

# Collective Agreement

Between the

**OIL AND GAS COMMISSION**



and the

**PROFESSIONAL EMPLOYEES ASSOCIATION**



BC's Union for Professionals

July 1, 2019 - June 30, 2022

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## DEFINITIONS

For the purpose of this Agreement and unless its context otherwise requires:

1. BARGAINING AGENT means either the Professional Employees Association or the Commission, as the context may require; and in the plural, both.
2. BARGAINING UNIT includes all the employees for whom the Professional Employees Association has been certified by the Labour Relations Board as the bargaining agent.
3. DAY means a calendar day, except as otherwise specified.
4. DAY OF REST means a day on which an employee is not ordinarily required to report for duty. It is unrelated to paid holidays, annual vacation or leaves of absence.
5. DEMOTION means a change from one position to another position with a lower maximum compensation.
6. EMPLOYEE means a person who is employed by the Commission and who is included in the bargaining unit, and who is covered by this Agreement.

EMPLOYEE includes:

- (a) REGULAR EMPLOYEE - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature; and
- (b) TEMPORARY EMPLOYEE - An employee who is employed for work that is not of a continuous nature.

EMPLOYEE does not include: incumbents of managerial or confidential positions mutually excluded by the parties.

7. COMMISSION means the Oil and Gas Commission.
8. HOLIDAY means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
9. HOURS OF OPERATION means the hours established by the Commission to provide adequate service to the public and to fulfill the functions of the work unit concerned.
10. LEAVE OF ABSENCE WITH PARTIAL PAY means absence from work with the Commission's permission and with receipt of a portion of pay.
11. LEAVE OF ABSENCE WITH PAY means absence from work with the Commission's permission and with receipt of pay.
12. LEAVE OF ABSENCE WITHOUT PAY means absence from work with the Commission's permission but without receipt of pay.
13. LICENSING BODY means an association that has statutory authority to license a person to practice a particular profession.
14. LOCAL REPRESENTATIVE means an employee designated by the Association to represent other employees within a particular geographic jurisdiction and to assist them in such matters as the handling of grievances.
15. PARTY means either the Professional Employees Association or the Commission as the context may require; and in the plural, both.
16. PAY means rate of compensation for the job as stipulated in Addendum A including add-to-pay resulting from salary protection. A part-time employee will receive the rate of compensation on a pro-rata basis.



17. PROBATION for an employee means that period of probation immediately following hiring or promotion until he/she has worked the equivalent of six months or 913 hours of full-time employment, except where licensing requirements must be met in which case the period shall be equivalent of six months full-time employment. The Commission, with agreement of the Association may extend the probationary period for a further period not to exceed six months.
18. PROMOTION means a change from one position to another with a higher maximum compensation.
19. RELOCATION means a long-term movement of an employee from one geographic location to another.
20. RESIGNATION means voluntary termination by an employee on a specified date.
21. TRANSFER means either a change from one position to another with the same maximum compensation or a relocation, as the context may require.
22. ASSOCIATION means the Professional Employees Association.
23. WORK DAY means a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating overtime only, the time worked immediately preceding a shift shall be deemed as time worked immediately after a shift.
23. WORK SCHEDULE means a pattern of work hours established through mutual agreement to meet the hours of operation.
24. WORK UNIT means a group of employees carrying out a distinct aspect of the Commission's operation.

#### **ARTICLE 1 - PREAMBLE**

The parties to this Agreement recognize that all employees covered by this Agreement are bound by the professional standards and codes of conduct of their appropriate licensing bodies. These codes of conduct require employees to conduct themselves with fairness, loyalty and courtesy to the Commission, associates and subordinates.

It is stressed that the spirit and intent of this Agreement is to provide a mutually respectful and beneficial relationship between the parties, within which employees will be able to develop and apply confidently their professional knowledge and expertise to the best of their abilities. To this end, the Commission will encourage involvement and input from the employee in such matters as may bear directly on the employee's work and career prospects.

It is further agreed that where the language of this Agreement is not specific or wherever there may be ambiguity or omission, every effort will be made by both parties to find a solution within the spirit and intent stated above.

##### **1.01 Purpose of Agreement**

The purpose of this Agreement is:

- (a) to establish and maintain a harmonious and mutually beneficial relationship between the Association, its members, and the Commission; and
- (b) to set forth the negotiated terms and conditions of employment for employees covered by this Agreement; and
- (c) to advance professional standards among the employees covered by this Agreement; and
- (d) to improve, on a continuing basis, the professional services provided by the Commission to the people of British Columbia.

## **1.02 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.

## **1.03 Use of Singular Terms**

Wherever in this Agreement the singular is used, it is understood that the reference shall include the plural where the context so requires.

## **1.04 (a) Freedom of Association**

Every employee is free to belong to and to participate in the activities of any association, society, organization, club or group without censure or disciplinary action by the Commission, subject only to the limitation that such membership and activity shall not interfere with the performance of the employee's responsibilities or duties, Disputes regarding the extent of such limitation shall be referred to the Joint Consultation Committee for resolution.

### **(b) Human Rights Code**

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

## **1.05 Definitions**

Terms used in this Agreement shall have the meaning ascribed to them in definitions described.

## **1.06 Conflict with Regulations**

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Commission, or on behalf of the Commission, this Agreement shall take precedence over the said regulations.

## **1.07 Definitions of Discrimination/Harassment**

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

- (i) Discrimination and harassment is related to any of the prohibited grounds contained in the Human Rights Code, which include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, illness, gender, sexual orientation, age or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.
- (ii) 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. This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (iii) Harassment is any conduct – verbal, non-verbal, physical or by innuendo...that is likely to cause offense or humiliation to any person within the context of (i) above.
- (iv) Inappropriate behaviour, generally, may be an incident or a series of incidents of any direct or indirect conduct, comment, suggestion, gesture or communication, which:
  - (a) is likely to be unwelcome and cause offense, humiliation or intimidation to any employees;
  - (b) is unwanted or unwelcome whether intentional or unintentional;
  - (c) includes but is not limited to misuse of position of authority, subordinate/power relationships;

- (d) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities; extends to incidents occurring at or away from the workplace during or outside work hours provided the acts are committed within the course of the employment relationship;
- (e) interferes with an individual's job performance;
- (f) has the effect of creating a poisoned or hostile working environment;
- (g) this list is not exhaustive.

Discrimination/harassment by an employee is a serious offense, and is subject to disciplinary action which may lead to discipline up to and including dismissal.

#### **1.08 Procedures**

In the case of a complaint of discrimination or harassment, the following shall apply:

- (i) All persons involved in the handling of a discrimination or sexual harassment complaint shall hold in the strictest confidence all information of which they become aware.
- (ii) Before proceeding to a formal complaint, an employee who believes he or she has a complaint of discrimination or harassment may approach the parties involved. Every effort shall be made to address and resolve such a complaint at the local level and in a timely manner. If more than one incident occurs, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.
- (iii) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach an Association local representative and/or local manager to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (iv) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing to the Commission within six (6) months of the alleged occurrence. Upon receipt of the written complaint, the Commission shall notify the Association.
- (v) The Commission will investigate the complaint through using either internal resources or an outside consultant as the investigator, as deemed appropriate, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Commission within thirty (30) days of receipt of the written complaint. The Commission shall, determine what action, if any, should be taken. The Association Representative, the complainant and the respondent shall be notified of the resolution.
- (vi) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.
- (vii) Both the complainant and the respondent shall be given the option of having a local representative present at the meeting held pursuant to the above investigation.

In the case of alleged harassment by a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Commission shall not require the employee to conduct business with an alleged offender.

- (viii) Where the matter is not resolved pursuant to (v) above the bargaining principles shall meet within 15 days of receiving the proposed resolution by the investigator, to attempt to agree on an alternate acceptable resolution prior to filing the grievance to arbitration.
- (ix) If the matter is still not resolved pursuant to (viii) above, the Association may refer the matter to the

grievance pursuant to Article 8.05 Arbitration, within thirty (30) days of the meeting of the bargaining principles.

- (x) If the Arbitrator determines that the discrimination and/or harassment have occurred, the Commission must document the personnel file of the respondent accordingly.
- (xi) This Article does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code.

#### **1.09 Misuse of Managerial/Supervisory Authority and Bullying Between Peers**

The parties recognize the right of employees to work in an environment free from misuse of managerial/supervisory authority and bullying. The parties agree there is a need to take responsible action to prevent the misuse of managerial/supervisory authority and bullying between peers and whenever they become aware of such behaviour, put a stop to it.

For the purposes of this clause, “*bullying*” refers to:

- vexatious behaviour by a person including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee’s dignity and that results in a harmful work environment; or
- a single incident by a person that has a lasting harmful effect on the complainant.

For the purposes of this article “peers” refers to employees who have not managerial or supervisory authority over each other.

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer’s managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

This clause is not intended to supplant or replace the procedures at Clauses 1.07 and 1.08, of the agreement for dealing with complaints alleging discrimination under the Human Rights Code or sexual harassment.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

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

#### ***Process for Review and Investigation***

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence. The Employee is encouraged to seek Union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager.

The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;

- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

The supervisor/manager will forward the written complaint to Human Resources to determine next steps which will be communicated to the complainant and the respondent within 14 days.

During this period, Human Resources may take steps to informally resolve the complaint. The Employer agrees to provide regular updates to the Union at least every 30 days during this entire process.

### ***Referral to Arbitrator***

If the response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to an arbitrator within 30 days of receipt of the Employer's response. The parties will mutually agree to the appointment of an arbitrator.

The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents and, if they determine that there is no basis for a complaint or if there are insufficient particulars, may dismiss the complaint.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over the interpretation, application, or alleged violation of this clause.

Hearings shall be conducted in an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will determine their own process and may:

- (a) make findings of fact;
- (b) decide if, on the facts, bullying between peers or misuse of managerial/supervisory authority has occurred;
- (c) attempt to mediate a resolve;
- (d) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized of any grievances filed which pertain to a complaint filed under this clause.

Pending the determination of the complaint, the Commissioner may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

## **ARTICLE 2 - ASSOCIATION RECOGNITION AND RIGHTS**

### **2.00 Association Security**

All employees shall, as a condition of continued employment, become members of the Association, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

## **2.01 Bargaining Unit**

The bargaining unit shall consist of all employees for whom the Association has been certified to bargain collectively, except those employees or classes of employees who may be excluded pursuant to Clause 2.03 of this Agreement.

## **2.02 Bargaining Agent Recognition/No Other Agreement**

### **(a) Bargaining Agent Recognition**

The Commission recognizes the Association as the exclusive bargaining agent for all employees for whom the Association has been certified as bargaining agent.

### **(b) No Other Agreement**

No agreement with any individual employee or other organization shall supersede or contravene the terms of this Agreement, no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Commission or its representatives which may conflict with the terms of this Agreement.

## **2.03 Exclusions**

The parties agree that the Commission shall retain the current exclusions with such exclusions as may be subsequently agreed between the Parties in accordance with the Labour Relations Code.

## **2.04 No Discrimination for Union Activity**

The Commission agrees that there shall be no discrimination against any employee for lawful activities on behalf of the Association.

## **2.05 Recognition and Rights of Union Representatives**

### **(a) The Commission will recognize the following designated officials of the Association for the purpose of formal relations between the Commission and the Association:**

Members of the Association and Chapter Executives; local representatives; and such staff or counsel as the Association may see fit to retain.

### **(b) The Association shall notify the Commission of the geographic jurisdictions and names of all local representatives. It is understood and agreed that the members of the Executive(s) have jurisdiction throughout the bargaining unit.**

## **2.06 Bulletin Boards**

The Commission agrees to provide bulletin board facilities for exclusive use of the Association where employees are actively employed.

## **2.07 Picket Lines**

The Commission recognizes the right of an employee, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence shall be without pay.

## **2.08 Time Off for Association Business**

### **(a) The Commission agrees to grant leave of absence with pay (including sufficient travel time) to employees who are representatives of the Association on the Association's Bargaining Committee required to carry on negotiations with the Commission. The Association agrees to bear all related expenses for such representatives. The maximum number of these representatives shall be two.**

- (b) The Commission recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend at negotiations, and the Commission agrees to grant leave of absence with pay to an alternate representative on such occasions.
- (c) The Association agrees to furnish the Commission with a list of designated Bargaining Committee members and their alternates and, upon request, to provide the Commission with a list of the Association participants at each negotiating session.
- (d) Should additional employees be required to attend negotiations for the purpose of providing technical information or advice, a leave of absence without pay may be granted, subject to operational requirements.

### **ARTICLE 3 - STANDARDS OF PERFORMANCE, PROFESSIONAL REQUIREMENTS, ETC.**

#### **3.01 Evaluation and Supervision**

- (a) The Association recognizes that the Commission is the final judge of an employee's performance.
- (b) Consistent with current staffing and work requirements, the Commission agrees that non-professional control over the day-to-day professional work of an employee will be minimized.
- (c) The Association recognizes that supervisors, when assigning duties and evaluating career potential, are periodically required to assess the general competence and potential of subordinates. The Commission agrees that such general assessments, if made by a non-professional person or by a professional person in an unrelated profession, will not take the form of a judgement concerning the employee's professional ability.
- (d) Performance planning procedures shall include specific provisions enabling employees to describe any supervisory and/or managerial support they feel may be necessary to deliver performance expectations.

#### **3.02 Performance Appraisals**

When a formal appraisal of an employee's performance is carried out, the employee shall be given the opportunity to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. The employee who disagrees with the appraisal and so signifies in the appropriate place, shall have the right to amplify the reasons for any objections in writing, and such amplifications shall be attached to and become part of that appraisal. No employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. Employees who sign a performance appraisal as agreeing with it are nonetheless entitled to have any comments attached to and become part of the appraisal.

An employee shall, upon request, receive a copy of this appraisal form.

An employee appraisal shall not be changed after an employee has signed it without the knowledge of the employee.

#### **3.03 Performance Appraisal Record**

- (a) Each employee and, with the employee's prior written consent, a local or professional representative or a member of the Executive, shall, upon request, have access to the employee's performance appraisal record or other form of confidential report relating to performance which is kept in the employee's file. Furthermore, each employee shall be advised by the immediate supervisor at the time of any additions or new notations to any such record. Inadvertent failure to so notify an employee shall not, by itself, be grounds for a grievance.

The Commission further agrees that it will not use in any grievance procedure, arbitration hearing or other consideration involving suspension or dismissal, any record the existence of which was not made known to the employee concerned.

- (b) Subject to the provisions of (a) above, the written personnel record of an employee may not be revealed to anyone without the employee's express written consent, with the following exceptions:
  - (i) Superiors in direct line of supervision management personnel who are advisors to the foregoing, members of a selection panel before which the employee appears, and legal and medical counsel.
- (c) An employee who resigns from the Commission, shall, upon written request, be granted access to any appraisal records and termination reports during a period of 30 days following the last working day.

### **3.04 Professional Qualifications**

It shall be a condition of continued professional employment that employees must apply for enrolment in their appropriate professional licensing body by the thirtieth day of continuous service.

### **3.05 Membership in Professional and Allied Associations, Etc.**

- (a) The Association agrees that it is the responsibility of the employee to obtain and maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain professional standing.

Regular employees who have completed their probationary period will be entitled to reimbursement in full of their annual licensing fee, upon application and presentation of a receipt.

- (b) Where the Commission requires membership in learned societies or associations, other than those noted in (a) above, the fees or costs of such membership shall be at the expense of the Commission.
- (c) Where the Commission agrees that membership in learned societies or associations, not included in (a) or (b) above, is desirable, the fees or costs of such membership shall be shared equally between the Commission and the employee requesting such membership.

### **3.06 Professional Responsibilities**

The Commission recognizes that an employee must work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by the appropriate licensing body. No employee will be disciplined for refusal to append name, signature and/or seal to a Commission-instructed course of action which, in the employee's opinion, conflicts with the aforesaid standards of the appropriate licensing body, provided that in such a case the employee shall, upon request, be required to prove the violation of the relevant professional standard or code and the Commission shall have the right to seek alternative advice.

### **3.07 Professional Seal**

When the use of a professional seal and/or signature on any document issued by the Commission is required either by the Commission or by the standards established by the employee's licensing body, the Commission will not permit the issuance of any such documents without the required professional seal and/or signature as determined by the standards noted above.

### **3.08 Access to Documents**

The Commission agrees that the effective performance of employees requires that they have ready access to publications, reports and public documents in topic areas related to their work unit, and the Commission, therefore, agrees to facilitate such access.

## **ARTICLE 4 - CHECK-OFF OF ASSOCIATION DUES**

The Commission agrees to deduct from the salary of each employee, membership dues in the Union in the amount specified by the Union, and to forward to the Union the total amount of such dues or fees collected with the lists of those employees for whom deductions were made in the month concerned, together with a supplementary list of those employees within the bargaining unit for whom a deduction was not made.

The Commission shall supply each employee without charge a statement for income tax purposes showing the



deductions paid to the Union by the employee in the previous year. Such statements shall be provided to the employee prior to March 1 of the succeeding year.

## **ARTICLE 5 - NEW EMPLOYEES**

### **5.01 Information**

The Commission will furnish the Association with a monthly list showing the names of employees who have been added to, or deleted from, the bargaining unit over the preceding month.

## **ARTICLE 6 - COMMISSION'S RIGHTS**

The right to manage operations and to direct employees is retained by the Commission except as this Agreement otherwise specifies.

## **ARTICLE 7 - COMMISSION-ASSOCIATION RELATIONS**

### **7.01 Association Staff Members**

Full-time or part-time paid officials of the Association, who are not employees, or who are employees on leave of absence without pay to act as paid officials of the Association, shall be granted access to Commission premises at all reasonable times to investigate grievances or other matters affecting relations between the Commission and the Association, to consult with members or representatives of the Association, or to investigate conditions of employment. In all such cases the Association's paid official shall notify in advance a supervisor designated by the Commission and shall not interfere with the operation of the Commission.

### **7.02 Technical Information**

The Commission agrees to provide the Association such information that is available relating to employees in the bargaining unit, as may be required by the Association for collective bargaining purposes.

## **ARTICLE 8 - GRIEVANCES**

### **8.01 Introduction**

The parties agree that grievances can frequently be resolved by discussion between the employee and an immediate supervisor. In the hope that disputes can be resolved amicably, discussions between the principals to any grievance shall be encouraged at each step. However, after a grievance has proceeded beyond the first step, such discussions will only occur with an Association representative present.

The Union agrees that, after the Union files the grievance at arbitration, the Union's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with any Commission representative without the consent of the Human Resource department.

### **8.02 Definition and Cause**

The Commission and the Association recognize that grievances may arise concerning:

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

### **8.03 First Step**

In general, every employee may seek to settle informally with an immediate supervisor any dispute which may arise, either with or without a local representative in attendance. Such informal settlement shall not be used as a precedent by either party. In the event that the dispute is not settled under this step, the immediate

supervisor shall advise the grievor of the name and address of the Commission representative designated to handle grievances at step 2.

#### **8.04 Second Step**

Through the Association, the employee may submit a grievance in writing, describing the nature of the complaint and a remedy required, to the Commission's representative designated to handle grievances at this step, within 30 days after the date:

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

A copy of the grievance shall be forwarded to the employee's immediate supervisor if said supervisor is other than the Commission's designated representative. Copies shall also be filed with the Commission and the Association.

The Commission representative shall have 30 days from the date of receipt of the grievance in which to give a written reply to the employee and the Association.

#### **8.05 Arbitration**

Failing satisfactory settlement at step 2 and pursuant to Article 9 of this Agreement, the Association may inform the Commission of its intent to submit the dispute to arbitration for final resolution within 30 days after the Commission representative's decision has been received or became due, whichever is earlier.

#### **8.06 Time Limit Recognition (Postal)**

In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article. Grievances, replies, and notifications shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Commission or the Association.

#### **8.07 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension pending investigation, the grievance may be filed directly at arbitration, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at step 2 of the grievance procedure within 30 days of the employee receiving notice of suspension.

#### **8.08 Deviation from Procedure**

The Commission agrees that, after a grievance has been formally submitted by the Association, the Commission representative will not conduct discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the presence of an Association representative.

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

Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.

Notwithstanding the above, employees who have filed a complaint with the Human Rights Council shall not have their grievances abandoned through the filing of the complaint.

#### **8.09 General Interpretation Grievance**

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

#### **8.10 Procedural Errors and Time Limits**

In the spirit of this Agreement, it is the intent of the parties that a grievance shall not be invalidated due to procedural errors provided such errors have no essential bearing on the substance of the grievance. Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement in writing between the Association and the Commission. If the Association does not present a grievance to the next higher level within either the prescribed time limits or the agreed extended time limits, the grievance will be deemed to be forfeited.

#### **8.11 Supervisory Employee's Responsibility**

If a grievance arises as a result of the exercise of managerial or supervisory authority by any employee, the Association recognizes that the first responsibility of such employee is to the Commission, and it will not attempt in any way to influence such employee to act otherwise.

### **ARTICLE 9 - ARBITRATION**

#### **9.01 Arbitration**

Where a grievance or general interpretation grievance is unresolved after exhausting the grievance procedure provided for in this Agreement, it may be submitted for final resolution to arbitration within the time limit stipulated in Clauses 8.05, 8.09 or 10.04 of this Agreement. The party submitting the grievance or general interpretation grievance to arbitration shall at the same time notify the other party of such action by copy of the grievance or general interpretation grievance application. If the grievance or general interpretation grievance has not been submitted within the time limit mentioned above, it shall be deemed to have been abandoned.

#### **9.02 Arbitrators**

- (a) Where a party has notified, within the time limit stipulated in Clause 9.01 of this Agreement, the other party of its intention to submit a grievance or general interpretation grievance to arbitration, one of the persons agreed upon by the parties shall act as the arbitrator.
- (b) The arbitrator may determine procedure in accordance with applicable labour legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference and shall make every effort to render a decision within 30 days of the conclusion of the hearing.
- (c) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by it. The arbitrator, however, shall not have the power to alter, modify or amend any of the provisions of this Agreement.
- (d) Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision. The arbitrator shall make every effort to do so within seven days of receipt of the application.
- (e) Each party shall pay one-half of the fees and expenses of the arbitrator.

- (f) The time limits fixed in this Article may be altered only by mutual consent of the parties in writing.

## **ARTICLE 10 - DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION**

### **10.01 Right to Have Local Representative**

Where the Commission requires an employee to attend a meeting and the purpose of the meeting is known in advance by the Commission to be of a disciplinary nature the Commission shall advise the employee of the right to have a local representative present.

The employee and the Association bear the responsibility to ensure that a representative is available to attend the scheduled meeting. No undue delay of the appropriate action being taken shall result from the unavailability of such representation.

### **10.02 Burden of Proof**

In all grievance matters involving disciplinary action against an employee, the burden of proving just cause shall lie with the Commission.

### **10.03 Disciplinary Action**

- (a) An employee who is given:
- (i) a letter of censure,
  - (ii) a letter of reprimand, or
  - (iii) an adverse report or evaluation

shall be given an opportunity to correct the unsatisfactory performance or conduct before further disciplinary action is taken except in cases where the employee is being suspended or dismissed.

- (b) All notices of suspension or dismissal shall be in writing and set forth the reasons. A copy of such notice shall be forwarded to the Association headquarters within five days of the action being taken.

### **10.04 Removal of Documents**

- (a) Upon the employee's request, any disciplinary documentation or letter of expectation shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued, provided there has not been any further infraction and provided it is not material to any pending disciplinary action.
- (b) Notwithstanding the foregoing, disciplinary documentation respecting suspensions, professional competency, and formal employee appraisals, shall not be removed from the work record or personnel file of the employee.
- (c) Notwithstanding 10.04 (b), disciplinary documentation respecting suspensions of less than five (5) days shall be removed from the work record or personnel file of the employee upon the employee's request and after five (5) years from the date it was issued, provided there has not been a further infraction.

### **10.05 Rejection during Probation**

- (a) The probation period shall be not more than 6 months (913 hours). Any person authorized by the Commission may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 8.07 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position, provided that the factors involved in suitability could reasonably be expected to affect work performance.

- (b) Where an employee feels aggrieved by the decision of the Commission to reject the employee during the probationary period, the employee may grieve the decision within 30 calendar days of receiving the notice of rejection. Such grievance may be filed directly at arbitration.

#### **10.06 Termination**

The employment of an employee, other than a probationary or auxiliary employee, shall be terminated only in any one of the following ways:

- (i) resignation;
- (ii) retirement, early or otherwise;
- (iii) dismissal for cause;
- (iv) abandonment of position;
- (v) incapacity;
- (vi) death;
- (vii) or as provided elsewhere in this Agreement.

### **ARTICLE 11 - SENIORITY**

#### **11.01 Seniority Defined**

Service seniority shall mean the length of continuous service as a regular employee in the Commission. Employees who transferred to the Commission from Government on September 4, 2006 shall be credited with service seniority equivalent to their length of continuous service with the Public Service of British Columbia. Service seniority for part-time employees shall be pro-rated on the basis of one year's service seniority for every 1827 hours completed.

A temporary employee of the Commission who attains regular employee status shall have time worked as a temporary employee credited to their service as long as there was no break in service.

#### **11.02 Application of Seniority**

- (a) Service seniority shall be used to solve differences among employees within a work unit regarding choice of vacation leave and other leaves of absence, on the principle that the employee with the greatest service seniority shall have first choice.
- (b) An employee, who, by the employee's own volition, transfers to another work unit where the vacation schedule has already been completed, shall not be entitled to exercise any seniority rights with respect to the choice of vacation time for that vacation year. However, the Commission will make every effort to grant vacation to such an employee at the time of the employee's choice. An employee, who is transferred by the Commission to another work unit and whose chosen vacation time has been approved prior to the transfer, shall retain the approved vacation time.

#### **11.03 Accumulation**

Seniority shall continue to accumulate during sick leave, educational leave, leaves of absence with pay or with partial pay, and leaves of absence without pay for periods each lasting 30 days or less except as provided for in 24.09 of this Agreement.

#### **11.04 Retention of Seniority**

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

### **11.05 Bridging of Service**

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

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

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

### **11.06 Seniority List**

A current service seniority list for regular employees will be provided to the Association Headquarters within 10 working days by the Commission, upon request.

## **ARTICLE 12 - CAREER POLICY**

### **12.01 Association Observer on Selection Panels**

The Executive Director of the Association or a designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party. This Article shall not apply to excluded positions.

### **12.02 Notification**

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.
- (b) If the successful applicant is out of service, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.
- (c) Upon written request, unsuccessful internal applicants will be provided with reasons in writing, why they were not selected.

### **12.03 Relocations**

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Commission and the Association recognize that in certain cases relocations may be in the interest of the Commission and/or the employee. In such cases, an employee will receive ninety (90) days written notice prior to the effective date of relocation and will be fully advised of the reason for relocation, as well as the possible result of refusal to be relocated.

Should a regular employee choose not to relocate, the employee may elect:

- (i) vacancy selection
- (ii) early retirement

- (iii) severance pay

When relocation is required and there is more than one regular employee qualified and capable of performing the transferred work within the Commission seniority block, the Commission will first attempt to effect the relocation on a voluntary basis. Where no employee from that group wishes to relocate voluntarily, the least senior regular employee in the group shall be relocated.

#### **12.04 Transfers without Posting – Compassionate or Medical**

(a) Lateral transfers or voluntary demotions may be granted, without posting for:

- (i) compassionate or medical grounds to regular employees who have completed their probationary period; compassionate grounds include care for a family member.

- (ii) all employees who have become incapacitated by industrial injury or industrial illness.

(b) In such cases the Joint Consultation Committee shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

#### **12.05 Interview Expenses**

An applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with pay and shall have authorized expenses paid. An employee granted leave under this Article shall notify the immediate supervisor as soon as notified of the requirement to appear for an interview.

### **ARTICLE 13 - HOURS OF WORK**

#### **13.01 Hours of Work**

- (a) For nonshift employees, the average weekly hours of work, exclusive of meal periods, shall be 35 hours. For shift employees, the annual hours equivalent, exclusive of meal periods but inclusive of paid holidays and annual vacation, shall be 1827 hours.
- (b) The parties to this Agreement recognize that the Commission has the sole right to determine the hours of operation, on the basis of which employees' work schedules shall be determined by mutual agreement within each work unit.
- (c) Employees may request a work schedule on a less than full time basis with the approval of the Commission. The parties agree that operational requirements and fulfilling service requirements shall be the factors upon which approval is based. Such approval shall not be unreasonably withheld.

#### **13.02 Work Schedules**

Subject to Clause 13.01 of this Agreement:

- (a) The following guidelines for establishing work schedules shall apply:
  - (i) The regular work day shall not be longer than 10 hours, exclusive of meal period(s).
  - (ii) No employee shall work more than 14 days without a day of rest.
  - (iii) All work schedules shall indicate the regular starting and finishing times of each shift.
  - (iv) An employee shall give consent before being required to work split shifts.
  - (v) Where the hours of operation involve Saturday and/or Sunday work, days of rest shall be rotated on an equitable basis.

- (vi) Where the hours of operation involve more than one shift, shift work shall be rotated on an equitable basis.

(b) Flex Time

- (i) Flextime hours are recognized where it may be mutually beneficial for certain operations and are defined as the hours worked by an employee who has authorized approval from the Commission.
- (ii) Flex time means the hours worked by an employee who is given the authority to choose starting and finishing times within the following parameters:
  - a. The length of work day is seven (7) hours a day with an hour lunch break;
  - b. Hours worked past 7 hours will be banked up to a maximum of 35 hours at any time;
  - c. The maximum annual banked hours will not exceed effective December 31, 2015 the banked hours will not exceed 140;
  - d. Employees working flex time hours, which results in banked time, must have earned any banked time before it is taken, and
  - e. Banked hours are not eligible to be paid out but may be carried forward in accordance with the maximum in b. above.

(c) Modified Work Week

Where a modified work week is in place, there are two (2) modified work week schedules available to choose from and prior approval by the Commission is required. Employees may accrue earned days off to be scheduled by mutual agreement subject to operational requirements.

Length of Scheduled Shift	Shift Pattern	Work Days Scheduled	Work Days Required	Surplus	Shortfall
7 hours, 30 min.	5:2	250	233	17 days	-
7 hours, 30 min	5:2, 5:2, 4:3	-	-	-	-

- (i) For vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
- (ii) For STIIP purposes the Commission will audit all MWW schedules and any shortfalls owing from STIIP leave will be taken from vacation entitlement or CTO Bank;
- (iii) Any shortfall arising from designated paid holidays within the schedule shall be scheduled by mutual agreement when the schedule is drawn up;
- (iv) Employees working in schedule (i) above, which results in a 17 day surplus, must have earned any surplus days before they are taken.

Where as a result of (c) above, surplus days off are to be scheduled in when the schedule is drawn up, subject to (d) above, operational requirements and to any vacation entitlements arising from preferences gained by seniority.

Notwithstanding the above, up to seven (7) surplus days may be taken with the employee's vacation entitlement at the employee's option, subject only to vacation entitlements arising from preferences gained by



seniority. All remaining surplus days shall be scheduled in when the schedule is drawn up.

Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.

- (d) Notwithstanding (a), (b) and (c) above, it is recognized that peculiar circumstances may exist in certain operations that require deviation from the aforesaid parameters. The need for, and the extent of, such divergence shall be determined by mutual agreement within the work unit concerned and the Commission.
- (e) Where a modified work week is in place pursuant to (c) above, employees may accrue earned days off to be scheduled by mutual agreement subject to operational requirements.
- (f) Work schedules may be altered at any time by mutual agreement within the work unit concerned. Failing such agreement the matter shall be referred to the Joint Consultation Committee for determination.

Pending determination by the committee, the Commission may implement a revised work schedule subject to (a) above.

### **13.03 Shift Change**

An employee who normally works a regular day shift shall not be required to work any other shift without the employee's consent, but such consent shall not be unreasonably withheld. An employee shall have no right to refuse shift work where the job description specifies shift work as a requirement.

### **13.04 Conversion of Hours**

- (a) Vacation - where an employee is granted vacation pursuant to Article 20, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (b) Designated Paid Holidays - where an employee is granted a designated paid holiday pursuant to Article 20, the time off granted will be seven hours per designated paid holiday for a full-time employee and pro-rated for a part-time employee. Where the scheduled work day exceeds seven hours, the resulting difference shall be included in the work schedules.

## **ARTICLE 14 - OVERTIME PROVISIONS**

### **14.01 Application**

This Article applies to all employees.

### **14.02 Definition**

OVERTIME means work performed or time spent on Commission's business by a full-time employee in excess or outside of the employee's regularly scheduled hours of work.

### **14.03 Authorization**

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 Commission; and
- (ii) the employee does not control the duration of the overtime worked.

#### **14.04 Recording**

Employees shall record starting and finishing times for all overtime worked in a form designed by the Commission.

#### **14.05 Types of Overtime and Rates of Compensation**

- (a)
  - (i) Overtime on a regularly scheduled workday shall be compensated at the rate of time and one-half for the first two hours and double time thereafter. This overtime compensation is to be on a daily basis and not cumulative.
  - (ii) An employee who is required to work overtime shall be entitled to overtime compensation when:
    - a. The overtime worked is authorized in advance by the Commission; and
    - b. The employee does not control the duration of the overtime worked.
  - (iii) A part-time employee whose regular work day is shorter than the normal daily hours for a full time employee and who is required to work in excess of regularly scheduled working hours, shall be compensated at straight time rates for the hours so worked up to the normal daily hours for a full time employee, and thereafter at overtime rates as prescribed in (i) above.
  - (iv) An Employee working flextime shall be entitled to overtime compensation after 7 hours a day, provided there has been prior approval as per (a) (ii) (b) above, the first two (2) hours at time and one-half (1 ½) and double (2x) time thereafter.
  - (iv) A full time employee, or a part time employee whose regular work day if of the same duration as for a full time employee, who is required to work a minimum of two and one-half hours of overtime immediately before or after regularly scheduled daily hours of work, shall be provided with a meal or reimbursed in the amount of effective July 1, 2014 \$15.00; effective July 1, 2015 \$15.15; effective July 1, 2016 \$15.37; effective July 1, 2017 \$15.61; effective July 1, 2018 \$15.84. In either case a meal break of one-half hour shall be given and considered as time worked. If the employee continues to work overtime beyond three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter. For a part time employee whose regular work day is shorter than the normal daily hours for a full time employee, this provision shall not apply until the employee has worked up to two and one-half hours in excess of the normal daily hours for a full time employee. This meal allowance shall not apply to any employee who is on travel status.
- (b) An employee who has regularly scheduled days of rest, Saturday and Sunday, and who is required to work on such a day of rest shall be compensated at the rate of double time for all hours worked.
- (c) An employee who works on a designated holiday to which the employee is entitled and which is a regularly scheduled work day shall be compensated at the rate of double time for all hours worked, plus a day off with regular pay in lieu of the holiday.

For Christmas Day and New Year's Day, the compensation shall be at the rate of double time and one-half for all hours worked, plus a day off with regular pay in lieu of the holiday. Such day off in lieu shall not apply where designated holidays are already built into the work schedule of the employee.
- (d) An employee who works on a designated holiday to which the employee is entitled and which is not a regularly scheduled work day shall receive the regular rate of pay for the day, plus additional compensation at the rate of double time for all hours worked. For Christmas Day and New Year's Day, 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 Commission business shall be deemed to be at work and shall be compensated accordingly. However, "hours travelled" means hours spent travelling from point to point and does not include time spent other than actually travelling, such as meal breaks and sleep. The Commission may determine the means of such travel.

- (f) An employee who is called back to work outside that employee's regularly scheduled hours of work shall be compensated at the applicable overtime rate. The employee shall be so compensated from the time of leaving home to report for call-out duty until the time of arriving back, upon proceeding directly to and from work. The minimum compensation for a call-out shall be three hours' compensation. This provision shall not apply to an employee who is not assigned a regular work schedule and who is normally required to work whenever called.
- (g) When an employee is called out for overtime prior to a scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Commission shall provide the meal or pay the overtime meal allowance
- (h) The requirement to work overtime is not mandatory on employees, except in cases of emergency.

#### **14.06 Method of Compensation**

- (a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Commission and the employee. Employees shall, within 60 days from the end of the month in which the overtime was worked, schedule such earned time off.
- (b) Accumulated overtime shall be paid in cash at the end of each fiscal quarter (i.e. the end of June, September, December and March) unless the compensatory time off has been scheduled, or on such other date(s) as provided in this Agreement, or upon termination.
- (c) An employee who has opted for compensatory time off (CTO) for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by April 30, of the following calendar year, and the employee may not subsequently opt for monetary payout for the overtime.
- (d) If mutual agreement on the scheduling of compensatory time off cannot be reached within sixty (60) days from it being earned such unscheduled compensatory time off shall be taken in cash as outlined in the provision (b) above.
- (e) Where overtime earned is paid in cash the Commission shall make every reasonable effort to make payment by the next pay period immediately following the fiscal quarter-end.

### **ARTICLE 15 - SHIFT WORK PROVISIONS FOR REGULAR EMPLOYEES**

#### **15.01 Application**

This Article applies to all regular employees.

#### **15.02 Shift Premium for Employees**

- (a) Where a shift is regularly scheduled to start between 4:30 a.m. and 10:59 a.m. inclusive, no shift premium is payable.
- (b) Where a shift is regularly scheduled to start between 11:00 a.m. and 1:59 p.m. inclusive, a shift premium of \$1.25 per hour, effective April 1, 2007; effective March 30, 2008 - \$1.30 per hour; effective March 29, 2009; \$1.35 per hour shall be paid for all hours worked after 2:00 p.m.
- (c) Where a shift is regularly scheduled to start between 2:00 p.m. and 8:59 p.m. inclusive, a shift premium of effective April 1, 2007 - \$1.25 per hour; effective March 30, 2008 - \$1.30 per hour; effective March 29, 2009 - \$1.35 per hour shall be paid for all hours worked.
- (d) Where a shift is regularly scheduled to start between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of \$1.35 per hour, effective April 1, 2007; effective March 30, 2008 - \$1.40 per hour; effective March 29, 2009 - \$1.45 per hour shall be paid for all hours worked.

### **15.03 Overtime and Shift Premium**

- (a) Where a shift premium is payable for a shift, the same premium shall apply to all overtime hours worked adjoining that shift.
- (b) Where an employee is called out between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of \$1.25 per hour for all hours worked between 9:00 p.m. and 4:29 a.m. inclusive will apply.

### **15.04 Flextime and Shift Premium**

No shift premium is payable to an employee working flextime who, by personal volition, chooses to start the shift at a time which would normally qualify for a shift premium.

## **ARTICLE 16 - STANDBY PAY FOR REGULAR EMPLOYEES**

Should the Commission institute a requirement for standby for PEA employees, the compensation provided for in the PEA/Government of BC Main collective agreement shall apply.

## **ARTICLE 17 - SUBSTITUTION**

Employees designated to substitute in a position with a higher rate of pay and fulfilling all, or the principal, duties and responsibilities of the higher-rated position for a period of three weeks or longer shall be compensated at the rate of the higher-rated position.

## **ARTICLE 18 - DESIGNATED PAID HOLIDAYS**

### **18.01 Paid Holidays**

- (a) The following are designated as paid holidays:

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

and any other day recognized and proclaimed as a provincial, civic or federal holiday for the locality in which an employee is working.

- (b) Regular part-time employees shall be entitled to the aforesaid paid holidays on a pro-rata basis in accordance with Appendix A.

### **18.02 Holidays Falling on Saturday or Sunday**

For employees whose work week is from Monday to Friday inclusive, when any paid holiday falls on a Saturday or Sunday and is not being proclaimed as being observed on another specified day, the Commission shall designate, at its option, either the preceding Friday or the following Monday to be observed as the paid holiday. Where two consecutive paid holidays fall on Saturday and Sunday and are not proclaimed as being observed on the two other specified days, the Commission shall designate, at its option, either the preceding Friday and the following Monday or the following Monday and Tuesday as the paid holidays.

### **18.03 Holiday Falling on a Day of Rest**

For employees who do not work a Monday-through-Friday schedule, should a paid holiday fall on an employee's scheduled day of rest, the employee shall observe the holiday with pay at a time mutually agreed to between the employee and the employee's immediate supervisor.

### **18.04 Holiday Coinciding with a Day of Vacation**

When any designated paid holiday falls within an employee's scheduled vacation, the employee shall be granted one additional day's vacation at a mutually convenient time.

## **ARTICLE 19 - ANNUAL VACATION**

### **19.01 Entitlement**

(a) Definitions:

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

FIRST VACATION YEAR - The first vacation year is the calendar year in which the employee's first anniversary falls.

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

Vacation Years	Work Days
First to Seventh	20
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth	28
Nineteenth	29
Twentieth	31
Twenty-first	32
Twenty-second	33
Twenty-third and Twenty-fourth	34
Twenty-fifth and thereafter	35

- (b) Subject to Clause 19.04 of this Agreement, vacation entitlement under (a) above shall be taken in the calendar year in which it is earned. A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) War service shall be included in the computation of vacation entitlement.
- (d) Regular part-time employees shall be entitled to vacation under (a) above on a pro-rata basis in accordance with Appendix A.
- (e) During the first partial year of service a new employee will earn vacation at the rate of one and two-thirds days for each month for which the employee earns 10 days' pay at straight time rates.
- (f) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates.

## **19.02 Vacation Scheduling**

Subject to the operational requirements of each work unit:

- (a) All employees shall be entitled to take their complete annual vacation entitlement during the period from May 1 to September 30 inclusive.
- (b) Any employee may add any approved leave of absence without pay to the employee's vacation period.
- (c) Each employee shall be entitled to the full annual vacation entitlement in one unbroken period or, at the employee's option, may take the vacation in two or more periods.
- (d) Service seniority shall prevail in the choice of first vacation periods within each work unit. Service seniority in the choice of second and subsequent vacation periods shall prevail only after all the first vacation periods have been selected in the work unit.

## **19.03 Vacation Carryover**

- (a) An employee may carry over up to ten (10) days' vacation leave per vacation year not to exceed 10 days at any time.
- (b) For the purposes of this Article the term first vacation year means the calendar year in which the employee's first anniversary falls.
- (c) An employee may request payout of their unused vacation, including archived vacation, at any time and such unused vacation will be cashed out subject to the following:
  - (i) An employee must have scheduled or taken a minimum of one hundred and five (105) hours vacation in the year the request is made.
  - (ii) Unused vacation shall be cashed out at the value it had at the time it was earned.

## **19.04 Approved Leave of Absence With Pay During Vacation**

Vacation leave shall be extended by the amount of any authorized leave of absence with pay granted during the vacation.

## **19.05 Call Back From Vacation**

- (a) When, during any vacation period, an employee agrees to be recalled to duty, the employee shall be reimbursed for all expenses incurred thereby, both by the employee and, where applicable, the employee's family in proceeding to the place of duty and in returning to the place from which the employee was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Commission.
- (b) Time necessary for travel in returning to the place of duty and returning again to the place from which the employee was recalled shall not be counted against any remaining vacation entitlement.
- (c) In lieu of the provisions of (a) and (b) above, the employee so recalled from vacation may elect an additional vacation entitlement of five working days.

## **19.06 Vacation Credits Upon Termination or Retirement**

- (a) An employee leaving the Commission for any reason shall be paid for earned but unused vacation entitlement.
- (b) An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act* shall be granted full vacation entitlement for the final calendar year of service; however, employees shall not receive full vacation entitlement for more than one year subsequent to the last year in which they were actively at work.

- (c) The Commission will make every effort to make this payment on the employee's last working day, but in any case will not delay payment beyond the time limitation imposed by the *Employment Standards Act*.

#### **19.07 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

#### **19.08 Vacation Pay**

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

#### **19.09 Vacation Re-Scheduling Because of Operational Requirements**

When a scheduled vacation leave cannot be taken because of operational requirements it shall be re-scheduled in the vacation year concerned. If that is not possible it shall be scheduled in the following vacation year and shall not be regarded as carried-over vacation as referred to in Clause 19.03.

### **ARTICLE 20 - SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY**

Regular employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the regulations as outlined in Information Appendix "A" to this agreement.

The Commission agrees to be bound by the regulations that apply to the Government of British Columbia employees pertaining to Short Term Illness and Long Term Disability until the Parties agree otherwise.

### **ARTICLE 21 - SPECIAL AND OTHER LEAVES**

#### **21.01 Leaves for Association or Licensing Body Activity**

- (a) Association representatives who are employees shall be granted leave of absence without pay in order to attend short special membership or Executive meetings of the Association. The Association shall provide the Commission with advance notice of not less than 24 hours.
- (b) The Commission recognizes the value to it of active participation of the employee in the activities of the employee's appropriate licensing body, and will not unreasonably withhold leave of absence for such participation. Such leave of absence will not entail any loss of the employee's regular salary.
- (c) Leave of absence with pay shall, subject to operational requirements, be granted to an employee to attend annual conferences of the appropriate licensing body. The Commission may reimburse an employee for the cost of attendance, including entrance or registration fees and necessary travel expenses.

#### **21.02 Union Business or Arbitration Proceedings**

- (a) Leave Without Pay

Consistent with operational requirements, the Commission shall upon written request, grant leave of absence without pay to:

- (i) A reasonable number of employees for conducting official Association business, provided at least five days' notice in writing is given. The Commission may waive any portion of this notice period. The employee on such leave of absence will retain all non-salary related benefits.
- (ii) Employees elected or appointed to a full-time position with the Association or any body with which the Association is affiliated. Such leave shall not exceed a period of five years.
- (iii) Employees required by the Association:

- (1) To attend preparatory contract meetings;
- (2) To attend Executive meetings not covered in Clause 23.01(a) of this Agreement and conventions of the Association; or
- (3) To administer any other official affairs of the Association.

(iv) Employees called by the Association to appear as witnesses in arbitration proceedings.

To facilitate the administration of (i), (iii) and (iv) above, when leave of absence without pay is granted, it shall be with pay, and the Association shall reimburse the Commission for the appropriate salary costs including travel time.

(b) Leave With Pay

The Commission will grant leave with pay to:

- (i) An employee who is called as a witness by the Commission in arbitration proceedings.
- (ii) An employee designated under Clause 2.05(a) of this Agreement when required to attend a meeting with the Commission concerning the presentation of a grievance.
- (iii) An employee required to attend joint Commission/employee meetings.

**21.03 Leave for Court Appearances**

- (a) Leave of absence with pay shall be granted to every employee, other than an employee already on leave of absence without pay or on education leave or under suspension, who is required:
  - (i) to serve on a jury; or
  - (ii) by subpoena or summons, to attend as a witness in any proceeding held:
    - (1) in or under the authority of a court of justice or before a grand jury;
    - (2) before a court, judge, justice, magistrate or coroner;
    - (3) before a legislative body or any committee thereof that is authorized by law to compel the attendance of the witness before it; or
    - (4) before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.
- (b) An employee in receipt of regular earnings while serving at court shall remit to the Commission all moneys paid by the court, except travelling and meal allowances not reimbursed by the Commission.
- (c) Time spent at court by an employee, in an official capacity, shall be at the regular rate of pay.
- (d) Time spent in court actions arising from employment, requiring attendance at court, shall be with pay.
- (e) Subject to the foregoing provisions, in cases where an employee is a plaintiff, a defendant or an accused, such leave to attend at court shall be without pay.

**21.04 Leave for Writing Examinations**

The Commission will permit the employee leave of absence with pay to write any Commission-approved examinations.



## **21.05 Canadian Armed Forces**

The parties agree that participation by an employee in activities associated with the Canadian Armed Forces as specified below shall be good cause for leave of absence without pay: Where an employee is required to take annual training with the Canadian Armed Forces Reserve Forces, leave of absence without pay shall be granted. Where an employee takes such training during vacation leave, the employee shall be paid full remuneration for the vacation period in addition to any pay and allowances received from the reserve forces.

- (a) Where an employee makes application to attend as a delegate at meetings of service associations related to the Canadian Armed Forces Reserve Forces or conferences of the defence association, leave of absence without pay may be granted.
- (b) Where an employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the Reserve Forces, leave of absence without pay may be granted upon reasonable advance notice to the Commission.
- (c) If an employee, who was granted leave of absence without pay for the purpose of enlisting with the forces of the Crown, was discharged from the forces and immediately came under the jurisdiction of the Department of Veterans Affairs, the leave of absence without pay will continue until the employee's discharge from the care of the Department of Veterans Affairs.
- (d) An employee shall be granted leave of absence without pay in order to serve with the Canadian Armed Forces on active duty for any period of less than six months. The employee shall, upon return to the Commission, assume the employee's former position or an equivalent position in terms of classification, grade and step. Time spent on active duty shall be considered to have been spent in the Commission in the calculation of any right or benefit, in the determination of which seniority is a factor.

## **21.06 Emergency Service and Provincial Emergency Program Leave**

- (a) Leave of absence with pay shall be granted to every employee who is conscripted for emergency service, including police, fire and rescue. Where the employee receives remuneration for the emergency service, such remuneration shall be forwarded to the Commission.
- (b) Leave of absence with pay shall be granted to an employee for the purpose of participating in Commission-approved Provincial Emergency Program training. Where the employee receives remuneration for the training, such remuneration shall be forwarded to the Commission.

## **21.07 Bereavement Leave**

Bereavement leave will be under the following terms:

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays. It is understood that the employee has the ability to split the five-day entitlement between the date of death and the date of the funeral.
- (b) Immediate family is defined as an employee's parent, step-parent, spouse, child, stepchild, grandchild, grandparent, brother, sister, step-sibling, father-in-law, mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

#### **21.08 General Leave**

- (a) The Commission may grant an employee leave of absence with pay for purposes other than those specified in the Agreement to a maximum total of 35 hours per calendar year.
- (b) The Commission will allow an employee reasonable leave of absence with pay for compassionate reasons.
- (c) The Employer may grant an employee leave of absence without pay for purposes other than those specified in this Agreement.
- (d) Requests for leave under (a), (b) and (c) above will not be unreasonably denied.

#### **21.09 Extended Leave**

Employees who are granted indefinite leaves of absence without pay shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

#### **21.10 Penal Restrictions**

Employees unable to attend work as a result of penal restrictions before trial, will be considered on leave of absence without pay until the decision of the court is known. The Article shall not apply where the Commission takes disciplinary action against the employee because the penal restriction has resulted from actions in the performance of the employee's duties or from actions which affect, or could reasonably be expected to affect, suitability for continued employment.

#### **21.11 Special Licenses and License Renewal**

When the Commission or the appropriate licensing body requires an employee to obtain a certification or specialized license due to changed requirements of the employee's position, or to renew a license requiring recurrent certification, the employee shall be permitted appropriate time off with pay and with expenses to meet the requirements of such certification or special license.

#### **21.12 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.03, there will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 27.

#### **21.13 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments; or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full time of absence shall be charged to General Leave (21.08), Flex time (Article 13.02 (b)) or Annual Vacation (Article 19).

Medical, dental and/or registered midwife appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

#### **21.14 Leave Respecting Death of a Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3 Accumulation, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 27 Health and Welfare.

#### **21.15 Leave Respecting Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a) Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 27 Health and Welfare.

#### **21.16 Extended Child Care Leave**

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

- (a) The employee's application shall be submitted to the Commission at least four weeks prior to the expiration of Article 23 -Maternity, Parental and Pre-Adoption Leave.
- (b) The combined length of leaves under this clause shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 23.08(b) and 23.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 23.09.

Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

#### **21.17 Donor Leave**

The Employer and the Union encourage employees to register as organ donors. Effective 1 July 2019, an employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow, or an organ.

### **ARTICLE 22 - EDUCATION POLICY**

#### **22.01 Career Development**

The Commission recognizes the desirability of providing a climate for an employee to improve educational level, to enhance opportunities for internal promotion, and to enhance job performance by being more qualified. The Commission further recognizes the desirability of an equitable approach respecting educational opportunities for employees. The Association recognizes the desirability of assisting and encouraging the development of educational courses so that the employees may improve their technical and professional skills and knowledge. The Association further recognizes the desirability of an employee taking advantage of appropriate educational development opportunities with particular emphasis on professional updating opportunities offered through appropriate licensing bodies.

#### **22.02 Professional Training**

- (a) The parties to this Agreement recognize that there are two types of professional training programs, namely:
  - (i) Formal training programs - which include credit courses at universities or colleges or through correspondence leading towards a degree, diploma or certificate.

- (ii) Informal training programs - which include non-credit training in the form of seminars, workshops, conferences or portions of conferences with educational content, short courses, correspondence courses, secondment opportunities and field trips.
- (b) All training must be of a nature related to duties in the same or similar discipline of the employee concerned, the training must be directed towards an improvement of skills which, in the Commission's opinion, are required.
- (c) The Commission agrees to consult with the Association to determine where professional training programs may be inadequate or inappropriate.
- (d) Where the Commission requires an employee to attend a training program, or where the employee's professional licensing body requires an employee to complete educational initiatives to maintain their license to practice, the Commission shall bear the full cost of the employee's training, and where the program entails leave of absence, such leave of absence shall be with pay.
- (e) Where an employee requests to attend a training program which is not required by the Commission, the Commission may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training.
- (f) The cost of an employee's training, referred to in (d) and (e) above, includes, where applicable:
  - (i) tuition fees,
  - (ii) entrance or registration fees,
  - (iii) course-required books,
  - (iv) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between home and the place of work),
  - (v) necessary subsistence expenses, and/or
  - (vi) other legitimate expenses approved by the Commission.
- (g) Termination of employment by the employee or by the Commission for just cause prior to or during the employee's training shall nullify any obligation of financial assistance by the Commission in connection with the training.
- (h) If, after the training period, an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Commission in connection with this training.
- (i) An employee granted leave of absence with pay or with partial pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Commission for a period equivalent to three times the length of the training leave multiplied by the percentage of basic salary which was received during the training. Should the employee resign from the Commission or be dismissed for just cause before this period expires, the employee shall refund to the Commission, on a pro-rata basis, the salary plus, if any, cost incurred by the Commission in connection with this training.
- (j) An employee granted leave of absence without pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Commission for a period equivalent to the length of the training leave. Should the employee resign from the Commission or be dismissed for just cause before this period expires, the employee shall refund to the Commission, on a pro-rata basis, the cost, if any, incurred by the Commission in connection with this training.

## **ARTICLE 23 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

### **23.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Commission in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to thirteen weeks prior to the expected date of birth but shall commence six weeks prior to the expected date of birth.
- (d) The commencement of leave at six weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (e) If an employee intends to commence maternity leave between thirteen and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave.

### **23.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to thirty-seven (37) consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.
- (b) Where both parents are employees of the Commission, they shall each qualify for up to thirty-seven (37) weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Clause shall commence:
  - (i) In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 23.01; or
  - (ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (iii) The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:
    - a. within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or
    - b. within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.

Such leave request must be supported by appropriate documentation.

### **23.03 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to Clause 23.01 and 23.02 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

### **23.04 Benefit Waiting Period Allowance**

- (a) An employee who qualifies for and takes leave pursuant to Clause 23.01 or 23.02 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance

Maternity/Parental benefits, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

- (b) An employee who qualifies for and takes leave pursuant to 23.01 or 23.02 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

#### **23.05 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Clause 23.01, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan, as set out in Letter of Understanding #1. In order to receive this allowance, the employee must provide to the Commission proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

#### **23.06 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Clause 23.02, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Commission proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Commission, the employees shall determine the apportionment of the 35 weeks parental leave allowance between them.
- (c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Commission, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

#### **23.07 Pre-Placement Adoption Leave**

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

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

- (i) attending mandatory pre-placement visits with the prospective adoptive child;
- (ii) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

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

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

#### **23.08 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 23.01, 23.02, and 23.07, the Commission shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Commission's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 23.09 or fail to remain in the employ of the Commission for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Commission will recover monies paid pursuant to this Article, on a pro-rata basis.

#### **23.09 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 23.01, 23.02, or 23.07 commenced unless the employee advised the Commission of the intent to return to work one month prior to the expiration of the leave taken pursuant to Article 23--*Maternity, Parental and Pre-Adoption Leave* or if the employee does not return to work after having given such advice.

#### **23.10 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 19.01 and 19.04, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 23.01, providing:
  - (i) the employee returns to work for a period of not less than six months; and
  - (ii) the employee has not received parental allowance pursuant to Clause 23.06; and
  - (iii) the employee was employed prior to March 28, 2001.

Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding Clause 19.04, or be paid out by mutual agreement.

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

#### **23.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance**

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 23.04, 23.05, 23.06 and/or 23.07, an employee must sign an agreement that the employee will return to work and remain in the Commission's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after returning to work.

- (b) Should the employee fail to return to work and remain in the employ of the Commission for the return to work period in (a) above, the employee shall reimburse the Commission for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 23.04, 23.05, 23.06 and/or 23.07 above on a pro-rata basis.

### **23.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 23.04, 23.05 and/or 23.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

## **ARTICLE 24 - SAFETY AND HEALTH**

### **24.01 Safety Committee**

The Commission and the Association agree to have PEA members on the Joint Occupational Health and Safety Committee in accordance with the Workers Compensation Act regulations.

### **24.02 Unsafe Working Conditions**

Employees shall be recognized by the Commission to have the competence to determine what constitutes unsafe working conditions within their discipline. No employee shall be disciplined for refusal to work in a situation which is deemed unsafe beyond the reasonable requirements of the employee's job.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE**

Issues regarding Commission-initiated technological change will be discussed with the Joint Consultation Committee at least two months prior to implementation.

## **ARTICLE 26 - CONTRACTING OUT**

The Commission and the Association share a common desire to afford the broadest possible opportunity for professional development to employees. To this end, opportunities for professional development afforded by project or duration work shall be offered to employees to the greatest extent possible, recognizing that some measure of redeployment of the professional work force may be involved. To the same end, the Commission will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by the employees.

The Association agrees that it shall be the responsibility of the employee to bring to the attention of the Commission's representative responsible for such project or duration work the professional expertise available to meet the needs of such work, and further to propose reasonable alternatives for deployment of the professional work force where such is necessary.

## **ARTICLE 27 - HEALTH AND WELFARE**

The Parties agree to review the benefits contained herein during the life of the collective agreement.

### **27.01 Basic Medical Insurance**

The Commission shall pay 100% of the regular premium for basic medical insurance for those regular employees and their dependents who choose to be so covered under a plan approved by the Medical Services Commission of British Columbia

### **27.02 Extended Health Care Plan**

The Commission shall pay the regular premium for regular employees and their dependants entitled to coverage under a mutually acceptable extended health care plan. An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes three months' service with the Commission.



In relation to the above clause:

- (1) Coordination of Benefits
  - Effective April 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.
- (2) Lifetime Maximum
  - Effective April 1, 2019, increase the extended health lifetime maximum from \$500,000 to \$3 million per person, which includes coverage for out of province or out of country medical emergencies.
- (3) Chiropractic, Naturopathic, Podiatry and Acupuncture services
  - Effective January 1, 2021, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
  - Effective January 1, 2021, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
  - Effective January 1, 2021, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
  - Effective January 1, 2021, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- (4) Counselling Services
  - Effective April 1, 2019, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the current combined maximum of \$500 per family per calendar year for counselling services.
- (5) Physiotherapy Services
  - Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.
- (6) Eye Examinations
  - Effective January 1, 2020, increase eye examinations from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.

### **27.03 Dental Plan**

The Commission shall pay the regular premium for regular employees and their dependents entitled to coverage under a mutually acceptable dental plan, which shall provide:

- (a) Part A - 100% coverage
- (b) Part B - 65% coverage
- (c) Part C - 55% coverage

An employee is eligible for coverage under the Dental Plan the first of the month following the month in which the employee completes three months of service with the Government. An employee is eligible for orthodontic services under Part C after 12 months' continuous participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

### **27.04 Group Life Insurance**

- (a) The Commission shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$100,000. The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix 1 - Employee Basic Life Insurance.

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

- (b) Employees shall as a condition of employment, enrol in the Employee Basic Life Insurance and shall have the appropriate taxable benefit and, if applicable, premium deducted from their pay.
- (c) The Commission shall offer the following optional plans for employees to purchase through payroll deduction:
  - Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);
  - Optional Life Insurance for employee, spouse and dependent children;
  - Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.

#### **27.05 Workers' Compensation Act**

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave, at the regular rate of pay, up to a maximum of 130 days for any one claim.
- (b) Where an employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Commission.

#### **27.06 Air Travel Insurance**

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

#### **27.07 Employment Insurance**

Employment insurance coverage will be provided during the life of this Agreement for regular and auxiliary employees who would, if employed by a private Commission, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

#### **27.08 Medical Examination**

Where the Commission requires an employee to submit to a medical examination or medical interview, it shall be at the Commission's expense and on the Commission's time, other than a medical examination under Information Appendix A, Section 1.04

#### **27.09 Health and Welfare Plans**

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the Executive Director of the Association.
- (b) The Commission will consult the Association before developing any brochure explaining the highlights of the plans for distribution to employees. The cost of such a brochure shall be borne by the Commission.
- (c) During the life of this agreement, with the exception of Clause 27.08, the Commission shall revise any benefit in Article 27 should such benefit be revised in the same manner as for employees covered by the Master Agreement between Government and the PEA. Such revisions shall be on the same basis

implemented for employees aforementioned.

#### **27.10 Employee and Family Assistance Program**

A Commission-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided on the same basis as employees covered by the Master Agreement between Government and the PEA. All new employees will be provided information regarding the plan.

#### **27.11 Coverage on Layoff**

Regular employees shall be entitled to maintain coverage under the health and welfare plans stipulated in Clauses 27.01, 27.02, 27.03 and 27.04 for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

#### **27.12 Designation of Spouse**

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

### **ARTICLE 28 - WORK CLOTHING**

- (a) Where the Commission requires an employee to wear a uniform, or special or protective clothing, or special equipment, the Commission shall be responsible for its provision, replacement, cleaning and/or laundering except that washable garments shall be cleaned and/or laundered by the employee.
- (b) Uniforms and special or protective clothing shall be of a quality, style, material and appropriateness which is mutually acceptable to the Commission and to the group of employees concerned.
- (c) In instances where the chattels are of a nature that they cannot be retained by the Commission for use by another employee, the Commission may require the employee concerned to pay some portion of the cost if the employee leaves the position after a short period of employment in that position.
- (d) Regular employees who are required by the Worksafe BC OH&S Regulations or the Commission to wear safety-toe footwear shall be entitled to be reimbursed for Safety-toe footwear up to July 1, 2014 - \$148.50, July 1, 2015 - \$150.00, July 1, 2016 - \$152.24, July 1, 2017 - \$154.52, July 1, 2018 - \$156.84 once every two years effective upon production of a receipt.

### **ARTICLE 29 - PAYMENT OF SALARIES AND ALLOWANCES**

#### **29.01 Salaries**

Employee salary schedules are included in the Subsidiary Agreement, which shall form part of this Agreement in the form of an addendum (Addendum A).

#### **29.02 Pay Period**

- (a) An employee shall be paid bi-weekly on every second Friday. A statement shall be given to the employee at the end of each bi-weekly pay period showing the period worked, salary earned and all deductions therefrom.
- (b) Employees working other than full-time shall be paid bi-weekly at the rate of pay for the classification, but in proportion to the hours worked by the employee as a proportion of the total hours worked by full-time employees in the same classification.
- (c) The Commission shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit Association of the employee's choice on or before the appropriate pay day.

- (d) If the paycheck is not available on the pay day the Commission shall arrange for the employee to be provided on the pay day with an adequate advance on the employee's salary.

### **29.03 Increment Dates**

#### **(a) Increments on Appointment**

Regular full-time employees may be entitled to an annual merit increase within the salary range for their classification. The effective date of the increment shall be the first day of the pay period after the employee's anniversary date of appointment to current position.

#### **(b) Regular Part-time and Temporary Employees**

Eligible regular part-time employees shall receive their annual increment effective the first day of the pay period after the date the employee has worked 1750 regular straight-time hours. The accumulation of the next 1750 hours shall commence on the day following the employee's completion of the preceding 1750 regular working hours.

#### **(c) Increment Deferral - Leaves of Absence**

Any leaves of absence without pay, other than maternity, adoption, parental or education leave for more than 30 days which occurs prior to an employee's increment anniversary date will defer the increment and the employee's anniversary (increment) date will be adjusted by a time period equivalent to the period of the leave of absence. This amended date will become the employee's new anniversary date for increment purposes.

#### **(d) Increments Earned**

Merit increases have to be earned by satisfactory work performance. An employee who has not earned a merit increase will be so informed at least two weeks before the anniversary date. The onus of justifying that the merit increase should be withheld shall fall upon the Commission.

### **29.04 Rates of Pay Calculations**

The formula for arriving at monthly, bi-weekly, daily, or hourly rates, allowances or premiums is as follows:

$$\frac{\text{Annual Rate}}{26.0893} = \text{Bi-Weekly Rate}$$

$$\frac{\text{Monthly Rate} \times 12 \text{ months}}{26.0893} = \text{Bi-Weekly Rate}$$

$$\frac{\text{Bi-Weekly Rate}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regular scheduled hours in the employee's day shift by the hourly rate.

For the purposes of converting a bi-weekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Bi-Weekly Rate} \times 26.0893}{12} = \text{Monthly Rate}$$

### **29.05 Travel and Relocation Expenses**

The union proposes to increase allowances below by 2% each year of the term of the collective agreement.

- (a) The board and lodging regulations and relocation regulations shall be as outlined in Information Appendix B.

- (b) Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.
- (c) (i) Distance allowance for all kilometres travelled on Commission business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have a personal vehicle at work for use in the performance of the employee's duties.

(ii) The following rates shall apply:

Meal	July 1, 2019	July 1, 2020	July 1, 2021
Breakfast	\$13.20	\$13.46	\$13.73
Lunch	\$15.15	\$15.44	\$15.75
Dinner	\$25.48	\$25.99	\$26.51

#### Vehicle Allowances

Date	Rate per km
July 1, 2019	58¢
July 1, 2020	59¢
July 1, 2021	59¢

**\*\*Should the *Canada Revenue Agency* raise the allowable taxable benefit to 60¢, effective July 1, 2021, the rate per kilometre will be raised to 60¢, accordingly.**

- (d) Notwithstanding the provisions above, the Commission shall revise Information Appendices B and E should such parallel benefits be revised for the majority of unionized employees in the Public Service. Such revisions shall be implemented on the same basis as implemented for the majority of unionized employees in the Public Service.
- (e) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

#### **29.06 Oil and Gas Commission Location Allowance**

Employees whose position is located in Fort St. John shall be entitled to an allowance as follows: An adjustment to their base salary of three (3) percent. Should any other worksites outside Victoria or Fort St. John be established for PEA employees, the Commission and the PEA will meet to discuss appropriate premiums, if any, for such locations.

#### **29.07 Conferences, Conventions and Other Meetings**

When the Commission instructs an employee to attend a conference or any other form of meeting in connection with regular duties, the employee shall receive regular salary and be reimbursed for all reasonable out-of-pocket expenses, including all registration or conference fees. The Commission, however, reserves the right to determine the reasonableness of such claims in accordance with established practice.

## **29.08 Retirement Allowance and Pre-Retirement Leave**

Upon retirement from the Commission, an employee who has completed 20 years of service with the Commission, including any service with the Government of BC prior to transfer to the Commission and who, under provisions of the *Pension (Public Service) Act*, is entitled to receive a pension allowance on retirement, is entitled to an amount equal to the employee's salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of the employee's monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement Service with the Public Service is only included where the employee was involved in the September 4, 2006 transfer from the Public Service to the Commission.

## **29.09 New Classifications**

Management retains the right to introduce new classifications whose rates of pay will be negotiable. If the parties are unable to agree on the rate of pay for the classification within 10 days of their first meeting or within such other period agreed to by the parties, the Commission may implement the classification and attach a salary and the matter may then be referred to a mutually agreed arbitrator for a final and binding decision.

## **29.10 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Commission to a position with a rate of pay lower than the employee's regular rate of pay shall maintain the regular rate of pay.

## **29.11 Salary Protection and Downward Reclassification of Position**

- (a) An employee's salary shall not be reduced by reason of:
- (i) a change in the classification of the employee's position or;
  - (ii) placement into another position with a lower maximum salary;

that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

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

Such employees shall receive the full negotiated salary increases for the new classification thereafter.

## **29.12 Occupational First Aid Requirements**

- (a) Where the Commission 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 Commission, and leave to take the necessary courses shall be granted with pay.
- (b) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:
- Level 3 Occupational First Aid Certificate:
    - \$62.96 per biweekly period (effective July 1, 2019)
    - \$64.22 per biweekly period (effective July 1, 2020)
    - \$65.51 per biweekly period (effective July 1, 2021)
  - Level 2 Occupational First Aid Certificate:
    - \$49.23 per biweekly period (effective July 1, 2019)
    - \$50.21 per biweekly period (effective July 1, 2020)
    - \$51.21 per biweekly period (effective July 1, 2021)

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

- (c) Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.
- (d) Where the Commission has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 work days in any month, the employee shall receive the full monthly allowance.

#### **29.13 Child Care Expenses**

- (a) Where an employee is requested or required by the Commission to attend:
  - (i) Commission endorsed education, training and career development activities, or
  - (ii) Commission sponsored activities

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to:

- \$68.69 effective July 1, 2019;
  - \$70.06 effective July 1, 2020;
  - \$71.46 effective July 1, 2021 per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course approved by the Commission outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to:
  - \$34.31 effective July 1, 2019;
  - \$35.00 effective July 1, 2020;
  - \$35.70 effective July 1, 2021 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

#### **29.14 Lodging Allowance**

Employees on travel status who stay in non-commercial lodging shall be entitled to claim

- \$34.31 effective July 1, 2019;
  - \$35.00 effective July 1, 2020;
  - \$35.70 effective July 1, 2021 per day except where the lodging is supplied by the Commission. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

#### **29.15 Medical/Dental Travel Allowance**

Employees in areas where adequate medical and dental facilities are not available may have to travel to the nearest medical center to receive medical and dental care for the employee, their spouse, dependent child or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Employees who are on leave as a result of the foregoing circumstances shall be entitled to

reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of:

- \$572.48 – July 1, 2019
- \$583.93 – July 1, 2020
- \$595.61 – July 1, 2021 per calendar year.

## **ARTICLE 30 - CLASSIFICATION AND CAREER LADDERING PROGRAM**

### **30.01 Classification and Career Laddering Program**

The OGC Career Laddering Plan which was jointly developed by the parties will not be amended except with the mutual agreement of the parties to this Agreement.

The Parties agree to meet within 2 months of the ratification of the agreement for the purposes of reviewing and agreeing upon procedures, criteria, including professional development for the initial placement of new employees and for existing members of the bargaining unit to advance from one OGC Ladder Level to another.

The parties agree to complete the review and implement the program by March 1<sup>st</sup> 2021. This date is subject to change upon mutual agreement.

The parties agree to establish a working committee comprised of two appointees from the bargaining unit and two appointees from the Commission. Either may rely on subject experts to advise them or participate as necessary.

### **30.02 Classification and Career Laddering - OGC Level Appeal Procedure**

An employee shall have the right to appeal, through the Association the Ladder Level the employee occupies.

Career Ladder Level matters are not grievable under Article 8 of this Agreement. Instead the following procedures shall be followed.

#### **Step 1**

- (a) If an employee believes that they have been improperly assessed, the employee may discuss the assessment with their immediate supervisor.
- (b) The Commission's designate shall, upon written request and within 30 days after the request provide the employee with a written statement of the latter's assessment.

#### **Step 2**

- (c) If the employee believes the assessment is improper, the employee may initiate a formal appeal, through the Association by sending an email to the employee's supervisor, detailing the reasons the employee believes the assessment to be improper.

The Commission shall meet with the Association to review the assessment and Step 2 email. The Commission will advise the employee and the Association of the results of its review in writing 30 days from the receipt of the Step 2 meeting.

#### **Step 3**

- (d) The Employer shall, if the dispute still exists, have the right to appeal the results of the review in Clause 30.02 (c) above, through the Association to the Classification/Career Ladder Referee. The appeal shall be presented within 30 days of the Association receiving the decision of the Commission.
- (e) The effective date of any resulting change in the level shall be from the first day of the pay period following the date of receipt by the Commission of the employee's appeal submitted pursuant to Clause 30.02 (c).



## **ARTICLE 31 - JOINT CONSULTATION COMMITTEE**

### **31.01 Joint Consultation**

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

### **31.02 Joint Consultation Committee**

- (a) There shall be established for the life of this Agreement a Joint Consultation Committee composed of two Commission representatives and two Association representatives. In addition, there shall be an alternate representing each party.
- (b) Of the two representatives representing each party, one shall be a co-chairperson and another alternate co-chairperson. The Commission co-chairperson and the Association co-chairperson shall alternate in presiding over meetings. The Committee may call upon additional persons for technical information or advice. The Committee may also establish ad hoc sub-committees as it deems necessary and shall set guidelines and operating procedures for such sub-committees.
- (c) Employees who are appointed to the Joint Consultation Committee shall not suffer any loss of pay for time spent working as members of this committee
- (d) All decisions, including (b) above, of the Committee shall be by unanimous vote.
- (e) The Committee shall meet at the call of either party at a mutually agreeable time and place. The quorum for a meeting shall be one Commission representative and one Association representative. Should there be unequal representation at a meeting, then only equal numbers representing each party shall be permitted to vote.

### **31.03 Ad Hoc Rehabilitation Committee**

It is the intent of the Commission and the Association to encourage and facilitate the early return to gainful employment of employees who are ill or injured. To this end, an ad hoc Rehabilitation Committee will be established consisting of the two representatives of the Association, and two representatives of the Commission.

The Committee shall review cases of regular employees who have completed their initial probationary period and who are no longer capable of performing the duties of their own occupations due to illness or injury. Such employees will make application in accordance with Information Appendix A, Part III.

## **ARTICLE 32 - GENERAL**

### **32.01 Copies of Agreement**

The Association and the Commission desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Association and Commission will make the Agreement available electronically to all employees.

### **32.02 Indemnity**

- (a) Except where there has been flagrant or willful negligence on the part of an employee in the performance of the employee's official duties, the Commission agrees:
  - (i) Not to seek indemnity against an employee whose actions in the performance of those official duties result in a judgement against the Commission;
  - (ii) Not to pay any judgement against an employee, superannuant or former employee, arising out of the performance of the employee's duties with the Commission;

- (iii) To provide legal services and/or to pay approved legal costs incurred in the civil proceeding arising out of (ii) above. Wherever practical the Commission will consult with the employee on the naming of legal counsel.
- (b) Where employees are required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Commission will provide either legal counsel or, at the Commission's option, reimbursement of reasonable legal fees incurred in such defense.
- (c) In order that the above provisions shall be binding upon the Commission, the employee shall notify the Commission immediately, in writing, of any incident or course of events which may lead to legal action against the employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (i) When the employee is first approached by any person or organization notifying the employee of intended legal action against the employee; or
  - (ii) When the employee retains counsel in regard to the incident or course of events; or
  - (iii) Where any investigative body or authority first notifies the employee of an investigation or other proceeding which might lead to legal action against the employee; or
  - (iv) When information first becomes known to the employee in the light of which it is a reasonable assumption to conclude that the employee might be the object of legal action.

### **32.03 Political Activity**

#### **(a) Municipal and School Board Offices**

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

- (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a Commission employee;
- (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Commission position.

Where Municipal Council or school board meetings are held during the employee's normal working hours, the Commission shall, upon written request, grant leave of absence without pay to attend such meetings.

Before employees may receive remuneration in municipal or school board offices, they must receive approval of the Commissioner or designate.

#### **(b) Federal and Provincial Offices**

Subject to the Commission's Conflict of Interest Policy, 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 of absence without pay to engage in the election campaign. If elected, the employee shall, upon written request, be granted leave of absence without pay for a maximum period of five years. If not elected, the employee shall be allowed to return to the employee's former position.

### **32.04 Travel Expense Advance**

The Commission may provide a refundable advance for travel expenses for employees who do not qualify to obtain a corporate card and are required to travel. This advance shall be sufficient for the travelling involved.

### **32.05 Relocation Allowance**

The employee may apply for an advance for relocation expenses sufficient to cover the cost of allowable expenses. Such advance shall be accounted for or repaid upon completion of the relocation.

### **32.06 Out-of-Bargaining-Unit Positions**

The parties recognize that operational requirements may necessitate employees to substitute, on a short-term basis, in positions outside of the bargaining unit. When such substitution occurs, the employees shall retain all their obligations and advantages within the bargaining unit.

### **32.07 Technological Improvements or Inventions**

In respect of any technological improvement or invention developed by an employee, who has a contractual arrangement with the Commission to undertake such technological improvement or invention, the patent or copy rights shall be vested with the Commission.

### **32.08 Disclosure of Information**

The Commission and the Association recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct such concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that the allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice shall provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that the allegation has not been adequately addressed at this level, the employee will so advise the excluded manager prior to proceeding to the next level of this process.
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the CEO, including the detailed information outlined above.

### **32.09 Misuse of Managerial/Supervisory Authority**

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate. Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Commission's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal. Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized. If an employee does not present a complaint within the prescribed time limits, or the Union does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Procedures:

- a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. If the proposed resolution is not acceptable, the complainant may grieve the matter through the Union in writing to the Commission.

## **ARTICLE 33 - LAYOFF AND RECALL**

### **Preamble**

The Commission agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article.

### **33.01 Workforce Adjustment**

- (a) The Parties recognize that workforce adjustment may be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Commission, reorganization or program termination.
- (b) The timeframe for Clause 33.1 placement activities is 60 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed. Such notice will only be issued after consultation with or advice to the Joint Consultation Committee.
- (c) The Commission will consult with the Association through the Joint Consultation Committee established pursuant to Article 31 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:
  - (1) Both Parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.
  - (2) The Commission must first minimize the impact on their regular employees through the appropriate:
    - (i) cancellation of contracts for employment agency personnel;
    - (ii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
    - (iii) where necessary, layoff of temporary employees;
    - (iv) lateral transfers and, where necessary, regular employees displacing temporary employees performing ongoing work.
  - (3) Employees will be canvassed for voluntary receipt of severance or early retirement prior to the Commission initiating further measures.
  - (4) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.
  - (5) Surplus employees will be placed through lateral transfers where such vacancies are available.
  - (6) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies.
  - (7) Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Commission.

### **33.02 Layoff**

In the event of a layoff of employees, the following shall apply:

- (a) The Commission shall notify employees affected by Clause 33.2, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Association. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work

was not made available.

- (b) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

- (1) The employee to be laid off shall be the employee with the least service seniority in the same classification.

Vacancy/Displacement		Classification	Geographic Area
(i)	Vacancy	Same	Same
(ii)	Vacancy	Comparable	Same
(iii)	Displace	Same	Same
(iv)	Displace	Comparable	Same
(v)	Vacancy	Same	Other
(vi)	Vacancy	Comparable	Other
(vii)	Displace	Same	Other
(viii)	Displace	Comparable	Other

- (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (iv) below.

- (3) In order to facilitate the administration of Clause 33.2(b)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement / bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Commission will identify the least senior employee within the classification.

- (4) "Comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.

- (5) In the event that an employee is not placed pursuant to any of the above options they shall claim early retirement or severance pay.

- (c) Job Offers Pursuant to (b) Above:

- (1) If an employee refuses one job offer in the same classification and same geographic location they will be deemed to have resigned but may, if eligible, claim early retirement.
- (2) If an employee refuses one job offer in a different classification and with a salary or maximum step pay range the same as their existing position in the same geographic location, they shall claim early retirement or severance pay as outlined in Clause 33.2(g).
- (3) If an employee refuses a maximum of two job offers with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clause 33.2(g).
- (4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 33.2(g).

- (d) In all cases, the regular employee must possess the qualifications as determined by the Joint Consultation Committee, to perform the work available.
- (e) Retraining and Adjustment Period
  - (1) Employees who assume a new position pursuant to this Article will receive job orientation, including, where deemed appropriate by the Joint Consultation Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
  - (2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Consultation Committee shall also consider other training where it is complementary to current in-service training.
  - (3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(f) Early Retirement

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

(g) Severance Pay

Prior to the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 33.2(c), a regular employee will be entitled to resign with severance pay based upon three weeks current salary, including Job Family Market Multiplier, if applicable, for each year (1827 hours a straight time) of regular service seniority or major part thereof.

The employee will not receive an amount greater than 12 months current salary, including Job Family Market Multiplier, if applicable.

(h) Subject to Clause 33.2(c), employees shall remain at work and on pay until the steps under Clause 33.2(b)(2) are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement.

## **ARTICLE 34 - SECONDMENT**

### **34.01 Definition**

SECONDMENT means a process by which the Commission may assign an employee to another Employer.

### **34.02 Notice of Secondment**

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

### **34.03 Provisions of PEA Agreement to Apply**

The provisions of this collective agreement will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant agreements.

#### **34.04 Commission's Representative Designated to Handle Grievances at Second Step**

The Commission will inform the employee of the Commission's representative designated to handle grievances at the second step.

### **ARTICLE 35 - TERM OF AGREEMENT**

#### **35.01 Duration**

Except where otherwise stated in individual Articles, or elsewhere, this Agreement shall come into effect on the date of signing, and shall remain in effect until midnight, June 30, 2022 and thereafter until a new agreement is reached or until a strike or lockout occurs.

#### **35.02 Maintenance of Work Performance**

- (a) The employees recognize their obligation to attend at the work place at all normal work hours for the regular performance of their duties except as provided otherwise in this Agreement.
- (b) The Commission will not direct any lockout of employees and the Association will not authorize or encourage any strike, walkout, suspension of work or work slowdown during the term of the agreement for the purpose of compelling the Commission to agree to terms or conditions of employment except in pursuance of Clauses 2.07 and 35.01. Any employee authorizing, encouraging or participating in any such action may be subject to disciplinary action.

#### **35.03 Notice to Bargain**

- (a) Either party may give notice to the other party not more than 120 days and not less than 90 days prior to the expiry of this Agreement, by written notice, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.
- (b) Where no notice is given under (a) above by either party, both parties shall be deemed to have been given notice on the 90<sup>th</sup> day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of Clause 35.04 of this Agreement.

#### **35.04 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 35.03 above, the parties shall, without delay, but in any case within 14 clear days after notice was given, or within such a period as the parties may agree, meet and commence to bargain collectively with each other and shall make every reasonable effort to conclude the renewal or revision of this Agreement or a new agreement.

**35.05 Changes in Agreement**

This Agreement may be varied or modified at any time as agreed to by the parties in writing.

Signed this Day \_\_\_\_\_ in Victoria, BC

For the Union: \_\_\_\_\_ For the Employer: \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_



**ADDENDUM A – Salary Grid****Effective 1 July 2019 (2.0% GWI)**

	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$51,494.86	\$4,291.24	\$1,973.79	\$28.1970
	2	\$53,812.26	\$4,484.35	\$2,062.62	\$29.4660
	3	\$56,233.73	\$4,686.14	\$2,155.43	\$30.7919
	4	\$58,764.05	\$4,897.00	\$2,252.42	\$32.1774
OGC 2	1	\$61,408.56	\$5,117.38	\$2,353.78	\$33.6255
	2	\$64,172.05	\$5,347.67	\$2,459.71	\$35.1387
	3	\$67,059.66	\$5,588.31	\$2,570.39	\$36.7198
	4	\$70,077.37	\$5,839.78	\$2,686.06	\$38.3723
OGC 3	1	\$72,530.22	\$6,044.19	\$2,780.08	\$39.7154
	2	\$75,068.68	\$6,255.72	\$2,877.37	\$41.1053
	3	\$77,695.92	\$6,474.66	\$2,978.08	\$42.5439
	4	\$80,415.51	\$6,701.29	\$3,082.32	\$44.0331
	5	\$83,230.03	\$6,935.84	\$3,190.20	\$45.5743
OGC 4	1	\$86,143.07	\$7,178.59	\$3,301.85	\$47.1693
	2	\$89,158.20	\$7,429.85	\$3,417.42	\$48.8203
	3	\$92,278.58	\$7,689.88	\$3,537.03	\$50.5290
	4	\$95,508.21	\$7,959.02	\$3,660.82	\$52.2974
	5	\$98,851.24	\$8,237.60	\$3,788.96	\$54.1280
OGC 5	1	\$102,310.86	\$8,525.90	\$3,921.56	\$56.0223
	2	\$105,891.83	\$8,824.32	\$4,058.82	\$57.9832
	3	\$109,598.12	\$9,133.18	\$4,200.88	\$60.0126
	4	\$113,434.11	\$9,452.84	\$4,347.92	\$62.1131
	5	\$117,404.16	\$9,783.68	\$4,500.09	\$64.2870

**Effective 1 July 2020 (2.0% GWI)**

Grid Level	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$52,524.75	\$4,377.06	\$2,013.27	\$28.7610
	2	\$54,888.50	\$4,574.04	\$2,103.87	\$30.0553
	3	\$57,358.41	\$4,779.87	\$2,198.54	\$31.4077
	4	\$59,939.33	\$4,994.94	\$2,297.47	\$32.8210
OGC 2	1	\$62,636.73	\$5,219.73	\$2,400.86	\$34.2980
	2	\$65,455.49	\$5,454.62	\$2,508.90	\$35.8415
	3	\$68,400.85	\$5,700.07	\$2,621.80	\$37.4542
	4	\$71,478.92	\$5,956.58	\$2,739.78	\$39.1397
OGC 3	1	\$73,980.83	\$6,165.07	\$2,835.68	\$40.5097
	2	\$76,570.05	\$6,380.84	\$2,934.92	\$41.9275
	3	\$79,249.83	\$6,604.15	\$3,037.64	\$43.3948
	4	\$82,023.82	\$6,835.32	\$3,143.96	\$44.9138
	5	\$84,894.63	\$7,074.55	\$3,254.00	\$46.4857
OGC 4	1	\$87,865.93	\$7,322.16	\$3,367.89	\$48.1127
	2	\$90,941.36	\$7,578.45	\$3,485.77	\$49.7967
	3	\$94,124.16	\$7,843.68	\$3,607.77	\$51.5396
	4	\$97,418.37	\$8,118.20	\$3,734.04	\$53.3434
	5	\$100,828.27	\$8,402.36	\$3,864.74	\$55.2105
OGC 5	1	\$104,357.08	\$8,696.42	\$4,000.00	\$57.1428
	2	\$108,009.67	\$9,000.81	\$4,140.00	\$59.1428
	3	\$111,790.09	\$9,315.84	\$4,284.90	\$61.2129
	4	\$115,702.79	\$9,641.90	\$4,434.88	\$63.3554
	5	\$119,752.24	\$9,979.35	\$4,590.09	\$65.5727

**Effective 1 July 2021 (2.0% GWI)**

Grid Level	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$53,575.25	\$4,464.60	\$2,053.53	\$29.3362
	2	\$55,986.27	\$4,665.52	\$2,145.95	\$30.6564
	3	\$58,505.58	\$4,875.46	\$2,242.51	\$32.0359
	4	\$61,138.11	\$5,094.84	\$2,343.42	\$33.4774
OGC 2	1	\$63,889.47	\$5,324.12	\$2,448.88	\$34.9839
	2	\$66,764.60	\$5,563.72	\$2,559.08	\$36.5583
	3	\$69,768.87	\$5,814.07	\$2,674.23	\$38.2033
	4	\$72,908.49	\$6,075.71	\$2,794.57	\$39.9225
OGC 3	1	\$75,460.44	\$6,288.37	\$2,892.39	\$41.3199
	2	\$78,101.45	\$6,508.45	\$2,993.62	\$42.7660
	3	\$80,834.83	\$6,736.24	\$3,098.39	\$44.2627
	4	\$83,664.29	\$6,972.02	\$3,206.84	\$45.8120
	5	\$86,592.53	\$7,216.04	\$3,319.08	\$47.4155
OGC 4	1	\$89,623.25	\$7,468.60	\$3,435.25	\$49.0750
	2	\$92,760.19	\$7,730.02	\$3,555.49	\$50.7927
	3	\$96,006.64	\$8,000.55	\$3,679.92	\$52.5703
	4	\$99,366.74	\$8,280.56	\$3,808.72	\$54.4102
	5	\$102,844.83	\$8,570.40	\$3,942.03	\$56.3147
OGC 5	1	\$106,444.22	\$8,870.35	\$4,080.00	\$58.2856
	2	\$110,169.86	\$9,180.82	\$4,222.80	\$60.3257
	3	\$114,025.89	\$9,502.16	\$4,370.60	\$62.4371
	4	\$118,016.85	\$9,834.74	\$4,523.57	\$64.6225
	5	\$122,147.29	\$10,178.94	\$4,681.89	\$66.8842





## APPENDIX A - COMPUTATION OF ENTITLEMENTS TO DESIGNATED PAID HOLIDAYS AND ANNUAL VACATION FOR REGULAR PART-TIME EMPLOYEES

The purpose of this Appendix is strictly to determine time-off entitlements, not to calculate pay.

### (1) Computation Method

The above entitlements shall be computed on the basis of:

- (a) 21.75 working days (7 hours each) per month, regardless of the month in question.
- (b) 152.25 working hours (21.75 x 7) per month.
- (c) Pay received for regularly scheduled straight-time working hours only (pay received for non-scheduled hours worked shall not be counted).
- (d) Conversion of working days to working hours, so that the effect of scheduled working days which are shorter or longer than 7 hours shall be taken into consideration.

### (2) Prerequisite to Entitlement

To qualify for either of the above entitlements in any month, a regular part-time employee must receive pay for a minimum time that is proportional to the equivalent of ten working days (7 hours each) that is required of a regular full-time employee.

Example: If, in a particular month, a regular part-time employee is scheduled to work 77 straight-time hours (e.g. 11 7-hour days, or 7 11-hour days, or 14 5<sup>1</sup>/<sub>2</sub>-hour days), then the employee's minimum proportional equivalent shall be

$$\frac{10}{21.75} \quad \times 77 \quad = 35.40 \text{ hours}$$

### (3) Designated Paid Holidays

Using the example in (2) above, where there is a designated paid holiday in a particular month, the regular part-time employee's entitlement shall be

$$\frac{77}{152.25} \quad \times 7 \quad = 3.54 \text{ hours}$$

Therefore, for the month concerned, the employee shall be required to work only 77 - 3.54 = 73.46 hours instead of the scheduled 77 hours, but will receive pay for 77 straight-time hours.

Where two or more designated paid holidays fall within a particular month, the regular part-time employee's entitlement shall be 3.54 hours multiplied by the number of designated paid holidays.

### (4) Annual Vacation

Using the example in (2) above, during the regular part-time employee's first seven years of continuous service, vacation entitlement for the month concerned shall be

$$\frac{77}{152.25} \quad \times 1 \frac{2}{3} \times 7 \quad = 5.90 \text{ hours}$$

## **MEMORANDA OF AGREEMENT: #1 JOB FAMILY MARKET MULTIPLIERS**

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

Job Family Market Multipliers (JFMM) subject to this Memorandum are guided by the following:

1. Positions were placed in two job families, Industry Specific Specialty Skills Family and Specialty Skills Family with job family market multipliers for each.

Industry Specific Specialty Skills positions are optimally recruited from industry, therefore valuable to industry, which requires specific education or professional designations to perform in the role.

Specialty Skills positions are not necessarily recruited from industry or performing roles with similar responsibilities as one would experience in industry, which requires specific education or professional designation to perform in the role.

2. The JFMM is not considered as base pay, but is pensionable and is applied to overtime. Effective April 1, 2015 the JFMM will be included in all calculations involving base pay.
3. An eligible employee in receipt of salary protection pursuant to Clause 29.12 will have the JFMM reduced by the corresponding amount of salary protection.
4. Except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a JFMM will continue to receive the JFMM should it be discontinued pursuant to #5 below so long as they remain in the position and the principle duties of the position remain unchanged.
5. Any JFMM is subject to mutual agreement between the Bargaining Principals for the term of this agreement except that the Employer may terminate the payment of any JFMM with 60 days' notice to the Union. Except as provided in #4 above, payment of the JFMM will cease on the expiry or termination date.

The parties agree to Job Family Market Multiplier as per the attached Appendix A to expire in accordance with #5 above.

This memorandum supersedes and nullifies any former agreement(s) respecting the matter of JFMM or wage adjustments.

## APPENDIX A to MOA #1

### Re: Job Family Market Multipliers

Position/Classification	JFMM %
Specialty Skills Family	
Strategic Legislative Analyst Legislation Specialist Regulatory Specialist	10%
Industry Specific Specialty Skills Family	
Air-Shed Specialist Engineer, Drilling Engineer, Drilling & Production Engineer, Facilities Engineer, Integrity & Geotechnical Engineer, LNG Facilities Engineer, Pipelines Engineer, Pipelines & Facilities Engineer, Pipelines Integrity Engineer, Production Completions Engineer, Safety Oversight Environmental Management Officer Hydrogeologist Hydrologist Integrity Engineer Lead Integrity Engineer Petroleum Geologist Reservoir Engineer Senior Engineer, Drilling & Production Senior Engineer, Integrity Senior Integrity Auditor Senior Petroleum Geologist Senior Reservoir Engineer Specialist, Air Emissions Supervisor, Drilling & Production Supervisor, Engineering Strategic & Technical Services Supervisor, Engineering Reviews Supervisor, Environmental Stewardship Supervisor, Integrity Programs Supervisor, Petroleum Geology Supervisor, Pipelines & Facilities Supervisor, Reservoir Engineering Supervisor, Technical Compliance Technical Leader, Resource Assessment	27%



## **MEMORANDUM OF AGREEMENT: #2 TELEWORK**

The parties acknowledge that both a flexible and motivating work environment, as well as opportunities to minimize the Commission's carbon footprint are important outcomes. The parties also acknowledge that Telework may be an opportunity to help achieve these outcomes, but understand that Telework is a substantial organizational change.

For the purposes of proposed telework opportunities:

TELEWORK is the scheduled performance of work during regular working hours by an employee from a telework place.

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

TELEWORKPLACE is the location at which the employee and the Commission have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Commission.

To enable an informed decision on potential implementations of Telework within the Commission, the Employer will conduct an opportunity assessment within six months of ratification of all collective bargaining units, including this agreement.

The scope of this opportunity assessment would be determined through the project initiation process, and would include feedback from all Commission internal stakeholder groups, including the Joint Committee, and the Commission's Executive.

Without limiting the objectives or outcomes of this opportunity assessment, the scope of this opportunity assessment may include:

- Definitions: establishment of common terminology to support informed discussions with stakeholders on Telework and related topics
- Policy and Process Framework: high-level, future state perspective on Telework and related topics to support informed discussions with stakeholders and associated impact analysis
- Stakeholder Engagement: identification and engagement of internal and external stakeholder groups on Telework definitions, future state policy and process considerations
- Impact Analysis: summary of key benefits and impacts identified through the stakeholder engagement process. Consideration of this analysis will inform recommendations
- Recommendation(s): Based upon the outcomes of the stakeholder engagement and impact analysis, an Opportunity Assessment Report, with one or more recommendation actions will be provided to the Executive Committee of the Employer

Periodic updates on the status of the opportunity assessment will be provided to all Commission internal stakeholder groups, including the Joint Committee.

In addition to providing input through the stakeholder engagement process, the Employer will provide all internal stakeholder groups, including the Joint Committee an opportunity to provide input into the Opportunity Assessment Report.

At the conclusion of the opportunity assessment, the Employer will commit to undertaking the actions within the timelines recommended within the Opportunity Assessment Report.

## **Addendum A**

### **MEMORANDUM OF AGREEMENT: #3 GAINSHARING**

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

### **MEMORANDUM OF AGREEMENT: #4 VACATION ADJUSTMENTS FOR RECRUITMENT AND RETENTION**

The parties agree that recruitment and retention is an issue in certain geographical locations. In an effort to address these issues employees will be provided with an extra vacation day for travel time to and from the following communities, effective the 2019 to 2022 vacation years for the following locations:

- Dawson Creek
- Fort Nelson
- Fort St. John
- Prince George
- Terrace

### **MEMORANDUM OF AGREEMENT: #5 STANDBY PAY**

Parties will create a joint committee to review, clarify and update as needed Standby Pay language. The committee will commence meetings no later than three months after ratification of the collective agreement by parties or extended by mutual agreement by both parties.

## **INFORMATION APPENDICES:**

### **INFORMATION APPENDIX A - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

#### **PART I**

#### **SHORT TERM ILLNESS AND INJURY PLAN**

##### **1.01 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Commission.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days' coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days' entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413, or the EIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Commission's business, the employee shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in section 1.02.
  - (i) Commission and employee contributions and deductions for the Pension Plan and Employment Insurance during the period of absence will comply with statutory requirements.
  - (ii) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (i) above.
  - (iii) If net take-home pay as calculated in (ii) above is less than the employee would receive if the employee had continued to work, the Commission will top up so there is no difference in net take-home pay.
  - (iv) The compensation payable by the Workers' Compensation Board shall be remitted to the Commission.
- (e) Pay for a regular part-time employee under this plan shall be based on the part-time percentage of full-time employment at date of present appointment.

##### **1.02 Short Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury the employee will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short Term Plan Period).
- (b) The 75% benefit may be supplemented at the rate of 25% of actual duration of absence due to illness or injury by the use of following in descending order:
  - i) compensatory time off (CTO),
  - ii) vacation entitlement.

##### **1.03 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short term plan period as defined in section 1.02(a).

- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days 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 months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six-month period of benefits under this plan except as provided in (d) below, where the short term plan period shall continue to be as defined in section 1.02(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short term plan period shall continue to be as defined in section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the short term plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in section 1.02(a), if absence is due to the same illness or injury.

#### **1.04 Doctor's Certificate of Inability to Work**

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

- (a) a medical practitioner qualified to practice in the Province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (i) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (ii) where the employee has been absent for six consecutive scheduled days of work;
  - (iii) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

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

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

#### **1.05 Integration with other Disability Income**

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter day accumulation that is being used to supplement the plan, pursuant to section 1.02(b). Other disability income benefits will include:

- (a) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Commission;

- (b) Any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with section 1.01(d);
- (c) Any periodic benefit payment from the Canada or Quebec pension plan or other social security plan of any country.

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

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Commission will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay. This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

#### **1.06 Benefits not paid During Certain Periods**

Benefits will not be paid when an employee is:

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

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

- (i) education leave,
- (ii) general leave of absence not exceeding 30 days,
- (iii) maternity leave, parental leave or adoption leave which prevents the employee from returning to work on the scheduled date of return, the short term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work.
- (i) not actively engaged in a treatment program where the employee's physician determines it appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.07 Employee to Inform Commission**

The employee shall inform the Commission as soon as possible of their inability to report to work because of illness or injury.

The employee shall inform the Commission of the date of their return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **1.08 Entitlement**

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

### **1.09 EIC Premium**

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

### **1.10 Benefits upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to section 1.01(c), 1.01(d), or 1.02 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 months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six-month period identified in Information Appendix A, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits

## **PART II LONG TERM DISABILITY PLAN**

### **2.01 Eligibility**

- (a)
  - (i) Employees shall be covered by the Long Term Disability Plan upon completion of three months' active employment with the Commission. To be covered by the Plan, an employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed three months' active service in such a position.
  - (ii) Where an employee is converted from temporary to regular status, plan coverage shall commence the earlier of (a)(i) above, or upon the completion of three months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits.
- (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 the employee 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) Employees must submit their LTD Plan application within four (4) weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four (4) weeks of the

end of the STIIP period will be presumed to have abandoned their claim for LTD benefit. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

- (d) Coverage in the plan is a condition of employment.

## **2.02 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in section 1.03(a) and (c), the employee shall be eligible to receive a monthly benefit as follows:

- (a) The employee shall receive a monthly benefit equal to the sum of:
  - (i) 70% of the first \$2,300 of monthly earnings; and
  - (ii) 50% of the monthly earnings above \$2,300.

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

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

- (b) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns, or dies, whichever occurs first.
- (c) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to the Joint Consultation Committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment will not disqualify an employee from the nine-month access period.
- (d) When an employee is in receipt of a benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension benefits will be waived by the Commission.
- (e) An employee engaged in rehabilitative employment with the Commission and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension benefits waived by the Commission, except that Superannuation contributions shall be deducted from any salary received from the Commission to cover the period of rehabilitative employment.

## **2.03 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 the employee's own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:
  - (i) in the employee's own occupation, or
  - (ii) in a job other than the employee's own occupation.

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

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 29.12 at the employee's basic rate at the date of disability.

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

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at the 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 illnesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where the employee is at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

- (c)
  - (i) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment where they are unable to perform the principle duties of their previous classification the employee may earn in combination with benefits from this Plan up to 100% of the employee's earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.
  - (ii) If an employee is able to perform the principle duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from the Plan, up to 100% of their earnings at the date of disability of the position's current rate of pay, whichever is greater.

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

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

- (iii) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.
  - (iv) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of section 2.02(a), the provisions of section 2.03(c)(i) shall not apply until the employee is receiving a benefit under section 2.02(b).

## **2.04 Exclusions from Coverage**

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



- (a) War, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of the employee's regular occupation;
- (c) Intentionally self-inflicted injury or illness;

## **2.05 Pre-Existing Conditions**

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

## **2.06 Integration With Other Disability Income**

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

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

- (a) Any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose, and;
- (b) Any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Commission 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 the employee would be entitled if an application for such a benefit were approved, and;
- (e) Any amount of disability income provided by any group or Association disability plan to which the disabled employee might belong or subscribe.

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

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

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Commission will be

entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay, subject to the following:

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

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

## **2.07 Successive Disabilities**

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though the employee had not returned to work.
- (c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

## **2.08 Cessation of Benefits**

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

- (a) at the end of the month in which the employee turns 65;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Commission.

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

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

## **2.09 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full

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

#### **2.10 Benefits upon Plan Termination**

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

#### **2.11 Contributions**

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

#### **2.12 Waiver of Contributions**

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

#### **2.13 Claims**

- (a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Commission. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have the claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Commission, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.
- (b)
  - (i) Written notice of an appeal must be submitted within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.
  - (ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support the claim.

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

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

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

#### **2.14 Physical Examination**

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

#### **2.15 Canadian Currency**

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

#### **2.16 Administration**

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

#### **2.17 Implementation by Regulation**

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

#### **2.18 Benefit Level**

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

### **PART III REHABILITATION**

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

- (a) For the purpose of this Article incapacity shall mean where the employee is unable to perform all the duties of the employee's own occupation as defined in section 2.03(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Commission shall provide the employee with an application for alternative suitable employment. An employee who fails to:
  - (i) sign the application form;
  - (ii) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Joint Consultation Committee Principles;
  - (iii) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.
- (c) The application shall be completed and returned to the Commission who shall within 10 work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.
- (d) The Joint Consultation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
  - (i) if the application is properly before the Committee;
  - (ii) based on the assessment, determine whether the employee is immediately capable of performing modified, alternate or rehabilitative employment;
  - (iii) if no to (ii) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
  - (iv) in considering modified, alternative or rehabilitative employment, the committee may provide advice and make recommendations to the Commission to return the incapacitated employee to work considering the following accommodations:
    - (1) modification of the duties of the employee's job;
    - (2) flexibility in scheduling hours of work within existing hours of operation;
    - (3) provision of technical or mechanical aids.
  - (v) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful and the employee is therefore able to perform the duties of a gainful occupation, the employee shall be subject to Article 33 excluding displacement options pursuant to Clause 33.2.
- (e)
  - (i) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Joint Consultation Committee if the Government Employee Health Services determines it is medically appropriate to do so.
  - (ii) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Joint Consultation Committee while on STIIP. In such cases, Part III (c) and (d) will apply.

- (f) Where an employee has a physical occupational illness or injury, the Commission will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Information Appendix A.
- (g) Where the Commission has concerns with a recommendation made in accordance with (d)(iv) above, the concern will be reviewed with the Joint Consultation Committee.

## **INFORMATION APPENDIX B**

### **BOARD AND LODGING AND RELOCATION EXPENSES AND TRAVEL EXPENSES**

#### **Definitions**

For the purposes of these regulations:

1. STATIONARY EMPLOYEES are employees who occupy positions that require them to
  - (a) carry out their duties on a day-to-day basis at their headquarters, and/or
  - (b) travel from their headquarters for short periods of time, and/or
  - (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;
2. TRAVEL STATUS with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Commission business with the approval of the Commission, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters.
3. HEADQUARTERS OR GEOGRAPHIC LOCATION is that area within a radius of 32 kilometres of where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
4. DEPENDANTS - For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income tax returns.
5. PRIVATE DWELLING HOUSE refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "House", "residence" and "property" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.
6. REASONABLE AMOUNT OF PROPERTY - Where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (i.e. hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:
  - (i) value of an average serviced lot in or close to the nearest town;
  - (ii) assessed value of actual house on site;
  - (iii) total added value in (i) and (ii).

**PART I**  
**BOARD AND LODGING REGULATIONS**

**1.01 Board and Lodging Allowances**

(a) Local Hire:

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) Employees at their headquarters:

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except as specifically authorized by the Master Agreement .

(c) Travel Status:

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

1. "Stationary" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis.
2. Notwithstanding any provisions contained in subsection (e), travel status will not apply where the Commission decides to provide for or supplies free board and lodging.

(d) Boarding and Lodging:

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Commission in either Commission-operated camps or by means of local community services:

"Stationary" employees assigned to a temporary headquarters.

(e) Per diem living allowance:

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

- (1) Where employees would otherwise be entitled to travel status under subsection (3) or board and lodging supplied under subsection (4) employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Commission establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Commission's option.
- (2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Commission than would have resulted if board and lodging were supplied by the Commission.
- (3) Where employees are entitled, the per diem living allowance will be
  - thirty-seven dollars and seventy-five cents (\$37.75) effective July 1, 2014;
  - thirty-eight dollars and thirteen cents (\$38.13) effective July 1, 2015;

- thirty-eight dollars and seventy cents (\$38.70) effective July 1, 2016;
- thirty-nine dollars and twenty eight cents (\$39.28) effective July 1, 2017;
- thirty-nine dollars and eighty seven cents (\$39.87) effective July 1, 2018

per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

- (i) Non-approved unpaid absences from the job including abutting week-ends;
  - (ii) Unpaid WCB leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodging will be supplied by the Commission, but not beyond the period of hire or 20 days, whichever is the lesser;
  - (iii) While on educational leave with or without pay;
  - (iv) Termination pay for vacation and pre-retirement leave upon retirement;
  - (v) While employees are moving from one job site to another or from one headquarters to another and on travel status.
- (4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Commission is unable to supply board but lodging is supplied.
- (5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and Commission mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Commission's agreement shall not be unreasonably withheld.
- (i) Where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
  - (ii) Where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purpose of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
  - (iii) Where employees are on leave with pay for Association business.
  - (iv) Where employees are in receipt of STIIP in excess of five consecutive days, on approved WCB leave with pay in excess of five consecutive days or on other approved leaves of absence with or without pay for periods in excess of five consecutive days.

Where the employee and Commission do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

- (6) It is understood that the Commission will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.
- (7) Where employees have elected the per diem living allowance, it is understood and agreed that the Commission will be required to provide sufficient notice in writing of the termination date of the project



to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipts, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

#### **1.02 Moving of Trailers and Household Effects**

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply; instead, the Commission shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

#### **1.03 Type of Accommodation**

It is agreed and understood that where the Commission supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

#### **1.04 Permanent Camp**

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be

- two hundred and forty four dollars and fifty cents (\$244.50) – January 27, 2015
- two hundred and forty six dollars and ninety five cents (\$246.95) – July 1, 2015
- two hundred and fifty dollars and sixty five cents (\$250.65) – July 1, 2016
- two hundred and fifty four dollars and forty one cents (\$254.41) – July 1, 2017
- two hundred and fifty eight dollars and twenty three cents (\$258.23) – July 1, 2018

per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be

- seventy four dollars and forty cents (\$74.40) effective July 1, 2014;
- seventy five dollars and fourteen cents (\$75.14) effective July 1, 2015;
- seventy six dollars and twenty seven cents (\$76.27) effective July 1, 2016;
- seventy seven dollars and forty two cents (\$77.42) effective July 1, 2017;
- seventy eight dollars and fifty eight cents (\$78.58) effective July 1, 2018

per month or

- two dollars and fifty cents (\$2.50) effective July 1, 2014;
- two dollars and fifty three cents (\$2.53) effective July 1, 2015;
- two dollars and fifty seven cents (\$2.57) effective July 1, 2016;
- two dollars and sixty one cents (\$2.61) effective July 1, 2017;
- two dollars and sixty five cents (\$2.65) effective July 1, 2018 per day.

Where board only is supplied, the rate will be

- one hundred and sixty five dollars and eighty cents (\$165.80) effective July 1, 2014;
- one hundred and sixty seven dollars and forty six cents (\$167.46) effective July 1, 2015;
- one hundred and sixty nine dollars and ninety seven cents (\$169.97) effective July 1, 2016;
- one hundred and seventy two dollars and fifty two cents (\$172.52) effective July 1, 2017;
- one hundred seventy five and dollars and eleven cents (\$175.11) effective July 1, 2018 per month, or

- five dollars and fifty-five cents (\$5.55) effective July 1, 2014;
- five dollars and sixty-one cents (\$5.61) effective July 1, 2015;
- five dollars and seventy cents (\$5.70) effective July 1, 2016;
- five dollars and seventy-eight cents (\$5.79) effective July 1, 2017;
- five dollars and eighty-eight cents (\$5.88) effective July 1, 2018 per day, or
- one dollar and eighty-five cents (\$1.85) effective July 1, 2014;
- one dollar and eighty seven cents (\$1.87) effective July 1, 2015;
- one dollar and ninety cents (\$1.90) effective July 1, 2016;
- one dollar and ninety three cents (\$1.93) effective July 1, 2017;
- one dollar and ninety six cents (\$1.96) effective July 1, 2018 per meal.

This regulation, however, will not alter any existing arrangements whereby the employee bid on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

## **PART II RELOCATION EXPENSES**

### **2.01 Policy**

- (a) Relocation expenses will apply:
  - (i) to regular employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location.
  - (ii) to employees who have to move from one headquarters or geographic location to another at the Commission's request to fill a position which is permanently located at another headquarters or geographic location.
  - (iii) employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.
- (b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following groups of employees who will not be considered to be on relocation:
  - (i) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another.
  - (ii) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions.
  - (iii) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.
- (c) To employees entitled to relocation expenses, the Commission will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

### **2.02 Travel Expenses on Relocation**

- (a) Initial trip to seek new accommodation.

The Commission shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Commission and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the Treasury Board Order on Travel Expenses.

Any time beyond the specified time may be charged against the employee's annual vacation credits,

however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling expenses moving to new location.

The Commission shall provide reimbursement of travel expenses incurred during relocation for employees, and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals - Adults - full rate

Children 12 and under - one-half rate

Motel or Hotel - on production of receipts.

Private lodging at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different than the employee, the Commission shall reimburse the employee for any dependants' travel expenses, meals and accommodation incurred while travelling to the new Headquarters area. In such cases where the employee remains eligible for benefits pursuant to section 2.03, the employee will be reimbursed for the dependants' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

### **2.03 Living Expenses Upon Relocation At New Location**

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

(a) The Commission shall pay an employee not accompanied by dependents at the new location a living allowance

- twenty-six dollars and sixty cents (\$26.60) effective July 1, 2014;
- twenty-six dollars and eight-seven cents (\$26.87) effective July 1, 2015;
- twenty-seven dollars and twenty-seven cents (\$27.27) effective July 1, 2016;
- twenty-seven dollars and sixty-eight cents (\$27.68) effective July 1, 2017;
- twenty-eight dollars and ten cents (\$28.10) effective July 1, 2018 per day up to a maximum of 30 days, or

(b) The Commission shall pay an employee accompanied by dependents at the new location a living allowance of

- thirty-one dollars and eighty-five cents (\$31.90) effective July 1, 2014;
- thirty-two dollars and twenty-two cents (\$32.22) effective July 1, 2015;
- thirty-two dollars and seventy cents (\$32.70) effective July 1, 2016;
- thirty-three dollars and nineteen cents (\$33.19) effective July 1, 2107;
- thirty-three dollars and sixty-nine cents (\$33.69) effective July 1, 2018 per day up to a maximum of 60 days.

(c) Where an employee is receiving the payment in (a) above and is later joined by any dependents at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

### **2.04 Moving of Household Effects and Chattels**

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

- (a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$60,000.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When an employee is being relocated and opts to move the employee's own household effects and chattels the employee shall receive one of the following allowances:
  - 1) for a move not exceeding a distance of 240 kilometres;
    - five hundred thirty-one dollars and forty cents (\$531.40) effective date July 1, 2014;
    - five hundred thirty-six dollars and seventy-one cents (\$536.71) effective July 1, 2015;
    - five hundred forty-four dollars and seventy-six cents (\$544.76) effective July 1, 2016;
    - five hundred fifty-two dollars and ninety-three cents (\$552.93) effective July 1, 2017;
    - five hundred sixty-one dollars and twenty-two cents (\$561.22) effective July 1, 2018
  - 2) for a move which exceeds a distance of 240 kilometres;
    - eight hundred fifty dollars and thirty cents (\$850.30) effective July 1, 2014;
    - eight hundred fifty-eight and eighty cents (\$858.80) effective July 1, 2015;
    - eight hundred seventy-one and sixty-eight cents (\$871.68) effective July 1, 2016;
    - eight hundred eight-four and seventy-six cents (\$884.76) effective July 1, 2017;
    - eight hundred ninety-eight dollars and three cents (\$898.03) effective July 1, 2018
  - 3) where the employee is entitled to receive the amount pursuant to 2.07(d).
    - two hundred sixty-five dollars and seventy cents (\$265.70) effective July 1, 2014;
    - two hundred sixty-eight and thirty-six cents (\$268.36) effective July 1, 2015;
    - two hundred seventy-two dollars and thirty nine cents (\$272.39) effective July 1, 2016;
    - two hundred seventy-six dollars and forty eight cents (\$276.48) effective July 1, 2017;
    - two hundred eighty dollars and sixty three cents (\$280.63) effective July 1, 2018.
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

## **2.05 Moving of Mobile Homes**

- (a) On relocation, an employee who owns a mobile home may opt to have the mobile home moved by the Commission in either of the following circumstances:
  - (i) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
  - (ii) where an employee is living in a mobile home which was moved to its present location by the Commission, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Commission under this section then the Commission shall also arrange and pay for the following:
  - (i) moving of single wide mobile trailer or home up to the maximum width allowed on highway with a permit including any skirting, cabanas or attachments.

Where mobile homes in excess of the above are involved, the Commission will pay:

the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or the real estate and legal fees involved in selling the extra wide trailer up to a maximum of

- five thousand, three hundred and fourteen dollars and twenty cents (\$5,314.20) – July 1, 2014
  - five thousand, three hundred and sixty seven dollars and thirty four cents (\$5,367.34) – July 1, 2015
  - five thousand, four hundred and forty seven dollars and eighty five cents (\$5,447.85) – July 1, 2016
  - five thousand, five hundred and twenty nine dollars and fifty seven cents (\$5,529.57) – July 1, 2017
  - five thousand, six hundred and twelve dollars and fifty one cents (\$5,612.51) – July 1, 2018
- (ii) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$60,000.
- (iii) the setting up and levelling of a mobile home or double wide at the new location to a maximum of upon production of receipts.
- six hundred and thirty seven dollars and seventy cents (\$637.70) – July 1, 2014
  - six hundred and forty four dollars and eight cents (\$644.08) – July 1, 2015
  - six hundred and fifty three dollars and seventy-five cents (\$653.75) – July 1, 2016
  - six hundred and sixty three dollars and fifty six cents (\$663.56) – July 1, 2017
  - six hundred and seventy three dollars and fifty cents (\$673.50) – July 1, 2018
- (iv) The packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of upon production of receipts.
- two thousand, six hundred, fifty seven dollars and ten cents (\$2,657.10) – July 1, 2014
  - two thousand, six hundred, eighty three dollars and sixty seven cents (\$2,683.67) – July 1, 2015
  - two thousand, seven hundred, twenty three dollars and ninety three cents (\$2,723.93) – July 1, 2016
  - two thousand, seven hundred, sixty four dollars and seventy nine cents (\$2,764.79) – July 1, 2017
  - two thousand, eight hundred, six dollars and twenty six cents (\$2,806.26) – July 1, 2018
- (d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of 2.04 and 2.10.

## **2.06 Moving of Personal Vehicles Upon Relocation**

The Commission shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable may be driven, in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat in which case the cost of the least expensive method will be paid.

In addition, the Commission will pay for any additional transportation charges such as ferry fares, for the vehicle and trailer with or without load.

## **2.07 Incidental Expenses on Relocation**

The Commission shall pay to the employee upon relocation only one of the following amounts to cover incidental expenses on relocation, and once the employee has claimed one allowance, no alternate further claim may be made.

- (a) When an employee purchases a private dwelling house in the new location -
- six hundred and thirty seven dollars and seventy cents (\$637.70) – July 1, 2014
  - six hundred and forty four dollars and eight cents (\$644.08) – July 1, 2015
  - six hundred and fifty three dollars and seventy four cents (\$653.74) – July 1, 2016
  - six hundred and sixty three dollars and fifty five cents (\$663.55) – July 1, 2017
  - six hundred and seventy three dollars and fifty cents (\$673.50) – July 1, 2018
- (b) When an employee is moving to rental accommodation in the new location -
- three hundred and eighteen dollars and eighty five cents (\$318.85) – July 1, 2014
  - three hundred and twenty two dollars and four cents (\$322.04) – July 1, 2015
  - three hundred and twenty six dollars and eighty seven cents (\$326.87) – July 1, 2016
  - three hundred and thirty one dollars and seventy seven cents (\$331.77) – July 1, 2017
  - three hundred and thirty six dollars and seventy five cents (\$336.75) – July 1, 2018
- (c) When an employee is moving with a mobile home -
- two hundred and twelve dollars and sixty cents (\$212.60) – July 1, 2014
  - two hundred and fourteen dollars and seventy three cents (\$214.73) – July 1, 2015
  - two hundred and seventeen dollars and ninety five cents (\$217.95) – July 1, 2016
  - two hundred and twenty one dollars and twenty two cents (\$221.22) – July 1, 2017
  - two hundred and twenty four dollars and fifty four cents (\$224.54) – July 1, 2018
- (d) When an employee is moving to room and board -
- one hundred and fifty nine dollars and forty five cents (\$159.45) – July 1, 2014
  - one hundred and sixty one dollars and four cents (\$161.04) – July 1, 2015
  - one hundred and sixty three dollars and forty six cents (\$163.46) – July 1, 2016
  - one hundred and sixty five dollars and ninety one cents (\$165.91) – July 1, 2017
  - one hundred and sixty eight dollars and forty cents (\$168.40) – July 1, 2018

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

## **2.08 Notice to Employee Upon Relocation**

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

## **2.09 Requested Relocation by Employee**

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

## **2.10 Real Estate and Legal Fees**

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

- (a) Reimbursement of fees, to a maximum of
- nine thousand and thirty four dollars and fifteen cents (\$9,034.15) – July 1, 2014
  - nine thousand, one hundred and twenty four dollars and fifty cents (\$9,124.50) – July 1, 2015
  - nine thousand, two hundred and sixty one dollars and thirty seven cents (\$9,261.37) – July 1, 2016

- nine thousand, four hundred dollars and twenty nine cents (\$9,400.29) – July 1, 2017
- nine thousand, five hundred and forty one dollars and twenty nine cents (\$9,541.29) – July 1, 2018

charged by a real estate agency for the selling of the employee's private dwelling home in which the employee resided immediately prior to relocation.

(b) An employee, who has sold a private dwelling house without the aid of a realtor, shall be entitled to claim

- two thousand, one hundred and twenty five dollars and seventy cents (\$2,125.70) – July 1, 2014;
- two thousand, one hundred and forty six dollars and ninety six cents (\$2,146.96) – July 1, 2015;
- two thousand, one hundred and seventy nine dollars and sixteen cents (\$2,179.16) – July 1, 2016;
- two thousand, two hundred and eleven dollars and eighty five cents (\$2,211.85) – July 1, 2017;
- two thousand, two hundred and forty five dollars and three cents (\$2,245.03) – July 1, 2018.

(c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:

- one percent (1%) of the first

- fifty three thousand, one hundred and forty two dollars (\$53,142) – July 1, 2014;
- fifty three thousand, six hundred and seventy three dollars (\$53,673) – July 1, 2015;
- fifty four thousand, four hundred and seventy eight dollars (\$54,478) – July 1, 2016;
- fifty five thousand, two hundred and ninety five dollars (\$55,295) – July 1, 2017;
- fifty six thousand, one hundred and twenty five dollars (\$56,125) – July 1, 2018

of the purchase price.

- one half (1/2) of one percent (1%) of any amount of the purchase price above

- fifty three thousand, one hundred and forty two dollars (\$53,142) – July 1, 2104;
- fifty three thousand, six hundred and seventy three dollars (\$53,673) – July 1, 2015;
- fifty four thousand, four hundred and seventy eight dollars (\$54,478) – July 1, 2016;
- fifty five thousand, two hundred and ninety five dollars (\$55,295) – July 1, 2017;
- fifty six thousand, one hundred and twenty five dollars (\$56,125) – July 1, 2018.

- the total cost to the Commission under part (c) shall not exceed

- one thousand, and sixty two dollars and eighty five cents (\$1,062.85) – July 1, 2014;
- one thousand, and seventy three dollars and fifty cents (\$1,073.50) – July 1, 2015;
- one thousand, and eighty nine dollars and sixty cents (\$1,089.60) – July 1, 2016;
- one thousand, one hundred and five dollars and ninety cents (\$1,105.90) – July 1, 2017;
- one thousand, one hundred and twenty two dollars and fifty cents (\$1,122.50) – July 1, 2018.

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e. foundation poured) the employee shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

### **PART III**

Where a regular employee is required by the Commission to relocate:

- as a result of the Commission moving its operation from one geographic location to another (see Master Agreement Clause 12.03);
- as a result of accepting a placement pursuant to Article 33, provided the employee is on receipt of layoff

notice.

the employee will be entitled to the following reimbursements in addition to the provisions of Information Appendix B Part II, upon production of receipts:

(a) Real estate commission fees not to exceed

- fifteen thousand, nine hundred, forty two dollars and sixty cents (\$15,942.60) – July 1, 2014;
- sixteen thousand, one hundred, two dollars (\$16,102.00) – July 1, 2015;
- sixteen thousand, three hundred, forty five dollars and fifty five cents (\$16,343.55) – July 1, 2016;
- sixteen thousand, five hundred, eighty eight dollars and seventy cents (\$16,588.70) – July 1, 2017;
- sixteen thousand, eight hundred, thirty seven dollars and fifty five cents (\$16,837.55) – July 1, 2018

Where a claim is made under this section, there shall be no entitlement to Information Appendix B 2.10(a).

(b) Except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed

- two hundred and twelve dollars and sixty cents (\$212.60) – July 1, 2014;
- two hundred and fourteen dollars and seventy five cents (\$214.75) – July 1, 2015;
- two hundred and seventeen dollars and ninety five cents (\$217.95) – July 1, 2016;
- two hundred and twenty one dollars and twenty cents (\$221.20) – July 1, 2017;
- two hundred and twenty four dollars and fifty five cents (\$224.55) – July 1, 2018.

and mortgage pre-payment penalty, if any.

(c) Survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location.

(d) Interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which the employee resided immediately prior to relocation is not sold.

## INFORMATION APPENDIX C

### TRAVEL EXPENSES

#### DEFINITIONS

TRAVEL STATUS with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Government business with the approval of the Commission, but travel status does not apply to an employee temporarily assigned to a position outside of the designated headquarters.

Unless otherwise stated elsewhere in this Order, claims for acceptable travel expenses must be submitted on a Travel Voucher.

1. Group I includes:

- (a) All persons not specifically included in Groups II and III.

2. Acceptable Travel Expenses (Group I)

- (a) Meal Allowance



- (i) The meal allowance shall be:

Meal	July 1, 2014	July 1, 2015	July 1, 2016	July1, 2017	July 1, 2018
Breakfast	\$12.25	\$12.37	\$12.56	\$12.75	\$12.94
Lunch	\$14.05	\$14.19	\$14.40	\$14.62	\$14.84
Dinner	\$23.65	\$23.89	\$24.25	\$24.61	\$24.98

- (ii) The meal allowance covers expenses incurred through meal purchases.
- (iii) Meals provided without charge to an employee on travel status which are paid for from public funds shall not be claimed for reimbursement as provided by section 2(a)(i) above

(b) Private Vehicle Allowance

- (i) Reimbursement, where a private vehicle is used on the Commission's business in accordance with Treasury Board Directives, shall be:

Date	Rate per km
July 1, 2014	53¢
July 1, 2015	54¢
July 1, 2016	55¢
July 1, 2017	56¢
July 1, 2018	57¢

The distance allowance does not apply when using rental or Government vehicles.

- (ii) Actual transportation toll charges may also be claimed.

(c) Acceptable Parking Charges

- (i) When a private vehicle is utilized for the Commission's business in accordance with Treasury Board Directives, receipted parking charges will be reimbursed.
- (ii) Normal parking charges will be reimbursed when a Government or rental vehicle is used for the Commission's business.

(d) Transportation

- (i) Where transportation, other than a private vehicle, is required, reimbursement will be in accordance with Treasury Board Directives.
- (ii) Where transportation by commercial carrier(s) has been designated as the mode of travel by the Commission and the employee requests to use a private motor vehicle instead, and the Commission allows such use, reimbursement will be based on the lesser of the distance allowance for the private motor vehicle plus transportation toll charges, if any, for the trip or the designated commercial carrier(s) cost for the trip. No meal, accommodation, travel time or any other expense(s) will be reimbursed beyond the transportation costs that would have occurred had the employee taken the designated commercial transportation.
- (iii) Where personal and business travel are combined, reimbursement is to be based upon the lesser of actual transportation expenses or the most economical transportation expenses that would have been incurred had personal travel not taken place.

Per diem allowances and other expenses will not be reimbursed beyond the costs that would have been

incurred had personal travel not taken place.

(e) Accommodation

- (i) Reimbursement of accommodation expenses will be in accordance with Treasury Board Directives.
- (ii) Reimbursement of
  - thirty-one dollars and ninety cents (\$31.90) effective July 1, 2014;
  - thirty-two dollars and twenty-two cents (\$32.22) effective July 1, 2015;
  - thirty-two dollars and seventy cents (\$32.70) effective July 1, 2016;
  - thirty-three dollars and nineteen cents (\$33.19) effective July 1, 2017;
  - thirty-three dollars and sixty-nine cents (\$33.69) effective July 1, 2018.

maximum per day may be claimed where private lodging is used.

(f) Miscellaneous Out-of-Pocket Expenses

Reimbursement will be made for the following incurred out-of-pocket expenses while an individual is on travel status:

(i) Telephone Calls

Where overnight accommodation is required, one five-minute telephone call to the employee's home in British Columbia for each night away.

(ii) Porterage

Reimbursement for porterage may be claimed as follows:

- fifty-two cents (\$0.52) effective July 1, 2014;
- fifty-three (\$0.53) effective July 1, 2015;
- fifty-four (\$0.54) effective July 1, 2016;
- fifty-five (\$0.55) effective July 1, 2107;
- fifty-six (\$0.56) effective July 1, 2018.

(iii) Drycleaning

Claims for full drycleaning, valet or laundry expenses for every seven days away from headquarters or geographic location will be reimbursed in accordance with Treasury Board Directives.

## **INFORMATION APPENDIX D**

### **ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 27.04 are as follows:

1. Death must be "expected" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Commission must be submitted with the employee's request.

4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING #1 - SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

#### **A. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN - MATERNITY LEAVE**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Clause 23.01.
2. The maximum number of weeks for which SUB Plan benefits are payable is 17 weeks.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The Commission will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### **B. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN - PARENTAL LEAVE**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Clause 23.02.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks for those who opt for the standard parental leave.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The Commission will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

### **LETTER OF UNDERSTANDING #2 - TEMPORARY (CASUAL) STATUS EMPLOYEES**

It is recognized that the parties have agreed to remove language from the collective agreement between the PEA and the Commission, specific to temporary (casual) status employees. It is understood that no employees in the bargaining unit are affected by this.

The Commission undertakes that in the event that a decision is made by the Commission to employ a temporary (casual) status employee(s) the Commission will meet with the PEA to discuss terms and conditions of employment regarding the above as appropriate.

### **LETTER OF UNDERSTANDING #3 - DEFERRED SALARY LEAVE PROGRAM**

The Commission agrees to continue the current policy pertaining to its Deferred Salary Leave Program and further undertakes not to amend such policy without consultation with the PEA.

### **LETTER OF UNDERSTANDING #4 - TEMPORARY EMPLOYEES**

The parties acknowledge that from time to time, the Commission may hire Temporary employees, defined as an employee who is employed for work that is not of a continuous nature. The following Memorandum of Understanding outlines the terms and conditions of employment for Temporary Employees.

This memorandum is in effect from July 1, 2014 to June 30, 2019. The parties agree to discuss the inclusion of language covering temporary employees when bargaining the renewal of the current collective agreement. The parties agree that this agreement will not be used to replace any current bargaining position or positions, with a temporary employee or employees.

#### **1.01 Application of Agreement**

- (a) Except as provided in Clause 1.10, Temporary employees shall not be covered by the provisions of the following Articles of this Agreement:
  - (i) Article 11 – Seniority
  - (ii) Article 18 – Designated Paid Holidays
  - (iii) Article 19 – Annual Vacation
  - (iv) Article 20 – Short Term Illness and Injury and Long Term Disability
  - (v) Clauses 21.02(a)(ii); 21.03; 21.04; 21.05; 21.06; 21.07(a); 21.08; 21.09; 21.10
  - (vi) Article 22 – Education Policy
  - (vii) Article 23 – Maternity, Parental and Pre-Adoption Leaves
  - (viii) Article 27 – Health and Welfare (except Clause 27.06)
  - (ix) Article 33 – except Clause 33.1(3)

Except as otherwise indicated, the provisions of all the other Articles of this Agreement shall apply to Temporary employees.

- (b) Temporary employees shall be entitled to the provisions of Clause 21.07(b) (Compassionate Leave).

#### **1.02 Letter of Appointment**

A temporary employee shall receive a letter of appointment clearly stating employment status and expected duration of employment.

#### **1.03 Status for Applying for Regular Positions**

- (a) Temporary employees who have successfully completed 30 days (210 hours) will be recognized as internal applicants when applying for regular positions.
- (b) Subject to Clause 1.09, a temporary employee who has successfully completed their initial probationary period prior to application for a regular position, or a temporary employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their length of service as a temporary employee recognized.

#### **1.04 Designated Paid Holidays**

Temporary employees who work the day before and the day after a paid holiday, or who have worked 15 of the previous 30 days, shall be compensated for the holiday. This Article shall not apply to employees who have been terminated and are not on layoff status.

#### **1.05 Vacation Pay**

Temporary employees who have not worked 1827 hours in the preceding 15-month period will be entitled to receive vacation pay at the rate of 6% of their regular earnings, paid biweekly.

#### **1.06 Health and Welfare**

In lieu of health and welfare benefits, Temporary employees not designated as Group "A" as defined in clause 1.10(a) shall receive compensation of 64¢ per working hour to a maximum of \$44.80 per by-weekly pay period. When an employee becomes eligible for Group "A" the compensation in lieu shall cease. The Employer shall revise these allowances on the same basis as applies to the majority of unionized employees at the Commission.

#### **1.07 Sickness Indemnity**

- (a) The provisions of Part I do not apply to Temporary employees who are either:
  - i. enrolled full time as student of day school, college or a university, or
  - ii. employed under employment incentive programs financed through public funds.
- (b) Temporary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours. Once established, eligibility for weekly indemnity is retained unless the temporary employee loses temporary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the temporary employee's normal average earnings not to exceed the equivalent maximum EIC weekly benefits. Normal average earnings are calculated by averaging the straight time hours paid in the six most recent by-weekly pay periods in which earnings occurred.
- (c) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the 15<sup>th</sup> day of illness.
- (d) Full benefits will reinstated:
  - i. in the case of new illness after the temporary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of temporary seniority;
  - ii. in the case of a recurrence of a previous illness, after a temporary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of temporary seniority.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of the illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before the layoff or separation, provided that notice of the layoff or separation was given to the occurrence of the illness.
- (f) The benefits described in the Appendix shall not be available to a temporary employee whose illness, injury or personal circumstances may be described by any one of the following conditions:
  - i. who is not under the care of a licensed physician,
  - ii. whose illness is occupational and is covered by Workers' Compensation,

- iii. whose illness is intentionally self-inflicted,
- iv. who is pregnant and with a pregnancy related illness during the period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement; or during any period of formal maternity leave taken by the employee pursuant to Part 6 of the *Employment Standards Act* or to mutual agreement between the employee and her Employer; or during any period for which the employee is paid Employment Insurance maternity benefits,
- v. whose illness results from service in the Armed Forces,
- vi. whose illness results from riots, wars or participation in disorderly conduct,
- vii. who is ill during a period of paid vacation,
- viii. whose illness is sustained while committing a criminal offence,
- ix. who is engaged in an employment for a wage or profit,
- x. who is ill during a strike or lockout at the place where employed if that illness commences during the strike or lockout,
- xi. who is serving a prison sentence,
- xii. who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because the employee is not in Canada,
- xiii. who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

#### **1.08 Seniority for Temporary Employees**

- (a) For the purpose of Clause 1.03, a Temporary employee who has worked in excess of 30 days shall accumulate seniority on the basis of:
  - i. all hours worked at the straight time rate;
  - ii. designated paid holidays in accordance with Clause 1.04;
  - iii. annual vacation in accordance with Clause 1.10.
- (b) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (c) Upon completing 30 work days (seven-hour shifts), a Temporary employee's seniority shall include the accumulated 30 work days.

#### **1.09 Loss of Seniority**

A temporary employee will lose seniority when employee:

- (a) is terminated for just cause;
- (b) voluntarily terminates or abandons a position;
- (c) is on layoff for more than nine months;
- (d) becomes a regular employee.

#### **1.10 Temporary Employees Designated Group "A"**

- (a) A Temporary employee who has worked 1827 straight time hours within a 15-month period and maintains same shall be designated as a Group "A" Temporary employee for the purposes of the benefits in (b), and (d) below.

(b) Health and Welfare

- i. Temporary employees designated as Group "A" shall be entitled to coverage under the:  
  
Basic Medical Insurance Plan; Extended Health Care Plan; Dental Plan; Group Life Insurance Plan; as established for regular employees under this Agreement.
- ii. Temporary employees who are eligible for coverage under (b) (i) above and attain a regular position will not be required to re-qualify for such coverage.
- iii. Temporary employees who have attained Group "A" designated shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- iv. When a Temporary employee on layoff, who has previously qualified for benefits in (b)(i) above and has not lost seniority pursuant to Clause 1.09(a), (b) or (c) is recalled, the employee shall be entitled to (b)(i) above.

(c) Annual Vacation

- i. Temporary employees designated Group "A" shall be eligible for annual vacation leave in accordance with the provisions of this Article and Clause 19.01, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Temporary employees designated Group "A" shall not be entitled to the provisions of Clause 1.05 above.
- ii. The calendar year in which an employee is designated Group "A" will be considered the first partial year of service for purposes of vacation entitlement and subject to Clauses 19.03, any unused vacation earned during that year will be paid to the employee at December 31<sup>st</sup> of that year.
- iii. Upon being designated Group "A" a Temporary employee will be paid any earned vacation pay owing to the end of the month in which Group "A" designated is achieved and thereafter will earn vacation leave in accordance with Clause 19.01.
- iv. Vacation leave shall be scheduled in accordance with the provisions of Clause 19.02 except that employees hired for vacation relief or seasonal operations may be restricted as to the time of year they may schedule vacation.
- v. Vacation schedules, one approved by the employer, may be re-scheduled if vacation is displaced as a result of an emergency or because the employee is absent on an approved Workers' Compensation Board claim.
- vi. Temporary employees who qualify for vacation leave shall be covered by the provisions of Clauses 19.03; 19.05; 19.06; 19.07; 19.08 and 19.09.

(d) Sick and Other Leaves

- i. Temporary employees designated as Group "A" are eligible for coverage under the Short Term Illness and Injury Plan (Information Appendix A, Part 1) and Clauses 21.02, 21.03 (except (c) and (d)), 21.07 and 23. It is agreed that coverage under Clause 21.07 shall not be understood to confer a benefit in excess of that available to the majority of the Commission's Temporary Staff.
- ii. Benefits will not be paid during layoff except as provided in Information Appendix A, Clause 1.10
- iii. Temporary employees on layoff will not be eligible for the benefits specified in (i) above until after their re-employment and return to work, and subject to meeting the eligibility requirements



("Return to Work" is understood to mean the employee completed at least one-half of a scheduled work day or shift).

- iv. Where there is no established work schedule the calculation of hours for the purposes of Short Term Illness and Injury Plan benefits shall be based on the average number of hours worked during the three-month period immediately preceding absence due to illness.
  - v. Temporary employees entitled to coverage under the Short Term Illness and Injury Plan shall not be entitled to the provisions of Clause 1.07 nor shall Clause 1.07 be applied in conjunction with Clause 1.10(d).
- (e) Temporary employees designated as Group "A" who for any reason are unable to maintain such designation shall cease to be entitled to coverage by any benefit described in (c) or (d) above except when a Temporary employee designated as Group "A" fails to maintain such designation as a result of absence due to illness or injury when such absence is covered by the Short Term Illness and Injury Plan, then the entitlement to coverage under the Short Term Illness and Injury Plan will continue in accordance with the Short Term Illness and Injury Plan, until the termination of the illness or injury or until the maximum benefit entitlement has been granted, whichever occurs first.
- (f) Notwithstanding (a) above, where a Temporary employee designated as Group "A" is on an approved leave of absence pursuant to Article 23, then time worked towards maintaining the Group "A" designation shall be frozen upon commencement of the leave and the Group "a" designation retained. Upon return from the leave of absence, for the purpose of maintaining the requisite 1827 hours worked in a 15- month period, the period of leave of absence shall be deemed not to have occurred.

#### **1.11 Layoff and Recall**

Layoff of Temporary employees shall be by classification in reverse order of length of service seniority. Recall of Temporary employees shall be in order of service seniority. The foregoing is subject to the provision that employees to be recalled shall be available for work and qualified for and immediately capable of performing the available work.

#### **1.12 Temporary Conversion**

The Employer agrees to meet with PEA representatives to review the circumstances of the Temporary employees named in the list provided by the PEA as specified below:

- (a) The review date shall occur on April 1<sup>st</sup> each year;
- (b) Those employees whose work is of a continuous nature at that time shall be converted to regular status and shall have their seniority date adjusted to the following May 1<sup>st</sup>. Such adjustment shall be for future application.

#### **LETTER OF UNDERSTANDING #5 – COMPENSATION BARGAINING COMPARABILITY**

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the BC Oil & Gas agreement will be adjusted on the third anniversary of the BC Oil & Gas agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This letter of agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of the association and does not include wage comparability adjustments, targeted lower wage redress adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

4. LOU #5 will be effective during the term of this agreement.

#### **LETTER OF UNDERSTANDING #6 – RECRUITMENT AND RETENTION ISSUES**

The Employer and the PEA recognize the need for an experienced, knowledgeable and engaged group of employees working within the organization who support continuous evolution of the Commission as a strategy-focused, efficient, stable and highly respected regulator of British Columbia's oil and gas sector. In doing so, the Commission is positioned to provide the technical excellence to ensure public safety, protection of the environment and conservation of the resource for the betterment and safety of the citizens of British Columbia.

Recruitment and retention issues present challenges and concerns for both the Commission and the PEA and their negative impact on the organization and the public it serves. Through stabilized staffing complements, the Commission is better able to service the citizens of the BC and provide the regulatory excellence to ensure public safety.

The Service Improvement Allocation presents an opportunity to recognize the unique nature of these roles by providing temporary retention support to existing employees and to support recruitment efforts. Accordingly, the Employer and PEA agree to the following adjustments for roles in the following grids:

OGC 1	\$400.00
OGC 2	\$350.00
OGC 3	\$300.00
OGC 4	\$250.00

These adjustments will be applied effective 1 July 2019, 1 July 2020 and 1 July 2021 and for the purpose of calculating General Wage Increases, these adjustments are not considered.

This LOU and the adjustments outlined above will expire on June 30, 2022 unless extended by mutual agreement of the parties.

#### **LETTER OF UNDERSTANDING #7 - ALLOWANCES**

The Employer and Union agree that applicable allowances will increase 2% effective 1 July 2019, 1 July 2020 and 1 July 2022.