: Student Work Experience Programs

The Parties agree that relevant work experience may be afforded, where possible, to individuals participating in recognized job preparation programs administered by federal, provincial, or municipal governments.

Therefore, within two (2) months of ratification of this agreement, the Labour Management Committee shall meet and attempt to reach agreement on the terms and conditions of employment affecting students; including, but not limited to: wages, benefits, hours of work, type of work assigned, reporting relationships, the maximum number of students, procedures for review by the Union, and the application of the collective agreement to these employees.

Any agreement reached by the Labour Management Committee must be ratified by both sides of principals before implementation.

Seann Leighland
For the Agency

Barbara Offen
For the Union

November 25, 1996

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