



TENTH MASTER AND SUBSIDIARY AGREEMENTS

Between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

Represented by the

**PUBLIC SERVICE EMPLOYEE
RELATIONS COMMISSION**

and

**THE PROFESSIONAL
EMPLOYEES ASSOCIATION**

Agreement made this 10th day of May, 1996

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* Denotes new article or language changed.

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 Employer, 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 Employer 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 an harmonious and mutually beneficial relationship between the Union, its members, and the Employer; 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 Employer 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 Notice of Legislative Change

The Public Service Employee Relations Commission agrees that no proposal to amend, repeal, or revise the *Public Service Labour Relations Act*, the *Public Service Act*, or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

1.04 Union Hearing on New Acts

Insofar as it is consistent with current Parliamentary practice, the Public Service Employee Relations Commission agrees to afford the Union, at its request, a hearing to comment upon, or propose change to, after First Reading, any Bill or Act which bears directly upon the bargaining unit. The Commission further agrees to convey any written information to the Minister responsible for the Act under which the Union is certified.

1.05 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.

1.06 (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 Employer, subject only to the limitation that such membership and activity shall not interfere with the performance of the employee's responsibilities, duties, or oath of office. Disputes regarding the extent of such limitation shall be referred to the Joint Standing Committee for resolution.

(b) Human Rights Act

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

1.07 Definitions

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

1.08 Conflict with Regulations

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

1.09 Discrimination and Harassment Under the Human Rights Act

(a) Purpose

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the *Human Rights Act*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race; colour; ancestry; place of origin; religion; family status; marital status; physical disability; mental disability; sex; age; sexual orientation; political beliefs; and criminal or summary offense unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Article does not preclude an employee from filing a complaint under Section 8 of the *Human Rights Act*; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8.

(b) Sexual Harassment

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.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits
- sexual advances with actual or implied work related consequences
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations
- verbal abuse, intimidation, or threats of a sexual nature
- leering, staring or making sexual gestures
- display of pornographic or other sexual materials
- offensive pictures, graffiti, cartoons or sayings
- unwanted physical contact such as touching, patting, pinching, hugging
- physical assault of a sexual nature

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

(c) Procedures

- (i) All persons involved in the handling of a complaint under these Procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent groups(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (ii) Before proceeding to the formal complaint mechanism an employee with a complaint of harassment or discrimination may approach supervisory personnel, local representative or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (iii) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegations and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
- (iv) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or designate within thirty (30) days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and Ministry of the Respondent
- a description of the action(s), conduct or events of the circumstance involved in the complaint
- the specific remedy sought to satisfy the complaint
- date(s) of incidents
- name(s) of witnesses (if any)

- prior attempts to resolve (if any)

- (v) The Deputy Minister or designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Deputy Minister or such later date as may be mutually agreed by the Ministry and the Union.
- (vi) Where the matter is not resolved pursuant to (v), the Union may refer the matter to adjudication in accordance with the agreed upon discrimination and harassment in the workplace policies and procedures.
- (vii) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

- (viii) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the Deputy Minister's decision may be considered as not having been determinative of the complaint.
- (ix) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.
- (x) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (xi) The complainant will not be relocated without the complainant's agreement.

***1.10 Inappropriate Use of Managerial/Supervisory Authority**

Inappropriate use 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.

Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial supervisory rights and responsibilities.

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

Procedures:

- (a) If there is an allegation of inappropriate use of managerial/supervisory authority, the employee will approach a supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a local representative present during these discussions.
- (b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or designate within thirty (30) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including the names(s) of individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The Deputy Minister shall provide the respondent with a copy of the complaint.
- (c) The Deputy Minister or the employee's designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The

Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Deputy Minister.

- (d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within thirty (30) days of receiving the Deputy Minister's response or when the response was due. The Panel will be comprised of two members each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the parties.

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this Article. The hearing shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (i) make findings of fact;
- (ii) decide if, on the facts, inappropriate use of managerial/supervisory authority has occurred;
- (iii) attempt to mediate a resolve;
- (iv) dismiss the complaint.

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

- (e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.
- (f) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.00 Union Security

- (a) All employees in the bargaining unit who on May 3, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).

- (b) All employees hired on or after May 3, 1974 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to May 3, 1974, to become a member of the Union.

2.01 Bargaining Unit

The bargaining unit shall consist of all employees for whom the Union has been certified to bargain collectively pursuant to the *Public Service Labour Relations Act*, except those employees or classes of employees who may be excluded pursuant to Article 2.03 of this Agreement.

2.02

(a) Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union 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, and, except in the case of "project employees" stipulated in Article 5.02 of this Agreement, no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.03 Exclusions

- (a) The parties agree that the Employer shall retain the current exclusions as listed in Appendix B to this Agreement together with such exclusions as may be decided pursuant to Article 2.03(b) of this Agreement.
- (b) During the life of this Agreement the Employer will restrict applications for any further exclusions to either new positions or to positions which undergo significant changes in job content or responsibility. Additional

exclusions shall be based on the criteria outlined in Section 12 of the *Public Service Labour Relations Act* or on such other criteria as may be agreed to by the parties and shall be added to the list in Appendix B.

- (c) Where no response to any new application by the Employer pursuant to (b) above is received within forty (40) days the Union shall be deemed to have agreed with such application.
- (d) Where the parties are unable to agree pursuant to (b) above, and where (c) above does not apply, the matter may be referred by either party for resolution as provided under Section 12(2) of the *Public Service Labour Relations Act*.

2.04 No Discrimination for Union Activity

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

2.05 Recognition and Rights of Union Representatives

- (a) The Employer will recognize the following designated officials of the Union for the purpose of formal relations between the Employer and the Union:

Members of the Executive; a professional representative for each profession in the bargaining unit; local representatives; and such staff or counsel as the Union may see fit to retain.

- (b) The Union shall notify the Employer of the geographic jurisdictions and names of all local representatives. It is understood and agreed that the members of the Executive and the professional representatives have jurisdiction throughout the bargaining unit.

2.06 Bulletin Boards

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

2.07 Picket Lines

The Employer 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 Union Business

- (a) The Employer agrees to grant leave of absence with pay (including sufficient travel time) to employees who are representatives of the Union on the Union's Bargaining Committee required to carry on negotiations with the Employer. The Union agrees to bear all related expenses for such representatives. The maximum number of these representatives shall be fourteen (14).
- (b) The Employer recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend at negotiations, and the Employer agrees to grant leave of absence with pay to an alternate representative on such occasions.
- (c) The Union agrees to furnish the Employer with a list of designated Bargaining Committee members and their alternates and, upon request, to provide the Employer with a list of the Union participants at each negotiating session.
- (d) Should additional employees be required to attend negotiations for the purpose of providing technical information or advice, 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 Union recognizes that the Employer is the final judge of an employee's performance.
- (b) Consistent with current staffing and work requirements, the Employer agrees that non-professional control over the day-to-day professional work of an employee will be minimized.

- (c) The Union recognizes that supervisors, when assigning duties and evaluating career potential, are periodically required to assess the general competence and potential of subordinates. The Employer 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.

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 (2) 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.

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 Employer 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: 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 Public Service, shall, upon written request, be granted access to any appraisal records and termination reports during a period of thirty (30) days following the last working day.

3.04 Professional Qualifications

It shall be a condition of continued professional employment that holders of baccalaureate or higher academic degrees in professional classifications must apply for enrolment in their appropriate professional licensing body by the thirtieth (30th) day of continuous service.

3.05 Membership in Professional and Allied Associations, Etc.

- (a) The Union 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.

The fees or costs attendant thereto shall be paid by the employee.

- (b) Where the Employer 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 Employer.
- (c) Where the Employer 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 Employer and the employee requesting such membership.

3.06 Professional Responsibilities

The Employer 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 an Employer-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 Employer 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 Employer is required either by the Employer or by the standards established by the employee's licensing body, the Employer 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 Employer 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 Employer, therefore, agrees to facilitate such access.

ARTICLE 4 - CHECK-OFF OF UNION DUES

The Employer agrees, in accordance with the *Public Service Labour Relations Act*, 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 Employer 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 Employer will furnish the Union with a monthly list showing the names of employees who have been added to, or deleted from, the bargaining unit over the preceding month.

5.02 Project Employees

A new "project employee" shall be considered a regular employee whose terms and conditions of employment, salary rate and treatment at the termination of the project shall be the subject of specific written arrangements between the employee and the Employer prior to the start of employment on the project. Such arrangements shall be revealed to the Union before signature, and shall not exceed two (2) years in duration. Extension shall be subject to mutual agreement between the parties. If the duration of the project is expected to be less than two (2) years, a termination bonus, benefit or other monetary consideration, if any, shall be specified in the written arrangements described above.

When a regular employee becomes a "project employee", the employee shall be deemed to be on leave of absence without pay from the employee's regular position until termination of the project, except that the employee shall continue to accumulate service seniority during the project. Upon termination of the project the employee shall return to the employee's former or equivalent position within the Public Service.

An applicant who is being considered for a project position shall be advised to visit the Union for any assistance it may wish to extend in preparing the written arrangements. In addition, an outside applicant shall be given a copy of this Agreement.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.01 Subsidiary Agreement

- (a) In accordance with the provisions of the *Public Service Labour Relations Act* there shall be a Subsidiary Agreement for the occupational group which shall form part of this Agreement. The Subsidiary Agreement shall be negotiated by a separate Subsidiary Agreement Bargaining Committee.
- (b) The parties agree that the occupational group shall be composed of the following occupations, subject to Section 4 of the *Public Service Labour Relations Act*:
 - (i) Accounting Officers
 - (ii) Agriculturists
 - (iii) Architects
 - (iv) Dental Officers
 - (v) Engineers and Geologists (including Inspector of Dykes)
 - (vi) Forest Agrologists
 - (vii) Foresters
 - (viii) Land Officers
 - (ix) Licensed Home Economists
 - (x) Licensed Psychologists (including Licensed Research Officers)
 - (xi) Pharmacists
 - (xii) Physiotherapists
 - (xiii) Surveyors
 - (xiv) Veterinarians
 - (xv) Inspectors, Technical Classes
 - (xvi) Instructors, Correspondence Schools
 - (xvii) Teachers

7.02 Union Staff Members

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

shall notify in advance a supervisor designated by the Employer and shall not interfere with the operation of the Ministry or section concerned.

7.03 Technical Information

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

7.04 Joint Committees

Employees who are appointed to joint association-management committees shall not suffer any loss of pay for time spent working as members of such committees.

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 a Union representative present.

8.02 Definition and Cause

The Employer and the Union 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, the Subsidiary 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 Employer representative designated to handle grievances at step 2.

8.04 Second Step

Through the Union, the employee may submit a grievance in writing, describing the nature of the complaint and a remedy required, to the Employer's representative designated to handle grievances at this step, within thirty (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 Employer's designated representative. Copies shall also be filed with the Employer and the Union.

The Employer representative shall have fourteen (14) days from the date of receipt of the grievance in which to give a written reply to the employee and the Union.

8.05 Third Step

If an employee has not received a reply to step 2 by the due date, or continues to be unsatisfied with the decision at step 2 and wishes to proceed further, the Union shall submit the grievance to the Deputy Minister or designate within fourteen (14) days after receipt of the Employer representative's decision or after the due date for that decision. The Employer's step 3 respondent will have thirty (30) days after receipt of the grievance in which to respond to it.

8.06 Arbitration

Failing satisfactory settlement at step 3 and pursuant to Article 9 of this Agreement, the Union may inform the Employer of its intent to submit the dispute

to arbitration for final resolution within thirty (30) days after the Deputy Minister's decision has been received or became due, whichever is earlier.

8.07 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.

***8.08 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than twenty (20) days or suspension pending investigation, the grievance may be filed directly at arbitration, with a copy to the Public Service Employee Relations Commission and the Deputy Minister of the appropriate ministry, within thirty (30) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within thirty (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 3 of the grievance procedure within thirty (30) days of the employee receiving notice of suspension.

8.09 Deviation From Procedure

The Employer agrees that, after a grievance has been formally submitted by the Union, the Employer 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 Union 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 Union agrees that the grievance shall be considered to have been abandoned.

8.10 General Interpretation Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Public Service Employee Relations

Commission or the Union as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 9.

8.11 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 Union and the Employer. If the Union 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.

8.12 Supervisory Employee's Responsibility

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

8.13 Transfer

A grievance shall not be invalidated by the transfer of an employee from the bargaining unit to the employ of a provincial Crown agency not covered by the provisions of the *Public Service Act* or the *Public Service Labour Relations Act*, provided the grievance has been initiated prior to the transfer and provided the transfer is effected by the Employer.

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 Articles 8.06, 8.10 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 Article 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 thirty (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 or the Subsidiary 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 (7) days of receipt of the application.
- (e) Each party shall pay one-half ($\frac{1}{2}$) 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.
- (g) Notwithstanding 9.02(a) and the agreed procedures for the appointment of arbitrators, within seven (7) work days of receipt of a notice that hearing dates are to be set, either party may indicate to the other party that it wishes to have the matter heard by a three person board. Both parties shall then have seven (7) work days to name their appointee to the three person board. The two appointees shall agree upon a neutral chairperson.

9.03 Expedited Arbitration

- (a) The parties shall meet as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (i) dismissals;
 - (ii) rejection on probation;
 - (iii) suspensions in excess of twenty (20) work days;
 - (iv) policy grievances;
 - (v) grievances requiring substantial interpretation of a provision of the Master or Subsidiary Agreement;
 - (vi) grievances requiring presentation of extrinsic evidence;
 - (vii) grievances where a party intends to raise a preliminary objection;
 - (viii) demotions.

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.02.
- (h) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION

10.00 Right to Have Local Representative

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

The employee and the Union 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.

10.01 Burden of Proof

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

10.02 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 Union within five (5) days of the action being taken.

10.03 Removal of Documents

- (a) Upon the employee's request, any disciplinary documentation 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.

10.04 Rejection During Probation

- (a) A Deputy Minister or any person authorized in accordance with the *Public Service Act* may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 8.08 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 Employer to reject the employee during the probationary period, the employee may grieve the decision within thirty (30) days of receiving the notice of rejection. Such grievance may be filed directly at arbitration.

10.05 Termination

Subject to the *Public Service Act*:

- (a) 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.
- (b) An employee who fails to report for duty for ten (10) consecutive working days without informing the Employer of the reason for the absence will be deemed to have abandoned employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.06 Resignation

Any employee who resigns from the Public Service must give one (1) month's notice of intention in writing to the Employer.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia. Regular employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be pro-rated on the basis of one (1) year's service seniority for every 1827 hours completed.

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 Employer 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 Employer 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 thirty (30) days or less except as provided for in Article 5.02 and 26.09 of this Agreement.

***11.04 Portability of Length of Service**

- (a) A regular employee, who transfers to a British Columbia Crown Corporation when the Corporation is formally established as an Employer and who subsequently wins a competition with the Public Service, will be credited with any length of service accrued prior to transfer from the Public Service, plus any length of service with the Corporation providing:
 - (i) the length of service is unbroken;
 - (ii) the return to the Public Service is within a year of transfer to the Corporation, and
 - (iii) the transfer back to the Public Service is directly from the Corporation to which the employee transferred originally.
- (b) Those employees who had been employed as regular employees in the Public Service prior to their transfer to a Regional Health Board, who are appointed to regular positions in the Public Service shall be credited with service seniority equivalent to their length of service with the Crown Corporation, Regional Health Board or the Employer subject to the following conditions:
 - (i) the employee must successfully complete their probation period on appointment to the Public Service; and
 - (ii) there must be no break in regular service between the two Employers.

11.05 Retention of Seniority

A regular employee who resigns a position and within ninety (90) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided the employee has not withdrawn any superannuation contributions.

11.06 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 (3) 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 (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months, excepting employment with this Employer as an auxiliary;
- (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.

ARTICLE 12 - SERVICE CAREER POLICY

12.01 Union Observer on Selection Panels

The Executive Director of the Union 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 in-service applicants to posted positions will be notified of the name and classification of the successful in-service applicant.
- (b) If the successful applicant is out of service, upon request, an unsuccessful in-service applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.03 Appeal

Where an employee feels aggrieved by any decision of the Employer resulting from a selection panel, the employee may appeal the decision to the Public Service Appeal Board within fourteen (14) days of being notified as unsuccessful. Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated by the Public Service Appeal Board. All employees must process their appeals through the Union.

12.04 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 Employer and the Union recognize that in certain cases relocations may be in the interest of the Public Service and/or the employee. In such cases, an employee 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:

- (a) For those employees with three (3) or more years of service seniority:

- (i) vacancy selection pursuant to Article 37.03(a)(1) through (4);
 - (ii) early retirement pursuant to Article 37.05; or
 - (iii) severance pay pursuant to Article 37.04(b) and (c).
- (b) For those employees with less than three (3) years of service seniority:
 - (i) severance pay pursuant to Article 37.04(a) and (c).

12.05 Rehabilitation Committee

It is the intent of the Employer and the Union to encourage and facilitate the early return to gainful employment of employees who are ill or injured. To this end, a Rehabilitation Committee will be established consisting of the Director, Government Employee Health Services as chairperson, two (2) representatives of the Union, and two (2) representatives of the Employer.

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 to the Committee in accordance with Information Appendix A, Part III.

12.06 Transfers Without Posting

- (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;
 - (ii) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Rehabilitation Committee established in Article 12.05 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

12.07 Interview Expenses

An in-service 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 thirty-five (35) hours. For shift employees, the annual hours equivalent, exclusive of meal periods but inclusive of paid holidays and annual vacation, shall be one thousand eight hundred and twenty-seven (1,827) hours.
- (b) The parties to this Agreement recognize that the Employer 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) The parties also recognize that it may be mutually beneficial to have flextime arrangements for certain operations. Flextime means the hours worked by an employee who is given the authority to:
 - (i) choose starting and finishing times; and/or
 - (ii) choose the length of work day within a maximum number of working hours, daily or otherwise.

13.02 Work Schedules

Subject to Article 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 ten (10) hours, exclusive of meal period(s).
 - (ii) No employee shall work more than fourteen (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) Notwithstanding (a) 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.
- (c) 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 sub-committee of the Joint Standing Committee for determination in accordance with the procedure and terms of reference outlined in Article 34.01(h). Pending determination by the sub-committee, the Employer 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 21, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) 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 (7) 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 (7) hours, the resulting difference shall be included in the work schedules.

ARTICLE 14 - THE FORMER OPTIONAL SELECTION OF BENEFITS PLAN

Employees with unused pre-retirement leave designated under the provisions of the Optional Selection of Benefits Plan referred to in former agreements between the parties may draw on such designated benefits in accordance with provisions of the former agreement and policy issued pursuant to same.

ARTICLE 15 - OVERTIME, SHIFT WORK AND STANDBY PROVISIONS FOR REGULAR FULL-TIME EMPLOYEES

15.01 Application

This Article applies to all regular full-time employees.

15.02 Rate of Compensation

In lieu of direct compensation for all overtime, shift work and standby (as defined in Articles 16, 17 and 18 of this Agreement), regular full-time employees shall receive a special compensation of seven percent (7%) of their basic salary earned for each calendar year. This special compensation shall not be considered part of the employee's basic salary for the purpose of calculating any benefits or other premium entitlements.

15.03 Method of Compensation

- (a) At the employee's option, the special compensation mentioned in Article 15.02 may be received in the form of cash and/or time off.
- (b) The employee shall make an option once a year within a time limit to be determined by the Employer during the calendar year in which the special compensation is earned. Failure of the employee to so designate within the time limit shall automatically result in the special compensation being disposed of in cash and/or time off to be determined by the Employer. An option, once made by the employee, may not be changed until the next calendar year.
- (c) (i) Cash payment for employees who elect full or partial cash option pursuant to paragraph (b) above shall be made once annually by

February 28th of the year following that in which the special compensation was earned to the extent of such election.

- (ii) Payment for any special compensation which is earned but not compensated in time off, or previously paid in cash shall be made once annually by May 31st of the year following that in which the special compensation was earned.
- (d) Time off may be taken at any time mutually agreed to between the Employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash. Furthermore, should an employee cease to be covered by this Article for any reason, any time off earned but not taken shall be paid for in cash.
- (e) Cash/time off conversion shall be on the basis of two percent (2%) of the employee's annual basic salary (for the calendar year in which the special compensation was earned) for each thirty-five (35) working hours' time off.

ARTICLE 16 - OVERTIME PROVISIONS FOR REGULAR PART-TIME EMPLOYEES AND AUXILIARY EMPLOYEES

16.01 Application

This Article applies to all regular part-time employees and all auxiliary employees.

16.02 Definition

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

16.03 Authorization

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (i) the overtime worked is authorized in advance by the Employer; and
 - (ii) the employee does not control the duration of the overtime worked.

- (b) Notwithstanding (a) above, it is recognized that the nature of the work carried out by certain employees is such that it may not be reasonably possible for the employee to obtain prior authorization for necessary overtime work. In such cases, the employee shall use discretion in working the necessary overtime and the Employer shall be considered to have authorized the overtime in advance. The Employer reserves the right, subject to the grievance procedure in this Agreement, to determine the legitimacy of the overtime claimed. In order to enable fair administration of this provision, the Employer will draw up regulations defining the circumstances under which an employee may work overtime without prior authorization.

16.04 Computation

No compensation is payable for overtime work of less than five (5) minutes' duration per work day, for which computation, however, overtime worked immediately preceding the normal starting time of a work day may be added to the overtime worked immediately following the normal finishing time of the same work day. Overtime shall be compensated in thirty (30) minute increments.

16.05 Recording

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

***16.06 Types of Overtime and Rates of Compensation**

- (a)
 - (i) Overtime on a regularly scheduled work day shall be compensated at the rate of time and one-half for the first two (2) hours and double time thereafter. This overtime compensation is to be on a daily basis and not cumulative.
 - (ii) 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 rate 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.
 - (iii) An employee working flextime shall not be entitled to the overtime compensation prescribed in (i) above until the employee has worked

in excess of the agreed averaging period or the maximum daily hours for employees on flextime.

- (iv) A full-time employee, or a part-time employee whose regular work day is of the same duration as for a full-time employee, who is required to work a minimum of two and one-half ($2\frac{1}{2}$) 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 \$8.35 (effective August 1, 1996, \$12.35). In either case, a meal break of one-half ($\frac{1}{2}$) hour shall be given and considered as time worked. If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon completion of every three (3) 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 ($2\frac{1}{2}$) 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 or who is entitled to field allowance.

- (b) An employee who has regularly scheduled days of rest 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) A regular part-time 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) A regular part-time 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 auxiliary employee who works on a designated holiday to which the employee is entitled shall be compensated in accordance with (c) above. An auxiliary employee who works on a designated holiday to which the employee is not entitled shall be compensated at straight-time rate for hours worked up to the normal daily hours for a full-time employee, and thereafter at overtime rates as prescribed in (a)(i) above.
- (f) An employee on travel status who is required to travel on Employer's business shall be deemed to be at work and shall be compensated accordingly. However, "hours travelled" means hours spent travelling from point to point within British Columbia and does not include time spent other than actually travelling, such as meal breaks and sleep. The Employer may determine the means of such travel.
- (g) 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 (3) 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.
- (h) 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 Employer shall provide the meal or pay the overtime meal allowance.

16.07 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 Employer and the employee. Employees shall, within sixty (60) days from the end of the month in which the overtime was worked, schedule such earned time off.

- (b) (i) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year.
- (ii) Notwithstanding (b)(i) above, an employee who has opted for compensatory time off (CTO) for overtime worked in one (1) 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.

**ARTICLE 17 - SHIFT WORK PROVISIONS FOR REGULAR
PART-TIME
EMPLOYEES AND AUXILIARY EMPLOYEES**

17.01 Application

This Article applies to all regular part-time employees and auxiliary employees.

***17.02 Shift Premium for Full-Time 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 55 cents (effective August 10, 1997, 90 cents) 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 55 cents (effective August 10, 1997, 90 cents) 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 65 cents (effective August 10, 1997, 1 dollar) per hour shall be paid for all hours worked.

***17.03 Shift Premium for Part-Time Employees**

- (a) Where more than one-half ($\frac{1}{2}$) of a shift is regularly scheduled between 6:00 p.m. and 6:00 a.m. inclusive, a shift premium of 50 cents (effective August 10, 1997, 90 cents) per hour shall be paid for all hours worked.
- (b) Where a shift is regularly scheduled to start between 10:00 p.m. and 2:00 a.m. inclusive, a shift premium of 55 cents per hour (effective August 10, 1997, 1 dollar) shall be paid for all hours worked.

***17.04 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 55 cents (effective August 10, 1997, 1 dollar) per hour for all hours worked between 9:00 p.m. and 4:29 a.m. inclusive will apply.

17.05 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 18 - STANDBY PROVISIONS FOR REGULAR PART-TIME
EMPLOYEES AND AUXILIARY EMPLOYEES**

18.01 Application

This Article applies to all regular part-time employees and auxiliary employees who are assigned a regular work schedule and who are not normally required to work whenever called.

18.02 Compensation

Where an employee is required to stand by to be called to duty under conditions which would restrict normal off-duty activities, the employee shall be compensated in the proportion of one (1) hours' pay at straight-time rate for each

three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if the employee is unable to be contacted or to report for duty when required.

ARTICLE 19 - SUBSTITUTION

19.01 Application

This Article applies to all employees.

***19.02 Compensation**

- (a) Substitution pay is payable to an employee who is required to temporarily substitute in a higher-paying position and who fulfills all, or the principal, duties and responsibilities of the higher-paying position.
- (b) Except as provided in paragraph (g) substitution pay is not payable to an employee:
 - (i) Who has not been designated by the Employer to substitute; or
 - (ii) Whose regular position normally requires periodic substitution in a higher-paying position as defined in the functional job description or job posting for the employee's regular position; or
 - (iii) Where the period of substitution lasts for less than one (1) work day.
- (c) Where substitution pay is payable, it shall be computed as follows:
 - (i) In the case of a single rate for the substituted position, that rate shall apply.
 - (ii) In the case of a salary range for the substituted position, the first step of that range or the step in that range which is nearest to eight percent (8%) above the substituting employee's current salary, whichever is greater, shall apply. In no instance, however, shall the substitution pay exceed the maximum step of the salary range for the substituted position.
- (d) Where substitution pay is payable to an employee and the employee substitutes both on the work day immediately before and on the work day immediately after a designated holiday, the employee shall receive the rate

of substitution pay for that holiday. Otherwise, the regular pay for the holiday will be paid.

- (e) Substitution pay is not payable to an employee on vacation, short term illness or injury, long term disability, weekly sickness indemnity, or any other leave with pay or with partial pay, except for (d) above.
- (f) During the period of substitution which exceeds six (6) months, the overtime compensation contemplated in Article 15 shall be calculated and paid on the salary established under paragraph (c).
- (g) Where an employee's job description requires periodic substitution, and the employee substitutes for a period in excess of seventy (70) consecutive hours, substitution pay shall be payable from the commencement of the first day of substitution. However, this paragraph shall not apply to substitution resulting from vacation relief.

ARTICLE 20 - DESIGNATED PAID HOLIDAYS

20.01 Paid Holidays

- (a) The following are designated as paid holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing 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 C.

20.02 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 Employer shall designate, at its option, either the preceding Friday or the following Monday to be observed as the paid holiday. Where two (2) consecutive paid holidays fall on Saturday and Sunday and are not proclaimed as being observed on the two (2) other specified days, the Employer shall designate, at its option, either the preceding Friday and the following Monday or the following Monday and Tuesday as the paid holidays.

20.03 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.

20.04 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 (1) additional day's vacation at a mutually convenient time.

ARTICLE 21 - ANNUAL VACATION

21.01 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 ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<u>Vacation Years</u>	<u>Work Days</u>
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 Articles 21.02 and 21.04 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 C.
- (e) During the first partial year of service a new employee will earn vacation at the rate of one and two-thirds ($1\frac{2}{3}$) days for each month for which the employee earns ten (10) days' pay at straight time rates.
- (f) During the first and subsequent vacation years an employee will earn one-twelfth ($\frac{1}{12}$) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates.

21.02 New Employees

- (a) During the first six (6) months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (b) Subject to Article 21.04, any unused vacation earned during the first partial year will be paid to the employee on the last pay day of that year.

21.03 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 1st to September 30th 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 (1) unbroken period or, at the employee's option, may take the vacation in two (2) 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.

21.04 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year.

For the purposes of this Article the term first vacation year means the calendar year in which the employee's first anniversary falls. Except as provided in Article 21.02, an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

21.05 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.

21.06 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 Employer.

- (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 (5) working days.

21.07 Vacation Credits Upon Termination or Retirement

- (a) An employee leaving the Public Service 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* or who has reached the mandatory retiring age, 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 Employer 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*.

21.08 Vacation Credits Upon Death

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

21.09 Vacation Pay

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

- (b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque(s) forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, upon thirty (30) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of all regular pay cheques issued during the vacation period, except that no payroll advance shall be issued in December for January payments or in March for April payments.

21.10 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 Article 21.04.

ARTICLE 22 - 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 Employer shall amend the regulations described under this Article and under Information Appendix "A" to this agreement to bring them into line with regulations in effect for the majority of unionized employees in the Public Service of British Columbia and such amendments will be incorporated into Appendix "A". The effective date(s) for such amendments will be the same as those implemented for the majority of unionized employees in the Public Service.

ARTICLE 23 - PRE-RETIREMENT LEAVE

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

- (i) a special paid leave for a period equivalent to fifty percent (50%) of any accumulated sick bank credit, to be taken immediately prior to retirement; or
 - (ii) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of any accumulated sick bank credit, to be paid immediately prior to retirement and based upon the current rate of pay.
- (b) Sick bank credit for the purpose of this Article means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.
- (c) Where an employee is permitted to purchase a period of war service under the *Pension (Public Service) Act* at retirement, an employee may use all or part of this entitlement for the purchase of war service.

ARTICLE 24 - SPECIAL AND OTHER LEAVES

24.01 Leaves for Union or Licensing Body Activity

- (a) Union representatives who are employees shall be granted leave of absence without pay in order to attend short special membership or Executive meetings of the Union. The Union shall provide the Employer with advance notice of not less than twenty-four (24) hours.
- (b) The Employer 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 may be granted to an employee to attend annual conferences of the appropriate licensing body.

24.02 Union Business or Arbitration Proceedings

- (a) Leave Without Pay

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

- (i) A reasonable number of employees for conducting official Union business, provided at least five (5) days' notice in writing is given. The Employer 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 to a full-time position with the Union or any body with which the Union is affiliated. Such leave shall not exceed a period of five (5) years.
- (iii) Employees required by the Union:
 - (1) To attend preparatory contract meetings;
 - (2) To attend Executive meetings not covered in Article 24.01(a) of this Agreement and conventions of the Union; or
 - (3) To administer any other official affairs of the Union.
- (iv) Employees called by the Union 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 Union shall reimburse the Employer for the appropriate salary costs including travel time.

(b) Leave With Pay

The Employer will grant leave with pay to:

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

24.03 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 umpire 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 Employer all moneys paid by the court, except travelling and meal allowances not reimbursed by the Employer.
- (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.

24.04 Leave For Writing Examinations

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

24.05 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:

- (a) 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

pursuant to this Article may be carried over to the following year, notwithstanding Article 21.04.

- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such 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.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

26.10 Maternity and/or Parental Leave Allowance Repayment

To be entitled to the maternity and/or parental leave allowances pursuant to Article 26.02 and/or 26.04, an employee must sign an agreement that the employee will return to work and remain in the Employer's employ for a period of at least six (6) months after returning to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months, the employee shall reimburse the Employer for the maternity and/or parental leave allowance received under Articles 26.02 and/or 26.04 above in full.

ARTICLE 27 -SAFETY AND HEALTH

27.01 Safety Committee

The Employer and the Union agree to establish a Joint Safety Committee consisting of three (3) representatives from each party, together with a mutually acceptable chairperson. Its function shall be to investigate areas of special concern in the field of safety and to make recommendations to the Employer concerning on-the-job safety for employees. The Committee shall have the power to order work on a particular job or project to cease until the Committee rules that the unsafe condition has been rectified.

27.02 Unsafe Working Conditions

Employees shall be recognized by the Employer 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.

27.03 Smoking Restrictions

The Union and the Employer agree on the desirability of regulation of smoking at the workplace and agree, in principle, to Employer rules or policies respecting same.

27.04 Hepatitis 'B' Vaccine

The Employer shall provide immunization against Hepatitis 'B' for employees required to come in contact with patients and are thereby, in the Employer's judgement, put at risk of infection to Hepatitis 'B'.

ARTICLE 28 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the *Public Service Labour Relations Act*.

ARTICLE 29 - CONTRACTING OUT

The Employer and the Union 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 Employer will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by the employees.

The Union agrees that it shall be the responsibility of the employee to bring to the attention of the Employer'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.

employee shall be paid full remuneration for the vacation period in addition to any pay and allowances received from the reserve forces.

- (b) Where an employee makes application to attend as a delegate 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.
- (c) 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 Employer.
- (d) 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.
- (e) 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 (6) months. The employee shall, upon return to the Public Service, 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 Public Service in the calculation of any right or benefit, in the determination of which seniority is a factor.

24.06 Emergency Service and Civil Defence Leave

- (a) Leave of absence with pay shall be granted to every employee who is conscripted for emergency service. Where the employee receives remuneration for the emergency service, such remuneration shall be forwarded to the Employer.
- (b) Leave of absence with pay shall be granted to an employee for the purpose of participating in Employer-approved civil defence training. Where the employee receives remuneration for the training, such remuneration shall be forwarded to the Employer.

24.07 Elections

When an employee is required to work on a day of a municipal, provincial or federal election, time off with pay as required by law shall be granted, provided that in all cases the employee will have a minimum of four (4) clear hours in which to vote at either end of the day when the polls are open.

24.08 General Leave

- (a) The Employer may grant an employee leave of absence with or without pay for purposes other than those specified in this Agreement.
- (b) The Employer will allow an employee reasonable leave of absence with pay for compassionate reasons.

24.09 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.

24.10 Field Crew Leave

- (a) An employee, whose duties require remaining on travel status or on allowances within British Columbia for a period of four (4) consecutive weeks or longer, shall be entitled to return to headquarters, without loss of regular salary and at the Employer's expense, for four (4) consecutive days off at the end of each period of four (4) consecutive weeks. Where operational requirements permit, the four (4) consecutive days off shall be scheduled for Thursday through Sunday, Friday through Monday, or Saturday through Tuesday, or as second best, Wednesday through Saturday, or Sunday through Wednesday. Such days off may also be banked upon mutual agreement between the employee and the Employer. Necessary travel time approved by the Employer shall not be considered part of the foregoing leave, provided the Employer has the right to determine the mode of travel. This Article shall not apply to an employee who is accompanied by family whilst on such assignment.
- (b) Where a Ministry grants special time off to a crew in another bargaining unit for "return to headquarters" under terms differing from the provisions

of this Article, and where a member of this bargaining unit has been working continuously with that crew for not less than two (2) weeks away from the employee's headquarters area, the employee concerned may be granted such part of the benefit described in (a) above as may be deemed appropriate provided that the Ministry is satisfied that efficiency and operational requirements are met.

24.11 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 Employer 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.

24.12 Special Licenses and License Renewal

When the Employer 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.

ARTICLE 25 - EDUCATION POLICY

25.01 Career Development

The Employer 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 Employer further recognizes the desirability of an equitable approach across Ministries respecting educational opportunities for employees. The Union 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 Union 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.

25.02 Professional Training

- (a) The parties to this Agreement recognize that there are two (2) 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 and field trips.
- (b) All training must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed in the Public Service. In both instances, the training must be directed towards an improvement of skills which, in the Employer's opinion, are required within the Public Service.
- (c) The Employer agrees to consult with the Union to determine where professional training programs may be inadequate or inappropriate.
- (d) Where the Employer requires an employee to attend a training program, the Employer 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 Employer, the Employer 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 Employer.
- (g) In the event that an employee on training receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus Employer support shall not exceed:
 - (i) the employee's basic salary for the period of training, where leave of absence with pay or with partial pay is involved; and/or
 - (ii) the actual cost of the training, where the Employer pays the full cost or shares part of the cost.

Any amount in excess of such combined support shall be refunded to the Employer through deduction of the employee's salary either during or after the employee's training period as circumstances require. It shall be the responsibility of the employee to report all sources of outside support to the Employer.

- (h) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training shall nullify any obligation of financial assistance by the Employer in connection with the training.
- (i) 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 Employer in connection with this training.
- (j) 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 Public Service for a period equivalent to three (3) 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 Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro-rata basis, the salary plus, if any, cost incurred by the Employer in connection with this training.
- (k) 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 Public Service for a period equivalent to the length of the training leave. Should the employee resign

from the Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro-rata basis, the cost, if any, incurred by the Employer in connection with this training.

ARTICLE 26 - MATERNITY, PARENTAL AND ADOPTION LEAVE

26.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of the pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

26.02 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 26.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan, as set out in Letter of Understanding #1. In order to receive this allowance, the employee must provide to the Employer 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 Employment Benefit (SUB) Plan, the maternity leave allowance will consist of:
 - (i) Two (2) weeks at 85 percent (85%) of the employee's basic pay;
 - (ii) Fifteen (15) additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

26.03 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (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 Article shall commence:
 - (i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 26.01 or 26.05;
 - (ii) In the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

26.04 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Article 26.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 26.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

26.05 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to seventeen (17) weeks following the adoption of a child.

26.06 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 26.01 and 26.03 or Articles 26.03 and 26.05 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented.

Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 26.01, 26.03 or 26.05.

26.07 Benefits Continuation

- (a) For leaves taken pursuant to Articles 26.01, 26.03, 26.05 and 26.06 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 26.08 the Employer will recover monies paid pursuant to this Article.

26.08 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 26.01, 26.03, 26.05 or 26.06 commenced unless the employee advised the Employer of the intent to return to work one (1) month prior to the expiration of the leave or if the employee does not return to work after having given such advice.

26.09 Entitlements Upon Return to Work

- (a) Notwithstanding Articles 21.01 and 21.04, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 26.01, 26.03 or 26.05 providing the employee returns to work for a period of not less than six (6) months. Vacation earned

ARTICLE 30 - HEALTH AND WELFARE

30.01 Basic Medical Insurance

The Employer shall pay one hundred percent (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.

30.02 Extended Health Care Plan

The Employer 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 six (6) months service with the Government.

***30.03 Dental Plan**

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

- (a) Part A - one hundred percent (100%) coverage
- (b) Part B - sixty percent (60%) coverage
- (c) Part C - fifty percent (50%) coverage

An employee is eligible for coverage under the Dental Plan the first of the month following the month in which the employee completes six (6) months of service with the Government. An employee is eligible for orthodontic services under Part C after twelve (12) months' continuous participation in the plan. Effective August 1, 1994, orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3,000) per patient.

Coverage will cease 30 days after an Employee's employment ends.

***30.04 Group Life Insurance**

- (a) The Employer shall provide to all regular employees a mutually acceptable group life insurance plan with benefits equivalent to twice the employee's annual salary, with a minimum of sixty-five thousand dollars (\$65,000).

The Employer shall pay one hundred percent (100%) of the premium on the base minimum as set out above, and the employee shall pay the premium for any insurance over the base minimum. Regular employees shall, as a condition of employment, enrol in the group life insurance plan and shall complete the appropriate payroll deduction authorization forms.

- (b) The group life plan shall include the following provisions for accidental dismemberment:
 - (i) loss of both hands or feet - the principal sum
 - (ii) loss of sight of both eyes - the principal sum
 - (iii) loss of one hand and one foot - the principal sum
 - (iv) loss of one hand or one foot, and sight of one eye - the principal sum
 - (v) loss of one hand or one foot - one-half the principal sum
 - (vi) loss of sight of one eye - one-half the principal sum
- (c) The parties agree to implement an Advance Payment Program for the terminally-ill employee under the same circumstances that apply to the majority of unionized employees in the Public Service, as described in Information Appendix F.

30.05 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 one hundred and thirty (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 Employer.

30.06 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, employees will be covered by the terms and conditions of the 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.

30.07 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 employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

30.08 Medical Examination

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

30.09 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 Union.
- (b) The Employer will consult the Union 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 Employer.

- (c) During the life of this agreement, with the exception of Article 30.08, the Employer shall revise any benefit in Article 30 should such benefit be revised for the majority of unionized employees in the Public Service. Such revisions shall be on the same basis implemented for the majority of unionized employees in the Public Service.

30.10 Employee and Family Assistance Program

- (a) A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This Employer-funded, confidential, assessment/referral service will be monitored by a Joint Committee. The Committee shall consist of two (2) members: one (1) member appointed by the Employer and one (1) member by the Union. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and Union training programs.

30.11 Coverage on Layoff

Regular employees shall be entitled to maintain coverage under the health and welfare plans stipulated in Articles 30.01, 30.02, 30.03 and 30.04 for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

30.12 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 twelve (12) months must elapse before the newly designated common-law spouse (and eligible dependent(s), if any) are entitled to benefit coverage.

ARTICLE 31 - WORK CLOTHING

- (a) Where the Employer requires an employee to wear a uniform, or special or protective clothing, or special equipment, the Employer 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 Employer and to the group of employees concerned.
- (c) In instances where the chattels are of a nature that they cannot be retained by the Employer for use by another employee, the Employer 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) Effective January 1, 1995, regular employees who are required by the Workers' Compensation Board Regulations or the Employer to wear caulk boots or safety-toe footwear shall be entitled to be reimbursed for:
 - (i) safety-toe footwear: up to \$50.00 annually, upon production of a receipt;
 - (ii) caulk boots: up to \$75.00 annually, upon production of a receipt.

ARTICLE 32 - PAYMENT OF SALARIES AND ALLOWANCES

32.01 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).

32.02 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 Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the paycheck is not available on the pay day the Employer shall arrange for the employee to be provided on the pay day with an adequate advance on the employee's salary.

***32.03 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 Auxiliary 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. The accumulation of the 1750 hours is counted only within a Ministry and may not be carried over from one Ministry to another for merit increment purposes.

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

Any leaves of absence without pay, other than maternity, adoption, parental or education leave for more than thirty (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 (2) weeks before the anniversary date. The onus of justifying that the merit increase should be withheld shall fall upon the Employer.

32.04 Salary on Promotion or Position Reclassification

When an employee obtains a position of higher classification through obtaining professional certification, promotion, or position reclassification, the employee will receive either the step which is nearest to eight percent (8%) above the employee's former salary or the minimum salary of the new range, whichever is greater, but not above the maximum step of the range for the new position.

32.05 Rates of Pay Calculations

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

$$\frac{\text{Annual Rate}}{26.0892857} = \text{bi-weekly rate}$$

$$\frac{\text{Monthly Rate} \times 12 \text{ months}}{26.0892857} = \text{bi-weekly rate}$$

$$\frac{\text{Bi-weekly Rate}}{70} = \text{hourly rate}$$

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:

$$\frac{\text{Bi-weekly Rate} \times 26.0892857}{12}$$

***32.06 Travel and Relocation Expenses**

- (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 Employer 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 thirty-two (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 Allowances

	Effective <u>Aug 1/96</u>	Effective <u>Jan 1/98</u>
Breakfast	\$8.25	\$8.50
Lunch	\$10.00	\$10.25
Dinner	\$18.75	\$19.25

Vehicle Allowances

Effective August 1/96	37¢/km
Effective August 1/97	38¢/km

- (d) Notwithstanding the provisions above, the Employer 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 (1) five-minute telephone call home, to or within British Columbia, for each night away.

32.07 Isolation Allowance

- (a) An isolation allowance shall be paid to each eligible employee. The basis of payment shall be in accordance with the bi-weekly pay conversion schedule, Isolation Index as recorded in Appendix C and as revised from time to time by the Employer. Such revisions shall only be as revised for the majority of unionized employees in the Public Service and copies of such revisions sent to the Union prior to implementation.
- (b) The amount of the allowance per point per month, effective date(s) of allowance, and adjustments to allowances, shall be on the same basis as may be implemented for the majority of unionized employees in the Public Service.

- (c) Notwithstanding (a) and (b) above, current employees who are receiving partial isolation allowance on the basis provided in Article 32.07(b) of the agreement signed on September 24, 1981, shall continue to receive such partial allowance in accordance with that agreement until phase-out is completed.
- (d) The Employer agrees to meet with the Union to receive and review any proposals from the Union for altering the existing formula should that formula be the subject for review by the bargaining agents for the majority of the unionized employees in the Public Service and the Employer.
- (e) The Employer agrees to consult the Union before any changes to the existing formula determining isolation points are made.

32.08 Conferences, Conventions and Other Meetings

When the Employer 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 Employer, however, reserves the right to determine the reasonableness of such claims in accordance with established practice.

***32.09 Retirement Allowance and Pre-Retirement Leave**

Upon retirement from the Public Service, an employee who has completed twenty (20) years of service with the Employer and who, under provisions of the *Pension (Public Service) Act*, is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to the employee's salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ($\frac{1}{5}$) 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.

32.10 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 ten (10) days of their first meeting or within such other

period agreed to by the parties, the Employer 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.

32.11 Pay on Temporary Assignment

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

32.12 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.

- (b) Such changes in classifications or placements made pursuant to Article 37 are covered by (a) above.

32.13 Relocation at Time of Retirement

Where an employee, who has been relocated by the Employer or through a competition to an isolated location, gives not less than six (6) months' notice prior to retirement to relocate elsewhere in the Province, the Employer will pay the cost of moving the employee's household goods and effects in accordance with

that part of the relevant regulations in effect at the time of the employee's retirement, providing that:

- (a) The employee shall have served a minimum of three (3) years in the isolated location.
- (b) The employee actually moves to a location in the Province within three (3) months of the month in which the employee ceases to be actively employed in the Public Service.
- (c) For the purposes of this Article, the term "isolated location" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.
- (d) For the purposes of this Article, the term "retirement" shall refer to an employee who is scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, or who has reached mandatory retiring age.

***32.14 Special Vacation Transportation Subsidy for Severely Isolated Locations**

- (a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.
- (b) This subsidy shall be in the amount of four hundred (400) dollars, and is only payable in the event that the employee actually leaves the isolated area.
- (c) For the purposes of definition under (a) above, the specific locations not exceeding fifty (50) shall be the same as implemented for the majority of unionized employees in the Public Service (see Information Appendix G).
- (d) Effective December 29, 1996, the amount of the allowance will be reduced by two hundred dollars (\$200) annually for employees in those locations which the parties agree to delete from Information Appendix G.

32.15 Occupational First Aid Requirements

- (a) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, 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:

Effective March 26, 1995:

Level 3 Occupational First Aid Certificate

- \$42.00 per bi-weekly period or \$91.00 per month

Level 2 Occupational First Aid Certificate

- \$30.00 per bi-weekly period or \$65.00 per month

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 ten (10) days or while on vacation leave with pay.
- (d) Where the Employer 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 ten (10) work days in any month, the employee shall receive the full monthly allowance.

32.16 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:

- (i) Employer endorsed education, training and career development activities, or
- (ii) Employer 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 \$50 per day upon production of a receipt.

- (b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to twenty-five dollars (\$25.00) per day upon production of a receipt. This reimbursement shall not exceed fifteen (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.

32.17 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim \$30 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

ARTICLE 33 - CLASSIFICATION AND RECLASSIFICATION

33.01 Classification and Evaluation Plan

The "Licensed Science Officer" Classification and Evaluation Plan which was jointly developed by the parties will not be amended except with the mutual agreement of the parties to this Agreement.

33.02 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position the employee occupies, or where a point rating plan has been used, the right to appeal the position's level.

Classification 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 the position currently occupied is improperly classified, the employee may discuss duties and responsibilities with an immediate supervisor.
- (b) The Employer's designate shall, upon request and within forty (40) days after the request, provide the employee with a written statement of the latter's duties and responsibilities.

Step 2

- (c) If the employee still believes the position is improperly classified, the employee may initiate a formal appeal by completing a Classification Appeal Form and forwarding the completed form through the employee's supervisor to the Ministry Personnel Officer. The Ministry Personnel Officer, or designate, shall review the position and advise the employee of the results of this review in writing within forty-five (45) days of the receipt of the Classification Appeal Form.

Step 3

- (d) If there remains a dispute respecting the classification or level, the employee may process the completed "Classification Appeal Form" through the Union to be filed with the Public Service Employee Relations Commission within fourteen (14) days of receipt of written notification of the Ministry's decision. The Employer shall review the appeal and respond to the Union with a full explanation of its decision within sixty (60) days of the date of submission.

Step 4

- (e) The employee shall, if the dispute still exists, have the right to appeal the results of the review in 33.02(d) through the Union to the Classification Referee. The appeal shall be presented within thirty (30) days of the Union receiving the decision of the Public Service Employee Relations Commission. Such an appeal shall be consistent with the procedure agreed to by the parties as contained in Memorandum of Agreement Number 1.
- (f) The Classification Referee's decision shall be consistent with the Terms of Reference as set out in Memorandum of Agreement Number 1, and shall be final and binding.
- (g) Notwithstanding (e) and (f) above, the ratings of the benchmark positions will not be changed except by mutual agreement.
- (h) The effective date of any resulting change in classification shall be the first day of the pay period following the date of receipt by the Ministry Personnel Officer of the employee's Classification Appeal Form, submitted pursuant to 33.02(c).

ARTICLE 34 - JOINT COMMITTEES

34.01 Joint Standing Committee

- (a) There shall be established for the life of this Agreement a Joint Standing Committee composed of three (3) Employer representatives and three (3) Union representatives. In addition, there shall be three (3) alternates representing each party.
- (b) Of the three (3) representatives representing each party, one (1) shall be a co-chairperson and another an alternate co-chairperson. The Employer co-chairperson and the Union 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) All decisions, including (b) above, of the Committee shall be by unanimous vote.

- (d) The Committee shall meet at the call of either party at a mutually agreeable time and place. The quorum for a meeting shall be two (2) Employer representatives and two (2) Union representatives. Should there be unequal representation at a meeting, then only equal numbers representing each party shall be permitted to vote.
- (e) Employees required to attend meetings of the Committee or its sub-committee shall be granted leave of absence with pay (including sufficient travelling time), but any expenses incurred shall be borne by the Union.
- (f) The Committee shall have the power to make final and binding decisions only on matters arising out of Articles 1.06(a) of this Agreement and on any other matters specifically referred to it by mutual agreement of the bargaining agents.

Matters arising out of Article 13.02(c) shall be referred to the sub-committee provided for in Article 34.01(h) below. The provisions of Article 34.01(a) through (e) shall not apply to such matters referred to the sub-committee pursuant to Article 13.02.

- (g) The sub-committee established under paragraph (h) below shall have the power to make final and binding decisions only on matters arising out of Article 13.02(c) of this Agreement.
- (h)
 - (i) Hours of work disputes pursuant to Article 13.02(c) shall be referred to a sub-committee of the Joint Standing Committee which shall be comprised of one Employer representative, one Union representative and a chairperson mutually agreed between the parties.
 - (ii) The dispute shall be determined on the basis of the decision of the majority of the sub-committee.
 - (iii) The cost of the chairperson shall be shared equally between the parties.
 - (iv) In determining a work schedule, the sub-committee shall acknowledge the Employer's sole right to determine hours of operation for the work unit in question including the right to determine the number and classifications of employees to perform services within those hours of operation.

- (v) Work schedules decided by the sub-committee shall meet the average annual hours of work established in Article 13.01(a) and:
 - shall not exceed the hours of operation established by the Employer;
 - shall consider unusual or seasonal demands and functionally linked work groups within and outside the bargaining unit;
 - shall not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public;
 - shall not be retroactive;
 - decisions of the sub-committee shall not interpret the provisions of the agreement except for Article 34.01(h)(iv) and (v);
 - consideration shall also be given to employee preferences, fairness, and equity.
- (vi) Either party may grieve the sub-committee's decision on the grounds that the decision contravenes the requirements of Article 34.01(h)(iv) or (v) above.

34.02 Joint Consultation

The Employer and the Union 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.

ARTICLE 35 - AUXILIARY EMPLOYEES

35.01 Application of Agreement

- (a) Except as provided in 35.10, auxiliary employees shall not be covered by the provisions of the following Articles of this Agreement:
 - (i) Article 11 - Seniority
 - (ii) Article 20 - Designated Paid Holidays
 - (iii) Article 21 - Annual Vacation
 - (iv) Article 22 - Short Term Illness and Injury and Long Term Disability
 - (v) Articles 24.02(a)(ii); 24.03; 24.04; 24.05; 24.06; 24.07; 24.08(a); 24.09; 24.10; 24.11; 24.12

- (vi) Article 25 - Education Policy
- (vii) Article 26 - Maternity, Parental and Adoption Leaves
- (viii) Article 30 - Health and Welfare (except 30.06)
- (ix) Article 37 - except 37.01

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

- (b) Auxiliary employees shall be entitled to the provisions of Article 24.08(b) (Compassionate Leave); however, except as provided in Article 35.10(d)(i), such leave shall be without pay. The provision of such leave shall not be understood to confer a benefit in excess of that available to the majority of government auxiliaries.

35.02 Letter of Appointment

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

35.03 Length of Service Applying for Regular Positions; Relocation Expenses

- (a) Auxiliary employees who have completed 200 work days in a 15-month period, as outlined in (b) below, will be recognized as in-service applicants when applying for regular positions.
- (b) Subject to Article 35.09, an auxiliary employee who has worked 200 days within the 15-month period immediately prior to application for a regular position, or an auxiliary employee who is on layoff status and who has worked 200 days within the 15-month period prior to being laid off will have the length of service as an auxiliary employee recognized in accordance with Section 5 of the *Public Service Act*.

35.04 Designated Paid Holidays

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

35.05 Vacation Pay

Auxiliary employees who have not worked 1827 hours in the preceding fifteen (15) month period will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation pay upon termination or calculated up to November 30th and paid on the last pay day of the year in which the vacation pay was earned.

35.06 Health and Welfare

- (a) In lieu of health and welfare benefits, auxiliary employees not designated as Group "A" as defined in Article 35.10(a) shall receive compensation effective March 27, 1994 of fifty-one (51) cents per working hour to a maximum of thirty-five dollars and seventy cents (\$35.70) per bi-weekly pay period; and effective March 26, 1995, fifty-three (53) cents per working hour to a maximum of thirty-seven dollars and ten cents (\$37.10). 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 in the Public Service.

- (b) An auxiliary employee with accrued sick leave as of June 20, 1975 shall retain any sick leave accrual and may draw upon it in accordance with current policy.
- (c) An auxiliary employee currently on the Public Service Medical Plan may maintain such coverage while still in the Employer's service. This provision shall cease upon termination of the auxiliary employee, irrespective of future re-employment.

35.07 Sickness Indemnity

Sickness indemnity shall be as provided in Information Appendix D.

35.08 Seniority for Auxiliary Employees

- (a) For the purpose of Article 35.03, an auxiliary employee who has worked in excess of thirty (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 Article 35.04;
 - (iii) annual vacation in accordance with Article 35.10.
- (b) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (c) Upon completing thirty (30) work days (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) work days.

35.09 Loss of Seniority

An auxiliary employee will lose seniority when the employee:

- (a) is terminated for just cause;
- (b) voluntarily terminates or abandons a position;
- (c) is on layoff for more than nine (9) months;
- (d) becomes a regular employee.

***35.10 Auxiliary Employees Designated Group "A"**

- (a)
 - (i) An auxiliary employee who has worked 1827 straight time hours within a fifteen (15) month period and maintains same shall be designated as a Group "A" auxiliary employee for the purposes of the benefits in (b), (c) and (d) below.
 - (ii) All time worked by an auxiliary employee at the straight time rate in one Ministry shall be credited towards attaining Group "A" designation. However, maintenance of Group "A" designation shall include all time worked by that employee at the straight time rate in any Ministry and approved leave with pay pursuant to (d) below.
 - (iii) Should an employee lose seniority in a Ministry pursuant to 35.09, then all credit towards attaining and maintaining the requisite 1827 hours in that Ministry shall also be lost.

(b) Health and Welfare

- (i) Auxiliary 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) Auxiliary 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) Auxiliary employees who have attained Group "A" designation shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (iv) When an auxiliary employee on layoff, who has previously qualified for benefits in (b)(i) above and has not lost seniority pursuant to 35.09(a), (b) or (c) is recalled, the employee shall be entitled to (b)(i) above.

(c) Annual Vacation

- (i) Auxiliary employees designated Group "A" shall be eligible for annual vacation leave in accordance with the provisions of this Article and Article 21.01, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees designated Group "A" shall not be entitled to the provisions of 35.05 above. In no case will the first vacation year be prior to 1980.
- (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 21.02(b) and 21.04 any unused vacation earned during that year will be paid to the employee at December 31st of that year.
- (iii) Upon being designated Group "A" an auxiliary employee will be paid any earned vacation pay owing to the end of the month in which

Group "A" designation is achieved and thereafter will earn vacation leave in accordance with Article 21.02.

- (iv) Vacation leave shall be scheduled in accordance with the provisions of Article 21.03 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, once 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) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Articles 21.02(b); 21.04; 21.06; 21.07; 21.08; 21.09 and 21.10.

(d) Sick and Other Leaves

- (i) Auxiliary employees designated as Group "A" are eligible for coverage under the Short Term Illness and Injury Plan (Information Appendix A, Part 1) and Articles 24.02, 24.03 (except (c) & (d)), 24.07, 24.08 and 26. It is agreed that coverage under Article 24.08 shall not be understood to confer a benefit in excess of that available to the majority of government auxiliaries.
 - (ii) Benefits will not be paid during layoff except as provided in Information Appendix A, Article 1.10.
 - (iii) Auxiliary 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 ($\frac{1}{2}$) 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 (3) month period immediately preceding absence due to illness.
 - (v) Auxiliary employees entitled to coverage under the Short Term Illness and Injury Plan shall not be entitled to the provisions of 35.07 nor shall 35.07 be applied in conjunction with 35.10(d).
- (e) Auxiliary 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 as provided below:

- (i) When an auxiliary 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 an auxiliary employee designated as Group "A" is on an approved leave of absence pursuant to Article 26, 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.

35.11 Relocation Expenses

Auxiliary employees who have completed 200 days within a 15-month period and who have to move from one geographic location to another after winning a competition for a regular position, or at the Employer's request, shall be entitled to relocation expenses in accordance with Information Appendix B.

35.12 Layoff and Recall

Layoff of auxiliary employees shall be by classification in reverse order of length of service seniority within a Ministry seniority block as set out in Appendix D.

Recall of auxiliary employees shall be in order of service seniority within a Ministry seniority block.

The foregoing is subject to the proviso that employees to be recalled shall be available for work and qualified for and immediately capable of performing the available work.

ARTICLE 36 - GENERAL

36.01 Copies of Agreement

Upon the conclusion of negotiations of this Agreement, sufficient copies will be printed to provide one (1) copy of the Agreement and appendices to each employee, and to supply the Union with additional copies of the agreement as requested. The Employer agrees to provide each new employee with a copy of the Agreement on date of hiring.

The Union and the Employer will jointly determine who prints the Agreement and will share equally in the cost of its printing.

36.02 Indemnity

- (a) Except where a joint Employer-Union committee considers that there has been flagrant or wilful negligence on the part of an employee in the performance of the employee's official duties, the Employer agrees:
 - (i) Not to seek indemnity against an employee whose actions in the performance of those official duties result in a judgement against the Employer;
 - (ii) To pay any judgement against an employee, superannuant or former employee, arising out of the performance of the employee's duties with the Employer;
 - (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 Employer will consult with the employee on the naming of legal counsel.
- (b) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (i) When the employee is first approached by any 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.

36.03 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 Public Service employee;
- (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Public Service position.

Where Municipal Council or school board meetings are held during the employee's normal working hours, the Employer 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 their Deputy Minister or designate.

(b) Federal and Provincial Offices

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave 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 (5) years. If not elected, the employee shall be allowed to return to the employee's former position.

36.04 Travel Expense Advance

- (a) The Employer may provide a refundable advance for travel expenses for employees who are required to travel. This advance shall be sufficient for the travelling involved.
- (b) When required to travel on Employer business outside of British Columbia, the employee shall be entitled to an appropriate temporary advance.
- (c) The advance(s) referred to in (a) and (b) above shall be accounted for or repaid upon return to headquarters.

36.05 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.

36.06 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.

36.07 Transfer of Employees Out of the Bargaining Unit

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

36.08 Articles for Publication

- (a) Subject to the *Public Service Act*, the Employer agrees that an employee may publish articles and technical papers in professional media; identification of authorship will be required in Ministry publications where practicable.

- (b) The Employer agrees that any employee, subject to the *Public Service Act* and with prior notification to the employee's immediate supervisor, may prepare and publish articles and technical papers on personal time, provided only that such publication shall not conflict or interfere with the employee's professional responsibilities and duties.
- (c) The Employer agrees that original articles and technical papers prepared by an employee within the scope of employment will be retained in appropriate files for the normal life of such documents.

36.09 Technological Improvements or Inventions

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

36.10 Parking

The Employer agrees to consult with the Union before changes to the parking regulations are made.

***36.11 Private Vehicle and Personal Property Damage**

- (a) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to \$500.00.
- (b) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of one hundred (\$100), the replacement costs or personal deductible insurance, provided such personal possession(s) is/are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.
- (c) It is not intended that this Article should indemnify employees from damages suffered to their private vehicles/personal possessions in the ordinary course of their employment. Rather, this Article is intended to

indemnify employees whose vehicles/personal possessions have been deliberately damaged by a person who intends to cause damage to the government but transfers this attention to the more accessible and perhaps less risky objects of employee automobiles/personal possessions. The indemnification is not limited to damages that occur on the Employer's property or in parking facilities provided by the Employer, but is available whenever damages occur within the above terms, subject to the requisite proof.

36.12 Disclosure of Information

The Employer and the Union 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 Deputy Minister, including the detailed information outlined above.

- (f) Where an allegation involves the Deputy Minister, the employee shall forward the allegation to the Deputy Minister to the Premier.
- (g) These procedures do not relieve an employee from the requirements of the Oath of Office, nor do these procedures restrict the employee from exercising rights or obligations under any applicable statute or the employee's professional code of ethics.

ARTICLE 37 - REDUNDANT POSITIONS, LAYOFF AND RECALL AND REDEPLOYMENT

The parties recognize that due to the changing needs and requirements of society and to the provision of service to the public, position classifications and positions may be added, or deleted from time to time.

37.01 Redeployment

- (a) The Employer will supply the Union with as much notice as is reasonably possible when employees are expected to be designated for layoff and will discuss any such expected layoffs with the Union.
- (b) When a Ministry expects multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations, the discussion in (a) above may include the recommendation of a plan to deal with such expected layoffs.
- (c) Prior to the layoff of regular employee(s) under Article 37.02 or 37.03, the Ministry may, within a geographic location, canvass any employee or group of employees within the Ministry to invite:
 - (i) voluntary placement into a vacant regular position within the Ministry;
 - (ii) resignation with severance as provided for in Article 37.04; or
 - (iii) where eligible, early retirement.

***37.02 Junior Regular Employees**

In the event of a layoff the following shall apply to regular employees with less than three (3) years service seniority.

(a) Layoff

Layoff of regular employees with less than three (3) years service seniority shall be by classification in reverse order of service seniority and within a Ministry seniority block as specified in Appendix D.

(b) Notice

Except as specified in (e)(iii) below, the Employer shall notify regular employees, who are to be laid off, thirty (30) days prior to the effective date of layoff. If the employee has not had the opportunity to work after notice of layoff, the employee shall be paid in lieu of work for that part of the thirty (30) days during which work was not made available.

(c) Options Upon Receipt of Layoff Notice

Upon receipt of notice of layoff, a regular employee with less than three (3) years service seniority may opt for one of the following:

- (i) Severance pay pursuant to Article 37.04;
- (ii) To be placed on a recall list for a period of one (1) year from the effective date of layoff;
- (iii) To displace an auxiliary employee in the same or a lesser paid classification within the regular employee's seniority block;
- (iv) In the case of an employee who has been promoted, the option of using 37.03(a)(ii) (1) and (2); or if there are no vacancies available, for an employee promoted from another position within the same seniority block, the option of displacing the employee currently filling the position originally held by the employee, providing the displacing employee has greater seniority.

Should a regular employee with less than three (3) years service seniority fail to make an election from (i), (ii), (iii) and (iv) above, within twenty (20) work days of receiving notice of layoff, then that employee shall be

deemed to have opted for item (i) above on the date the layoff was scheduled to occur and accordingly shall be deemed to have resigned.

A regular employee who opts for (iii) above, shall retain regular status unless the employee fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 26, but will be considered to have auxiliary status for purposes of vacation scheduling provisions and notice of layoff as specified in (b) above.

(d) An employee shall not accrue seniority while that employee is on layoff.

(e) **Recall**

(i) Recall of regular employees shall be from the recall list and in order of service seniority within the employee's Ministry seniority block or within the employee's Ministry in the geographic location, whichever is greater.

(ii) When a recall is for a period of four (4) months or longer, then upon the employee returning to work, the regular employee will be subject to and afforded the provisions of this agreement affecting regular employees. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(iii) When a recall is for a period of less than four (4) months, then upon the employee returning to work, the regular employee will be subject to and afforded the provisions of this agreement affecting auxiliary employees. Upon layoff the regular employee will be returned to the recall list as specified in (c)(ii) above for a period of one (1) year from the effective date of layoff.

(f) Notwithstanding Articles 37.02 (a), (c) and (e) above, employees to be retained and/or recalled shall be qualified to and capable of performing the work which is available, after a period of familiarization.

***37.03 Senior Regular Employees - Layoff**

In the event of a layoff the following shall apply to regular employees with three (3) or more years service seniority. Where the position of an employee with three

(3) or more years service seniority has a position relocated, the employee will be offered the position in the new location. An employee may decline this offer.

(a) **Layoff Procedure**

- (i) Layoff of regular employees with three (3) or more years service seniority shall be by classification in reverse order of service seniority and within a Ministry seniority block as specified in Appendix D.
- (ii) Where a regular employee(s) with three (3) or more years of service seniority receives notice of layoff and should a vacancy exist, the employee(s) shall be placed, on the basis of service seniority, into the vacancy.

In determining an offer of placement to a vacancy, offers, if any, shall be made in the following sequence:

	<u>Fill Vacancy</u>	<u>Classification</u>	<u>Ministry</u>	<u>Geographic Location</u>
1	Vacancy	Same	Same	Same
2	Vacancy	+ - Comparable	Same	Same
3	Vacancy	Same	Other	Same
4	Vacancy	+ - Comparable	Other	Same
5	Vacancy	Same	Same	Other
6	Vacancy	+ - Comparable	Same	Other
7	Vacancy	Same	Other	Other
8	Vacancy	+ - Comparable	Other	Other

- (iii) (1) If an employee refuses one (1) job offer in the same classification and the same geographic location, the employee will be deemed to have resigned but may, if eligible, claim early retirement.
- (2) If an employee refuses one (1) job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as the existing position, the employee shall claim early retirement or severance pay as outlined in Article 37.04.
- (3) If an employee refuses a maximum of two (2) job offers in a different geographic location or with a salary or maximum step pay range comparable to the existing position, the

employee shall claim early retirement or severance pay as outlined in Article 37.04.

- (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 Article 37.04.

(b) Notice

Except as specified in (e)(iii) below, the Employer shall notify regular employees, who are to be laid off at least six (6) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work their regularly scheduled shifts during the six (6) week period after notice of layoff, the employee shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(c) Options Upon Layoff

When a regular employee with three (3) or more years of service seniority is in receipt of layoff notice and has not been placed pursuant to the above, then that employee may opt for one of the following:

- (i) Severance pay pursuant to Article 37.04;
- (ii) To be placed upon a recall list for a period of one (1) year from the effective date of layoff;
- (iii) Early retirement pursuant to 37.05;
- (iv) To displace an auxiliary employee within the regular employee's Ministry and headquarters area;
- (v) To displace a regular employee pursuant to Article 37.07.

Should an employee fail to make an election from (i), (ii), (iii), (iv) or (v) above within thirty (30) days of being notified that no vacancy exists, or within thirty (30) days of refusing offers of placement, then that employee shall be deemed to have opted for item (i) above, and accordingly shall be deemed to have resigned.

- (d) An employee shall not accrue seniority while on layoff.

(e) **Recall**

- (i) Recall of regular employees shall be from the recall list in order of service seniority within the employee's Ministry seniority block or within the employee's Ministry in the geographic location, whichever is greater.
 - (ii) When a recall is for a period of four (4) months or longer, then upon the employee returning to work, the regular employee will be subject to and afforded the provisions of this agreement affecting regular employees.
 - (iii) When a recall is for a period of less than four (4) months, then upon the employee returning to work, the regular employee will be subject to and afforded the provisions of this agreement affecting auxiliary employees. Upon layoff the regular employee will be returned to the recall list as specified in (c)(2) above for a period of one (1) year from the effective date of layoff.
- (f) Notwithstanding Article 37.03(a), (c) and (e) above, employees to be placed, retained and/or recalled shall be qualified for and capable of performing the work which is available, after a period of familiarization.
- (g) Employees who assume a new position pursuant to 37.03(a)(ii), (c)(iv), (c)(v), or by virtue of their retention pursuant to (a)(i), shall be allowed reasonable time to familiarize themselves with their new duties and will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training. Employees shall receive their basic pay for the period of such training.
- (h) Employees who relocate pursuant to Article 37.03 shall be entitled to relocation expenses in accordance with Article 32.06(a).
- (i) Subject to Article 37.03(a)(iii), an employee shall remain at work and on pay until the steps under Articles 37.03(a) and 37.07 are completed provided the employee:
- (i) has cooperated in the placement process;
 - (ii) has opted for displacement; and
 - (iii) has not opted to use Article 37.03(c)(iv).

The provisions of this paragraph do not apply to employees who receive a layoff notice resulting from a seasonal reduction in the amount of work required to be done by the Employer.

***37.04 Severance Pay**

When a regular employee opts for and is entitled to receive severance pay, the severance pay will be calculated and paid in accordance with the following:

- (a) Regular employees with less than three (3) years service seniority will be entitled to an amount equal to one (1) week's current salary for each year of continuous service or major part thereof.
- (b) Regular employees with three (3) or more years service seniority will be entitled to severance pay based upon three (3) weeks current salary for each year of service.
- (c) When an employee receives severance pay, that employee will be deemed to have resigned from employment in the Public Service.

The employee will not receive an amount greater than twelve (12) months' current salary. If the employee's severance entitlement is the result of voluntary resignation pursuant to Article 37.01(c), the maximum amount will be six month's current salary.

***37.05 Early Retirement**

A regular employee who is age 55 years or older and is entitled to receive a pension under the *Pension (Public Service) Act*, 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 additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed that time that would be required to reach the employee's maximum retirement age.

37.06 Pay Out of Sick Leave

When an employee age 55 or older opts for severance pay or early retirement, the employee will also qualify in accordance with the Master Agreement, for an

amount equal to fifty percent (50%) of accumulated sick leave credits on the date of severance or retirement.

37.07 Displacement

When a regular employee has opted to displace another regular employee, the Employer will identify the least senior employee within the classification, Ministry, headquarters or geographic location, and the identified position will be offered to the employee in accordance with 1 through 8 below.

Displace Junior		Geographic		
	<u>Employee</u>	<u>Classification</u>	<u>Ministry</u>	<u>Location</u>
1	Displace	Same	Same	Same
2	Displace	- Comparable	Same	Same
3	Displace	Same	Other	Same
4	Displace	- Comparable	Other	Same
5	Displace	Same	Same	Other
6	Displace	- Comparable	Same	Other
7	Displace	Same	Other	Other
8	Displace	- Comparable	Other	Other

- (a) For purposes of this section, an employee may only displace a junior employee with less than three (3) years seniority.
- (b) For the purposes of 37.03 and 37.07:
- (i) the term + comparable is deemed to include a position with a salary range the maximum of which is not more than two percent (2%) higher than the maximum salary of the employee's current classification;
 - (ii) the term - comparable is deemed to include a position with a salary range the maximum of which is not less than fifteen percent (15%) lower than the maximum salary of the employee's current classification;
- (c) Should an employee not be able to displace another employee as a result of the operation of 37.07(a) above, then that employee shall re-elect the options of 37.03(c)(i), (ii), (iii) or (iv).
- (d) If an employee refuses a maximum of two (2) offers where the position offered is outside the employee's headquarters area or where the

classification is lesser, then the employee may elect between severance pay or early retirement. Should an employee fail to make such an election, the employee will be deemed to have elected severance pay.

37.08 Joint Committee

- (a) Within sixty (60) days of the signing of this agreement, a Joint Committee shall be constituted to provide for continuing consultation and co-operation between the parties with respect to the relocation, training and placement of employees who have three (3) or more years of seniority and who are subject to layoff.
- (b)
 - (i) The Joint Committee shall consist of four (4) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson.
 - (ii) The Chairperson shall be appointed jointly by the parties.
 - (iii) The Committee shall meet not less than once a month during working hours and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.
- (c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 37 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.
- (d) The Employer will make available to the Committee a monthly list of vacant positions by Ministry and geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 37 by classification, Ministry and geographic location.
- (e) The Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of Article 37.
- (f) The Joint Committee shall establish a list of "comparable" positions.

ARTICLE 38 - SECONDMENT

38.01 Definition

SECONDMENT means a process by which the Employer may assign an employee to another agency, board, society, commission, or Employer not subject to the *Public Service Labour Relations Act*.

38.02 Notice of Secondment

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

38.03 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.

38.04 Employer's Representative Designated to Handle Grievances at Second Step

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and the designated supervisor is not appointed to the Public Service, the employee will discuss the grievance with the employee's supervisor. Failing resolution, the employee may submit a written grievance, through a local representative nominated by the Union, to the second step of the grievance procedure.

ARTICLE 39 - TERM OF AGREEMENT

***39.01 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, April 4, 1998 and thereafter until a new agreement is reached or until a strike or lockout occurs.

39.02 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 Employer will not direct any lockout of employees and the Union 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 Employer to agree to terms or conditions of employment except in pursuance of Articles 2.07 and 39.01. Any employee authorizing, encouraging or participating in any such action may be subject to disciplinary action.

39.03 Notice to Bargain

- (a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (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 ninetieth (90th) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of Article 39.04 of this Agreement.

39.04 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 39.03 above, the parties shall, without delay, but in any case within fourteen (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.

39.05 Changes in Agreement

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

***39.06 Expiry Date of Subsidiary Agreement**

All terms and provisions of the Subsidiary Agreement, which is part of this Agreement in the form of an addendum (Addendum A), shall remain in effect until midnight, April 4, 1998 and thereafter until a new agreement is reached or until a strike or lockout occurs.

SIGNED ON BEHALF OF
THE UNION BY:

"Kathryn Danchuk"
Kathryn Danchuk
President
PEA

"Tom Volkers"
Tom Volkers
Vice-President
PEA

SIGNED ON BEHALF OF
THE EMPLOYER BY:

"John Mochrie"
John Mochrie
Commissioner
PSERC

"R. E. McEachern"
R. E. McEachern
Deputy Commissioner
PSERC

"A. M. Raymond"
A. M. Raymond
Senior Labour Relations Officer
PSERC

Agreement made this tenth day of May, 1996.

***ADDENDUM A - SUBSIDIARY AGREEMENT**

Effective January 1, 1997 the first step of the LSO1 salary range (grid level 4) is eliminated.

Effective November 30, 1997, there will be a one percent (1%) increase to all steps of the salary grid set out in Addendum A.

SALARY GRID EFFECTIVE DECEMBER 3, 1995:

Grid Level	BIWEEKLY				ANNUAL			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
1		1164.43	1233.39	1302.33		30,379	32,178	33,977
2		1208.02	1279.65	1351.26		31,516	33,385	35,253
3		1351.26	1433.94	1516.60		35,253	37,411	39,567
4	1383.22	1459.89	1541.06	1627.82	36,087	38,088	40,205	42,469
5	1592.87	1646.37	1702.61	1761.57	41,557	42,953	44,420	45,958
6	1641.89	1695.01	1707.79	1787.32	42,836	44,222	44,555	46,630
7	1690.92	1743.65	1807.45	1949.30	44,115	45,491	47,155	50,856
8	1807.45	1874.33	1941.20	2013.03	47,155	48,900	50,644	52,518
9	1884.70	1949.90	2030.03	2106.70	49,171	50,871	52,962	54,962
10	1961.95	2010.46	2084.85	2166.79	51,186	52,451	54,392	56,530
11	1982.76	2057.13	2125.72	2203.54	51,729	53,669	55,459	57,489
12	2082.24	2166.79	2240.69	2322.01	54,324	56,530	58,458	60,579
13	2203.54	2284.28	2342.49	2423.77	57,489	59,595	61,114	63,234
14	2240.69	2317.91	2397.38	2468.49	58,458	60,473	62,546	64,401
15	2335.76	2421.33	2483.04	2569.20	60,938	63,171	64,781	67,029
16	2522.74	2612.34	2698.51	2794.78	65,817	68,154	70,402	72,914

SALARY GRID EFFECTIVE NOVEMBER 30, 1997:

Grid Level	BIWEEKLY				ANNUAL			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
1		1176.07	1245.72	1315.35		30,683	32,500	34,317
2		1220.10	1292.45	1364.77		31,832	33,719	35,606
3		1364.77	1448.28	1531.77		35,606	37,785	39,963
4		1474.49	1556.47	1644.10		38,468	40,607	42,893
5	1608.80	1662.83	1719.64	1779.19	41,972	43,382	44,864	46,418
6	1658.31	1711.96	1724.87	1805.19	43,264	44,664	45,001	47,096
7	1707.83	1761.09	1825.52	1968.79	44,556	45,946	47,627	51,364
8	1825.52	1893.07	1960.61	2033.16	47,627	49,389	51,151	53,044
9	1903.55	1969.40	2050.33	2127.77	49,662	51,380	53,492	55,512
10	1981.57	2030.56	2105.70	2188.46	51,698	52,976	54,936	57,095
11	2002.59	2077.70	2146.98	2225.58	52,246	54,206	56,013	58,064
12	2103.06	2188.46	2263.10	2345.23	54,867	57,095	59,043	61,185
13	2225.58	2307.12	2365.91	2448.01	58,084	60,191	61,725	63,867
14	2263.10	2341.09	2421.35	2493.17	59,043	61,077	63,171	65,045
15	2359.12	2445.54	2507.87	2594.89	61,548	63,802	65,429	67,699
16	2547.97	2638.46	2725.50	2822.73	66,475	68,836	71,106	73,643

Note: Annual salaries are rounded to nearest dollar and reported for information only.

**ADDENDUM A - SUBSIDIARY AGREEMENT
ASSIGNMENT OF CLASSIFICATIONS TO SALARY GRID**

Classification Title	Grid	STEPS USED			
		Step 1	Step 2	Step 3	Step 4
Instructor Correspondence Schools 2	1		X	X	X
Instructor Correspondence Schools 3	2		X	X	X
Instructor Correspondence Schools 4	3	X	X	X	
*Licensed Science Officer 1	4	X	X	X	X
Physiotherapist 1	5	X	X	X	X
Teacher 4	5	X	X	X	X
Licensed Psychologist 1	6	X	X	X	X
Licensed Science Officer 2	7	X	X	X	X
Pharmacist 1	7	X	X	X	X
Physiotherapist 2	7	X	X	X	X
Veterinarian 1	7	X	X	X	X
Dental Officer 1	8	X	X	X	X
Pharmacist 2	8	X	X	X	X
Physiotherapist 3	8	X	X	X	X
Teacher 5	8	X	X	X	X
Licensed Psychologist 2	9	X	X	X	X
Accounting Officer 1	10	X	X	X	X
Inspector Technical Classes	10	X	X	X	X
Licensed Science Officer 3	10	X	X	X	X
Pharmacist 3	10	X	X	X	X
Physiotherapist 4	10	X	X	X	X
Veterinarian 2	10	X	X	X	X
Licensed Psychologist 3	11	X	X	X	X
Accounting Officer 2	12	X	X	X	X
Licensed Science Officer 4	12	X	X	X	X
Pharmacist 4	12	X	X	X	X
Physiotherapist 5	12		X	X	X
Veterinarian 3	12	X	X	X	X
Licensed Psychologist 4	13	X	X	X	X
Dental Officer 2	14	X	X	X	X
Licensed Science Officer 5	14	X	X	X	X
Veterinarian 4	14	X	X	X	X
Licensed Psychologist 5	15	X	X	X	X
Dental Officer 3	16	X	X	X	X

"X" Denotes Salary Step Applies

* Effective January 1, 1997 - Step 1 of Licensed Science Officer 1 will be deleted.

APPENDIX A - DEFINITIONS

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

1. ABSENCE WITH PAY (See LEAVE OF ABSENCE WITH PAY).
2. ABSENCE WITHOUT PAY (See LEAVE OF ABSENCE WITHOUT PAY).
3. BARGAINING AGENT means either the Professional Employees Association or the Treasury Board represented by the Public Service Employee Relations Commission, as the context may require; and in the plural, both.
4. BARGAINING UNIT means the unit described in Section 4(b) of the *Public Service Labour Relations Act*, and includes all the employees for whom the Professional Employees Association has been certified by the Labour Relations Board as the bargaining agent.
5. BASIC SALARY (See PAY).
6. CONTINUOUS EMPLOYMENT means uninterrupted employment in the Public Service.
7. CONTINUOUS SERVICE (See CONTINUOUS EMPLOYMENT).
8. DAY means a calendar day, except as otherwise specified.
9. 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.
10. DEMOTION means a change from one position to another position with a lower maximum compensation.
11. DURATION WORK (See PROJECT EMPLOYEE).
12. EMPLOYEE means a person who is appointed to office under the *Public Service Act*, 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) AUXILIARY EMPLOYEE - meaning an employee who is employed for work which is not of a continuous nature, such as:
 - (i) seasonal positions;
 - (ii) temporary positions created to cover employees on vacation, short term illness or injury or long term disability or weekly sickness indemnity, education leave, or any other leave; or
 - (iii) temporary positions created by special programs such as the summer student employment program, winter works program for the unemployed, emergencies such as floods, or other special temporary programs.

EMPLOYEE does not include:

- (a) persons excluded by Section 1 of the *Public Service Labour Relations Act*; or
 - (b) incumbents of managerial or confidential positions mutually excluded by the parties.
13. EMPLOYER means either the Government of British Columbia represented by the Public Service Employee Relations Commission or a ministry of the Government of British Columbia, as the context may require.
14. FIELD STATUS means the status of employees who are normally required to work away from their point of assembly and who do not, on a day-to-day basis, work in an office, institution or some other similar fixed location which is their normal point of assembly.
15. GEOGRAPHIC LOCATION (See HEADQUARTERS).

16. HEADQUARTERS means that area within a radius of thirty-two (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.
17. HOLIDAY means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
18. HOURS OF OPERATION means the hours established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit concerned.
19. LEAVE OF ABSENCE WITH PARTIAL PAY means absence from work with the Employer's permission and with receipt of a portion of pay.
20. LEAVE OF ABSENCE WITH PAY means absence from work with the Employer's permission and with receipt of pay.
21. LEAVE OF ABSENCE WITHOUT PAY means absence from work with the Employer's permission but without receipt of pay.
22. LICENSING BODY means an association that has statutory authority to license a person to practise a particular profession.
23. LOCAL REPRESENTATIVE means an employee designated by the Union to represent other employees within a particular geographic jurisdiction and to assist them in such matters as the handling of grievances.
24. PARTY means either the Professional Employees Association or the Treasury Board represented by the Public Service Employee Relations Commission, as the context may require; and in the plural, both.
25. PAY means rate of compensation for the job as stipulated in the Subsidiary Agreement, including add-to-pay resulting from salary protection. A part-time employee will receive the rate of compensation on a pro-rata basis.
26. PROBATION - for an employee means that period outlined in Section 9 of the *Public Service Act*.

- 27. PROJECT EMPLOYEE means an employee who joins the Public Service solely to participate in a particular area of work which is not part of the regular activity of the Public Service and which will terminate upon accomplishment of certain pre-determined objectives.
- 28. PROJECT WORK (See PROJECT EMPLOYEE).
- 29. PROMOTION means a change from one position to another with a higher maximum compensation.
- 30. PUBLIC SERVICE means the Public Service of British Columbia.
- 31. RATE OF PAY (See PAY).
- 32. REGULAR EARNINGS (See PAY).
- 33. REGULAR RATE OF PAY (See PAY).
- 34. REGULAR SALARY (See PAY).
- 35. RELOCATION means a long-term movement of an employee from one geographic location to another.
- 36. RESIGNATION means voluntary termination by an employee on a specified date.
- 37. SALARY (See PAY).
- 38. SPLIT SHIFT means a shift in which there is a break of a number of hours within the working hours.
- 39. TRANSFER means either a change from one position to another with the same maximum compensation or a relocation, as the context may require.
- 40. TRAVEL STATUS is as defined in Information Appendix B.
- 41. UNION means the Professional Employees Association.

- 42. WORK DAY means a period of twenty-four (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.
- 43. WORK SCHEDULE means a pattern of work hours established through mutual agreement to meet the hours of operation.
- 44. WORK UNIT means a group of employees carrying out a distinct aspect of a Ministry's overall operation.
- 45. WORKING DAY (See WORK DAY).

***APPENDIX B - EXCLUSIONS**

June 20, 1974 - Master Collective Agreement No. 1

Department of Agriculture:

- Director, Production and Marketing Services
- Director, General Services
- Director, Special Services
- Director, Policy and Planning
- Head, Veterinary Branch
- Head, Entomology Branch
- Head, Engineering Branch
- Head, Farm Financial Services
- ARDA Co-ordinator
- Head, Property Management Branch
- Head, Development and Extension Branch
- Head, Horticulture Branch
- Head, Markets Branch

Forest Service:

- Assistant Chief Forester
- Director of Services
- District Forester, Kamloops
- District Forester, Nelson
- District Forester, Prince George
- District Forester, Prince Rupert
- District Forester, Vancouver
- District Forester, Williams Lake
- Forester i/c Protection Division
- Forester i/c Engineering Division
- Forester i/c Reforestation Division
- Manager, Special Studies Division
- Forester i/c Inventory Division
- Forester i/c Research Division
- Forester i/c Timber Division
- Forester i/c Range Division
- Director of Forest Service Training School

Health Services:

- Director, Division of Environmental Engineering

Director, Division of Dental Health Services

Department of Finance:

Director, Income Tax

Director, Consumer Taxation

Department of Highways:

Chief Highway Engineer, Victoria

Chief Planning Engineer, Victoria

Senior Maintenance Engineer, Victoria

Senior Bridge Engineer, Victoria

Director of Highways Design and Surveys, Victoria

Senior Geotechnical and Materials Engineer, Victoria

Services Engineer, Victoria

Regional Highway Engineer, Burnaby

Regional Highway Engineer, Kamloops

Regional Highway Engineer, Nelson

Regional Highway Engineer, Prince George

Lands Service:

Assistant Deputy Minister

Director of Surveys and Mapping

Director of Land Management

Chief, Legal Surveys Division

Chief, Field Operations Division

Chief, Map Production Division

ELUC Secretariat:

Inventory Co-ordinator

Water Resources Service:

Comptroller of Water Rights

Director, Pollution Control Branch

Director of Water Investigations

Assistant Director of Pollution Control

Assistant Director of Water Investigations

Assistant Director of Pollution Control

Head, Engineering Division

Head, Coastal Division

Head, Regional Engineers Division

Head, Power and Major Licensing Division
Head, Planning and Surveys Division
Head, Water Utilities Division
Head, Municipal Division

Department of Mines and Petroleum Resources:
Chief Engineer, Engineering Division
Chief Inspector of Mines, Inspection Division, Mineral Resources
Chief Geologist, Geological Division, Mineral Resources

Department of Public Works:
Director of Client Projects (5 Positions)
Director of Operations

Department of Recreation and Conservation:
Chief, Engineering Division

Department of Transport and Communications:
Director, System Development and Regulation Branch
Director, Telecommunications Service

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April 18, 1978 - Master Collective Agreement No. 2

Ministry of Health:
Director of Psychology, Riverview Hospital
Unit Director, BC Youth Development Centre
Director, Integrated Services for Child and Family Development

Ministry of Human Resources:
Head, Psychology Department, Woodlands School
Director of Psychology, Glendale Lodge

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January 9, 1979 - by letter

Ministry of Finance:
Director of Operations, Deputy Commissioner for the Consumer Taxation
Branch
Audit Manager (Vancouver), Consumer Taxation Branch
Executive Director of Internal Auditors in the office of the Comptroller
General

Director of Special Projects in the office of the Comptroller General

Ministry of Health:

Dr. D. Fernandez, Research Officer 5

Dr. A. Gray, Director, Dental Health Services

Mrs. A.G. Lunney, Director of Activation Services at Pearson Hospital

Ministry of Mines and Petroleum Resources:

Chief Geologist

Deputy Chief Inspector of the Inspection Division

District Engineer, Charlie Lake

Ministry of Human Resources:

Director of Training and Education, Woodlands

Ministry of Education:

Executive Director, Metric Conversion

Ministry of Environment:

Director of Pesticide Control Branch

Chief of the Industrial Division

Supervising Surveyor in the Legal Surveys Branch

All of the Regional Engineers in the Pollution Control Branch (6 positions)

All of the Regional Engineers in the Water Rights Branch (4 positions)

Ministry of Recreation and Conservation:

Assistant Director, Park Systems Development

Ministry of Highways and Public Works:

Regional Highways Engineer, Nanaimo

Regional Highways Engineer, Terrace

Director of Paving

Director of Planning

Director of Traffic Engineering

Regional Maintenance and Operations Managers (Kamloops, Nelson and

Prince George - 3 positions)

Dock Engineer

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February 7, 1979 - by letter

Returned to Bargaining Unit:

Ministry of Health:

Director, Integrated Services for Child and Family Development (1)

February 14, 1979 - by letter

Ministry of Lands, Parks and Housing:

Acting Surveyor-General, and Assistant Chief, Legal Surveys Division 1

March 29, 1979 - Letter Decision, B.C. Labour Relations Board

Ministry of Attorney General:

Director of Provincial Classifications 1

June 6, 1979 - by letter

Ministry of Health:

Director, Sex Offenders Program, Forensic Psychiatric Services
Commission 1

December 13, 1979 - by letter

Ministry of Energy, Mines and Petroleum Resources:

Director, Conservation and Renewable Resources 1

December 14, 1979 (also May 14, 1979 and September 17, 1979) - by letter

Ministry of Forests:

Director, Information Services Branch

Director, Valuation Branch

Director, Recreation Branch

Director, Planning Branch

Manager of Nurseries

Manager, Silviculture, Silviculture Program

Manager, Seed Production, Silviculture Branch

Nursery Administration Officer, Silviculture Branch (3 positions)

Manager, Depletion and Update Section, Inventory Branch

Manager, Growth and Yield Section, Inventory Branch
 Manager, Technical Development and Operations Section, Inventory
 Branch
 Manager, Tree Improvement and Physiology, Research Branch
 Manager, Resource Development Section, Engineering Branch
 Manager, Resource Statistics, Inventory Branch 16

October 29, 1980 - by letter

Ministry of Agriculture and Food:
 Program Advisor, Assistant Deputy Minister's Office, Field Operations
 Division 1

April 14, 1981 - Master Collective Agreement No. 4

Ministry of Transportation and Highways:
 Regional Construction Engineer (Burnaby, Kamloops, Nelson, Terrace - 4
 positions)
 Regional Paving Engineer (Kamloops, Nelson, Nanaimo, Terrace - 4
 positions)
 Regional Design and Survey Engineer (Nelson, Prince George - 2
 positions)
 Chief Inspection Engineer

Ministry of Energy, Mines and Petroleum Resources:
 Senior Geologist (Applied Geology)
 Senior Geologist (Project Geology)

Ministry of Forests:
 Research Officer i/c Cowichan Lake Research Station
 Staff Specialist
 Manager, Surveys and Construction

Ministry of Human Resources:
 Director of Psychology (Tranquille)

Ministry of Labour:
 Director/Chief Inspector, Boiler and Pressure Vessel Safety Branch
 Director/Chief Inspector, Gas Safety Branch
 Director/Chief Inspector, Electrical Safety Branch 20

February 11, 1982 - by letter

Ministry of Transportation and Highways:
Regional Design and Survey Engineer (Terrace) 1

April 14, 1982 - by letter

Ministry of Energy, Mines and Petroleum Resources:
Director, Technology Branch, Energy Resources Division 1

June 19, 1984 - Master Collective Agreement No. 5

Ministry of Agriculture:
Manager, Computer Systems

Ministry of Finance:
Manager, Corporation and Capital Tax
Manager, Logging and Mining Tax

Ministry of Forests:
Manager, Tree Improvement 4

November 26, 1984 - by letter

Ministry of Energy, Mines and Petroleum Resources:
Manager, Inspection Services, Inspection and Engineering Branch, Mineral
Resources Division (3 positions) 3

August 14, 1985 - by letter

Ministry of Agriculture and Food:
Director, Agricultural Credit Branch
Director, Farm Income and Crop Insurance Branch 2

November 16, 1986 - Master Collective Agreement No. 6

Ministry of Environment:
Manager, Program Management and Evaluation Section, Waste
Management Branch

Ministry of Transportation and Highways:

Regional Geotechnical and Materials Engineer (Burnaby, Kamloops,
Nanaimo, Nelson, Prince George, Terrace - 6 positions) 7

June 1, 1989 - Master Collective Agreement No. 7

Ministry of Agriculture and Fisheries:

Director, Policy Analysis

B.C. Mental Health Society:

Manager, Pharmacy Services

Ministry of Forests:

Manager, Small Business Forest Enterprise Program

Manager, Forest Renewal

Manager, Forest Productivity and Decision Aids Research

Manager, Integrated Resource Management Research

Ministry of Transportation and Highways:

Supervising Geotechnical Engineer 7

November 1, 1989 - by letter

Ministry of Transportation and Highways:

Regional Manager, Professional Services (Burnaby, Kamloops, Nelson,
Prince George, Terrace, Nanaimo, - 6 positions) 6

February 21, 1992 - by letter

Ministry of Energy, Mines and Petroleum Resources:

Manager, Reservoir Engineering

Manager, Developmental Engineering

Manager, Mapping and Resource Evaluation

Ministry of Forests:

Manager, Timber Pricing

Manager, Timber Tenures 5

November 21, 1995 - by letter

Forest Sector Initiatives Manager
- one in each region

6

Total Number of Exclusions, 1974 through 1995

200

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

(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 5½-hour days), then the employee's minimum proportional equivalent shall be

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

(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

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

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 7 years of continuous service, vacation entitlement for the month concerned shall be

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

***APPENDIX D - SENIORITY BLOCKS**

1. Ministry of Agriculture, Fisheries and Food

- by licensed profession, by geographic location, as follows:

Agricultural Engineers (Bio-Resources)

Agrologists

Animal Science

Economics

Entomology

Food Science

Plant Pathology

Plant Science

Soils Science

Veterinary Science

2. Ministry of Attorney General

- by licensed profession, by geographic location, as follows:

Teachers

3. B.C. Mental Health Society

- by licensed profession, by geographic location, as follows:

Dentists

Pharmacists

Physiotherapists

Psychologists

Teachers

4. Ministry of Employment and Investment

- by licensed profession, by geographic location, as follows:

Agrologists

Civil Engineers

Electrical Engineers

Geological Engineers/Geoscientists
Mineral Geology
Petroleum Geology
Geophysical Engineers
Mechanical Engineers
Mining Engineers
Petroleum Engineers

5. Ministry of Environment, Lands and Parks

Environment

- by licensed profession, by geographic location, as follows:

Agricultural Engineers
Agrologists
Biomedical Engineers
Chemical Engineers
Civil Engineers
Environmental Engineers
Foresters
Geological Engineers
Geophysical Engineers
Hydrogeological Engineers
Mechanical Engineers

Lands and Water

- by licensed profession, by geographic location, as follows:

Agricultural Engineers
Agrologists/Foresters (Land Officers)
Civil Engineers
Geological Engineers
Mechanical Engineers
Surveyors

NOTE: Notwithstanding the above, employees in the Hydrology and Water Management branches within the Lands and Water Division shall be considered to be included in the applicable Environment Division Block for purposes of layoff and recall until December 31, 1997.

6. Ministry of Finance and Corporate Relations

- by licensed profession, by geographic location, as follows:

Geologists
Professional Accountants (CA, CGA, RIA)
Pharmacists

7. Ministry of Forests

- by licensed profession, by geographic location, as follows:

Agricultural Engineers
Agrologists
Range
Civil/Forestry Engineers
Geoscientists
Mechanical Engineers
Structural Engineers

Except Foresters, which shall be as follows:

At Victoria

Forestry Division Services Branch
Policy and Planning Division
Protection Branch and Business Design Branch
Range, Recreation and Forest Practices Branch
Research Branch
Resource Tenures and Engineering Branch and
Enforcement Branch
Resources Inventory Branch
Revenue and Corporate Services Division
Silviculture Practices Branch and Nursery and Seed
Operations Branch
Timber Supply Branch

At Other Geographic Locations

Forest Science Research
Others

8. Ministry of Health

- by licensed profession, by geographic location, as follows:

Agrologists
Architects
Dentists
Engineers
Pharmacists
Physiotherapists
Professional Accountants (CA, CGA, RIA)
Psychologists

9. Ministry of Municipal Affairs and Housing

- by licensed profession, by geographic location, as follows:

Architects
Civil Engineers
Electrical Engineers
Mechanical Engineers
Boiler and Pressure Vessels
Elevating Devices
Gas Safety

10. Provincial Capital Commission

- by licensed profession, by geographic location, as follows:

Architect(s)

11. Ministry of Social Services

- by licensed profession, by geographic location, as follows:

Dentists
Pharmacists
Physiotherapists
Professional Accountants (CA, CGA, RIA)
Psychologists

Teachers

12. Tillicum and Veterans Care Society

Physiotherapists

13. Ministry of Transportation and Highways

- by licensed profession, by geographic location, as follows:

Civil Engineers

Electrical Engineers

Geological/Geophysical/Mining Engineers

Geoscientists

Mechanical Engineers

Structural Engineers

**MEMORANDUM OF AGREEMENT #1
CLASSIFICATION APPEAL PROCEDURE**

1. Pursuant to Article 33.02, the parties agree that Classification Referees shall be as agreed to from time to time. The cost of the referee's services shall be shared between the parties.
2. Employees shall have the right, in accordance with Article 33.02, to appeal their classification when the position they occupy is considered to be improperly classified.
3. The Union's submission to the referee, with a copy to the Public Service Employee Relations Commission shall include:
 - (a) Name of employee(s)
 - (b) Position title and P.M.S. number
 - (c) Ministry
 - (d) Location
 - (e) A copy of the Public Service Employee Relations Commission decision under 33.02 (d).
 - (f) For positions not covered by a point rating plan,
 - (i) the classification requested by the Union
 - (ii) an explanation of the duties the employee is required to perform which would conform to the classification sought
 - (iii) relevant classification specifications.
 - (g) Where a point rating plan has been used,
 - (i) details of the recommended rating
 - (ii) rationale to support the resulting change in classification level
 - (iii) comparison with the relative benchmark(s).

4. Within thirty (30) days of receipt of the Union's submission to the referee, the Public Service Employee Relations Commission may make a submission to the referee, with a copy to the Union, providing additional information in support of its decision.
5. In arriving at a decision, the referee is restricted to the application of one or the other of the two classification systems in effect for members of the bargaining unit: the "Licensed Science Officer" classification plan or the classification system applicable to other licensed professionals. Decisions will be based upon written submissions and hearings or meetings at which both parties may attend.
6. The referee shall confine judgements, to classifying or evaluating the positions being appealed against Classification Specifications or the Licensed Science Officer Evaluation Plan as applicable.
7. Recommendations on salary awards are not within the purview of the Classification Referee.
8. Recommendations shall be made as soon as possible and shall include the effective date of any reclassification or evaluation; however, such date shall not be prior to the date established under 33.02(d).

Licensed Science Officer Evaluation Plan Benchmarks

1. A joint committee shall be composed of four (4) employer representatives and four (4) employee representatives to:
 - (a) hear appeals to L.S.O. benchmark position's ratings;
 - (b) to establish ratings for new L.S.O. benchmarks;
 - (c) to recommend additions and deletions to the list of L.S.O. benchmarks to keep the L.S.O. Evaluation Plan viable.
2. The Committee may call upon additional persons for technical information and advice.
3. The quorum for a meeting shall be three (3) employer representatives and three (3) employee representatives. Should there be unequal representation

at a meeting, then only equal numbers representing each party shall be permitted to vote.

4. Employees required to attend meetings of this committee shall be granted leave with pay, but any expenses incurred by persons attending, in support of an employee appeal shall be borne by the Union and any expenses incurred by persons attending in support of the Employer shall be borne by the Employer. All other committee expenses shall be shared.
5. The committee's deliberations in accordance with these terms of reference shall result in recommendation to the principals.

Dated: June 1, 1989

***MEMORANDUM OF AGREEMENT #2
PRIVATIZATION**

A. DEFINITIONS

1. **PRIVATIZATION** means a disposition of assets and/or arrangements for the delivery of services identified in a minute of the Executive Council as a privatization.
2. **PRIVATIZATION IMPACT REVIEW COMMITTEE** means a committee of two (2) representatives of the Employer and two (2) representatives of the Union that will meet within ten (10) calendar days of the announcement of a planned privatization.
3. **PRIVATE EMPLOYER** means an employer other than the Government of the Province of British Columbia.

B. PRIVATIZATION IMPACT REVIEW COMMITTEE

1. The Privatization Impact Review Committee will meet to examine a privatization or planned privatization. The Employer will inform the Privatization Impact Review Committee of the number and work locations of employees affected by a privatization or a planned privatization.
2. The Privatization Impact Review Committee will meet to examine the privatization or planned privatization to determine the impact of the privatization upon Union members.
3. Within fourteen (14) days of meeting pursuant to paragraph B(2), members of the Privatization Impact Review Committee may make a written report to the Deputy Minister of the Ministry in which a privatization or a planned privatization will occur regarding the impact of the privatization or planned privatization upon Union members and may make written recommendations intended to ameliorate the impact of privatization upon the Union members.

C. EMPLOYEE OPTIONS

1. In the event that a privatization proceeds and the service and/or operation is privatized, employees who have been offered continued employment

with the private Employer will have the option of remaining employees of the Employer in accordance with this memorandum, or becoming employees of the private employer.

2. Regular employees affected by privatization who have not been offered continued employment with the private employer shall be placed in vacancies in accordance with their service seniority as follows:

- (a) The employee shall be offered an available comparable vacancy which the employee has the skill and ability to perform after a period of job orientation. Unless varied by the Joint Committee, acceptance or rejection of such a comparable vacancy shall be made within seven (7) days of receipt of notification, failure of which will constitute refusal of placement.
- (b) If an employee cannot be placed in accordance with (a) above, the employee shall be offered an available comparable vacancy which the employee will be able to perform with a period of training and familiarization. Unless varied by the Joint Committee, acceptance or rejection of such a comparable vacancy shall be made within (7) seven days of receipt of notification, failure of which will constitute refusal of placement.
- (c) The Joint Standing Committee under Section D of this memorandum shall provide for continuing consultation and cooperation between the parties and shall assist with the placement of employees in accordance with this memorandum.
- (d) If the employee is not placed under (a), (b) or (c) above the employee may select either:
 - (i) Temporary assignment to a job within the geographic limitations developed by the Joint Standing Committee for a period of six (6) months from the date the employee opted pursuant to (c)(1). In such circumstances the employee's rate of pay shall be maintained and any negotiated increases shall apply for the period of the temporary assignment; or,

- (ii) Severance pay based upon three (3) weeks current salary for each year of completed service to a maximum of twelve (12) months current salary.
 - (e)
 - (i) If an employee refuses one (1) job offer in the same classification and the same geographic location, the employee will be deemed to have resigned but may, if eligible, claim early retirement.
 - (ii) If an employee refuses one (1) job offer in a difference classification in the same geographic location, and with a salary or maximum step pay range the same as the employee's existing position, the employee shall claim early retirement or severance pay as outlined in (d)(ii) above.
 - (iii) If an employee refuses a maximum of two (2) job offers in a different geographic location or with a salary or maximum step pay range comparable to the employee's existing position, the employee shall claim early retirement or severance pay as outlined in (d)(ii) above.
 - (iv) Upon the expiry of the six (6) month period referred to in (d)(i) above, should no comparable vacancy exist, the employee shall be deemed to have resigned employment and shall accept severance pay in accordance with (d)(ii) above.
 - (f) An employee who elects severance pay pursuant to 2(d) above or who receives severance pay pursuant to 2(e) above shall not be considered to be laid off under this collective agreement.
3. Regular employees affected by privatization who have been offered continued employment with the private employer but who elect to remain as employees of the Employer shall be placed in vacancies in accordance with their service seniority as follows:
- (a) The employees shall follow the procedures in 2(a), (b), (c) and (d)(i) above.
 - (b) Should the employee refuse placement under this provision, or should no comparable vacancy exist upon the expiry of the six (6)

month period referred to in 2(d)(i) above, the employee shall be deemed to have resigned from employment.

- (c) An employee who is deemed to have resigned pursuant to (3)(b) above shall not be considered to be laid-off under this collective agreement.
- 4.
- (a) A regular employee who continues employment with the private employer may, within twelve (12) months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purposes for such application only, employment with the Employer will be deemed to have been continued uninterrupted.
 - (b) If, within a three year period after a service or operation is privatized, the private employer providing such service or operation ceases such operation, then the Employer shall ensure, subject to (C)(6) below, that the privatized employee's employment is maintained.
 - (c) In the event that the first contract with the private employer is not renewed, then employees who had accepted continued employment shall have the right to bid back to comparable vacancies (subject to possession of required professional qualifications, skill and ability) with the Employer for the next twelve (12) month period.
5. In this memorandum "comparable" vacancy is a job which an employee is qualified to perform by virtue of his professional qualifications with a salary range of minus (-) fifteen (15) percent to plus (+) two (2) percent of the employee's original classification.
6. Where a privatization occurs, the Employer shall maintain contingency funds sufficient to satisfy an amount equivalent to severance pay existing at the date of privatization. This amount will be payable upon the occurrence of the circumstances referred to in 4(b) or (c) above where no placement occurs upon bid back [as per 4(c)] or where employment is not maintained [as per 4(b)].
7. Where an auxiliary employee either is not offered employment with the private employer or elects to remain an employee of the Employer, the Joint Standing Committee shall have the authority to place the auxiliary

employee in such manner as it deems fit in accordance with the principles of this Memorandum.

D. REFERRAL OF DISPUTES

1. The Joint Standing Committee provided for in Article 34 shall hear and determine any dispute between the parties over the application, interpretation, operation or alleged violation of this Memorandum.
2. Within sixty (60) days of the signing of this Memorandum, the parties shall jointly appoint a chairperson who shall preside over the hearing of any and all disputes referred to in paragraph 1 above.
3. The Joint Standing Committee shall not have the authority to amend, modify, or otherwise alter this Memorandum of Understanding or the Master Collective Agreement.
4. If the Joint Standing Committee is unable to resolve any disputes over the interpretation, application, operation or alleged violation of this Memorandum, and any dispute related to the placement of employees under Section C, the chairperson of this Committee shall, at the request of either party, sit as an arbitrator over any and all disputes pertaining to this Memorandum.
5. The Joint Standing Committee shall have the authority, in such circumstances as it deems appropriate, to relieve against the limitations contained in Section C(2)(d).
6. The provisions of Article 34.01 of this collective agreement are deemed to be of no force or effect to the extent that they may conflict with this Memorandum.

Dated: June 1, 1989

**MEMORANDUM OF AGREEMENT #3
TEACHERS**

In recognition of the fact that certain classes of teachers have been determined to be members of the Professional Employees Association, the parties to this Collective Agreement agree that the following terms and conditions of employment shall apply as exceptions to the Master Agreement between the Government of the Province of British Columbia and the Professional Employees Association to employees classified as Teachers:

1. Compensation

Notwithstanding the provisions of Articles 13, 15, 16, 17, 18, 20 and 21 of the Collective Agreement, the following provisions shall apply respecting Teachers' hours of work, overtime, standby, vacation and statutory holidays.

- (a) The regular annual scheduled work days shall be as set out by the official school year calendar of the Ministry of Education.
- (b) Articles 15, 16, 17 and 18 shall not apply to regular or auxiliary Teachers since base salary compensates for all hours worked (effective December 11, 1988).
- (c) Salaries for teachers shall be on an annual basis, payable in bi-weekly instalments and includes all annual vacation pay.
- (d) The provisions of Article 21 do not apply.
- (e) Teachers will be entitled to have those days identified as paid holidays in accordance with Article 20.01 of the collective agreement, however, Article 20.04 does not apply.
- (f) Salary and benefit entitlements for part-time employees and those employees who do not work a full year shall be on a pro rata basis.

EXAMPLE

Prorated = 26.0892857 x biweekly x $\frac{\text{number of days worked}}{\text{no. of work days in school year}}$
Entitlement salary

- (g) For the purposes of the administration of information Appendix A, (STIIP/LTD) 1.02(b), (2), (3), (4) & (5) have no application to Teachers given the terms of compensation for Teachers, including (b) above.
- (h) Teachers at Jericho Hill School who are required to perform coordinating functions in the elementary, secondary and off campus teaching areas shall receive a bi-weekly allowance of forty-six (46) dollars.

2. Teacher Appointment Status

- (a) On appointment, a teacher shall be placed on the salary scale on the basis of education and experience. Placement of a teacher on the salary scale may be interim pending receipt of the appropriate documentation. Where there is a question by the Employer as to the academic or training level achieved by an applicant, the Employer will seek guidance from the appropriate statutory authority responsible for assessing teacher qualification.
- (b) A teacher is obligated to furnish documentary evidence of past employment as a teacher. On the basis of this documentation the Employer will grant increment steps consistent with years of teaching experience. Where there is a question of what constitutes equivalent experience the Employer may seek guidance from the appropriate statutory authority.
- (c) Notwithstanding 32.03 for the purpose of increment levels, the following provisions shall apply:
 - (i) Eight months full time employment during one school year shall constitute one year's experience.
 - (ii) Two full-time periods of employment, each of six months duration, shall constitute one full year's experience. These shall be in two separate school years and be within a three year period.

3. Improved Qualifications

- (a) Proof of improved teaching qualifications may be submitted by a teacher to the appropriate administrative authority at any time during the school-year for evaluation and consideration.
- (b) Approved salary increases resulting from improved qualifications shall be paid as follows:
 - (i) If the documentation is received by October 31 and subsequently approved, the increase shall be paid as of September 1 of that year.
 - (ii) If the documentation is received by February 28 and subsequently approved, the increase shall be paid as of January 1 of that year.

4. Substitute Teachers

Substitute teachers shall be paid on a daily basis at the initial step of the salary scale for their certificate. If they are required to teach more than ten (10) consecutive school days they shall be paid at the rate of their certificate and experience for the balance of the appointment.

5. Resignations from Employment

- (a) A teacher may resign from employment with the government on June 30 or December 31 of any year by sending to the principal (or appropriate Excluded Manager) of their school or facility a written notice, not less than 30 days prior to these dates.
- (b) Notwithstanding (a) above, a teacher may resign with a shorter notice period or at a different time, with the express agreement of the employer.

Dated: June 1, 1989

**MEMORANDUM OF AGREEMENT #4
SAFEGUARDING VULNERABLE PEOPLE**

The parties recognize that within the Public Service there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Government's responsibility of safeguarding vulnerable people.

Vulnerable people include children, mentally ill, mentally retarded, or physically incapacitated adults.

Confidential Disclosures

Within twenty (20) days of a request by the Employer an employee shall provide the Employer with such authorization and information as the police may require in order to establish whether a record exists in areas of crime incompatible with such assignments.

The Employer shall not be entitled to consider police records other than those arising from the above mentioned crimes.

Refusal to provide the necessary information shall render the employee ineligible to work with vulnerable people. Upon failure or refusal to provide the necessary information the employee shall be given twenty (20) work days' notice of removal from the assignment. Such employees shall have the options outlined in Article 37. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

Where an employee provides false or misleading information, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

A third party will be responsible for the following:

1. To receive police records as requested by the Employer.
2. To forward such records to the Employer without information which identifies the employee while retaining a cross-reference means of identification.
3. Upon request of the Deputy Minister, to provide the employee name corresponding to a record and to notify the employee.

The third party shall be the same as that appointed to provide this function for the majority of unionized employees in the Public Service.

Where a Deputy Minister has called for an employee name, the employee shall have an opportunity to make written explanation regarding the record as it relates to the employee's suitability.

The decision that an employee is not cleared for work in a position of trust will be made by the Deputy Minister of the employing Ministry. Where the Deputy Minister has called for an employee name and decides that the record does not render the employee unsuitable, the record shall be destroyed.

Upon the decision of the Deputy Minister that an employee is not cleared for work with vulnerable people, the employee shall be given twenty (20) work days notice of removal from the assignment. Such employees shall have the options outlined in Article 37. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

The decision of the Deputy Minister shall be subject to the grievance procedure commencing at Step 3 within thirty (30) days of the written decision being received.

Dated: June 1, 1989

MEMORANDUM OF AGREEMENT #5
TELEWORK

The parties agree to establish a Joint Committee comprised of three (3) representatives of the Employer and three (3) representatives of the Union. The purpose of the Joint Committee shall be to monitor the progress of the implementation of Ministry Telework pilot projects.

Ministries and employees which participate in such pilot projects shall be governed by the following provisions:

- (a) For the purposes of these pilot projects:

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

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

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

- (b) (i) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.
- (ii) A telework arrangement may be terminated by either the employee or the Employer providing thirty (30) days' written notice to the other party.
- (c) (i) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.
- (ii) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.

- (iii) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.
- (d) No employee shall telework more than three (3) days a week without mutual consent of all parties.
- (e) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.
- (f) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (g) The employee is responsible to:
 - (i) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
 - (ii) ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
 - (iii) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
 - (iv) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
 - (v) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

NOTE: The Employer will develop a Telework policy that will include the employee's responsibility to pay the costs associated with maintaining the Teleworkplace.

***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 (6) months of active service with the Employer.
- (b) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five percent (75%) pay in any one calendar year.
- (c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days' entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210, 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 Employer's business, the employee shall be entitled to leave with pay up to one hundred fifty-two (152) days for any one claim in lieu of benefits as outlined in section 1.02.
 - (i) Employer and employee contributions and deductions for Superannuation and Employment Insurance will be maintained at the pre-claim level of deductions based upon the average contribution level during the six (6) pay periods immediately preceding the initial date of absence.
 - (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 W.C.B., 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 employer 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 Employer.

Note: The effective date of implementation of (d) above is August 1, 1996 for claims filed on or after that date. For claims filed prior to that date, the relevant terms of the Ninth Master Agreement continue to apply.

- (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 seven (7) months from date of absence (Short Term Plan Period).
- (b) The seventy-five (75) percent benefit may be supplemented in quarter day increments by the use of the following in descending order:
 - (i) Accumulated sick leave credit under the old sick leave plan;
 - (ii) Compensatory time off (CTO) where Article 15 is not applicable to that employee.
 - (iii) Banked earned time off (ETO), excepting where scheduled in a shift schedule;
 - (iv) Unused pre-retirement leave pursuant to Article 14 or unused time off where an employee has elected time off pursuant to Article 15 and such time off has not been paid out;
 - (v) Vacation entitlement.

1.03 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within fifteen (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 fifteen (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 seven (7) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working fifteen (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 seven (7) 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 seven (7) 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 Employer 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 (6) consecutive scheduled days of work;
- (iii) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer 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 fifty percent (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 $\frac{1}{4}$ day accumulation that is being used to supplement the plan, pursuant to Article 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 Employer;
- (b) Any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and W.C.B. 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 I.C.B.C. 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 I.C.B.C.

weekly indemnity payments, or personal insurance disability income benefits exceed either:

- (i) one hundred percent (100%) of pay, or
- (ii) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where 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 STIP benefits, the Employer 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 one hundred (100) percent 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 thirty (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 seven (7) month period remaining from the scheduled date of return to work.
- (h) 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 Employer

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

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

1.08 Entitlement

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

1.09 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 Employer.

1.10 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to 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 (2) 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 (2) months before the effective date of the layoff or separation.

PART II LONG TERM DISABILITY PLAN

***2.01 Eligibility**

- (a)
 - (i) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
 - (ii) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(i) above, or upon the completion of six (6) months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Article 35.10.
- (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) 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 seven (7) months, including periods approved in section 1.03(a) and (c), the employee shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and section 2.06 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (i) effective May 11, 1994 sixty-eight and three-tenths (68.3) percent of the first twenty-two hundred dollars (\$2,200.00) of monthly earnings; and
 - (ii) fifty (50) percent of the monthly earnings above twenty-two hundred dollars (\$2,200.00).

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short Term plan period, or an equivalent seven (7) month period.

- (c) 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.

- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group 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 a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an employee is in receipt of a benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Superannuation will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

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 two (2) years 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 Article 32.12 at the employee's basic rate at the date of disability.

After the first two years 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 seventy-five percent (75%) of the basic rate of the employee's own occupation, whichever is greater.

After the first two years 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 seventy-five percent (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 twenty-four (24) 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 the employee may earn in combination with benefits from this Plan up to eighty-five percent (85%) 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 eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount. "Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence. If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by the employee's doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

- (ii) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.
- (iii) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Article 2.02(a), the provisions of Article 2.03(c)(i) shall not apply until the employee is receiving a benefit under Article 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;
- (d) A disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.05 Pre-Existing Conditions

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

***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 Employer that provides disability or retirement income and;
- (c) Any amount of disability income provided by any compulsory act or law, and;
- (d) Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which 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 union 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 I.C.B.C. Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and I.C.B.C. Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (i) one hundred percent (100%) of basic pay; or
- (ii) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability,

whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of 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 L.T.D. benefits, the Employer 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 one hundred percent (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 Employer's share based on the same ratio as the Employer'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 Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (iii) Where the Employer 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

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

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

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

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 sixty-five (65) [sixty (60) for firefighters and correctional centre employees];
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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 eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this plan, becomes disabled, benefits under this plan will be based upon monthly earnings immediately prior to the current leave of absence.

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 Employer.

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 Employer. In the event a covered employee disputes the decision of the claims-paying agent

regarding a claim for benefits under this Plan, the employee may arrange to have the claim reviewed by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two.

Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

- (b) (i) Written notice of an appeal must be submitted within sixty (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 sixty (60) days in which to provide satisfactory medical evidence to support the claim.

In such circumstances the sixty (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 sixty (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 Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits

which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim 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 Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of 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 Article 2.03(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (GPSD 7). 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 Rehabilitation 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 Ministry who shall within ten (10) work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.
- (d) The Rehabilitation 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

Ministry 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 37 of the Master Agreement excluding displacement options pursuant to Article 37.07.
- (e) (i) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight (8) weeks, may be referred to the Rehabilitation 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 Rehabilitation 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 Ministry 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 Ministry has concerns with a recommendation made in accordance with (d)(iv) above, the concern will be reviewed with the Rehabilitation 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. MOBILE EMPLOYEES are those that occupy positions requiring assignment to a "temporary" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;
3. FIELD STATUS EMPLOYEES are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;
4. SEASONAL FIELD EMPLOYEES are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;
5. PERMANENT CAMP is a camp which will be established and occupied continuously for more than one year;

6. SEASONAL CAMP is a camp that will be established and occupied less than five months and is usually comprised of tents and, where feasible, trailers;
7. FLY OR SUB-BASE CAMP is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;
8. LOCAL HIRE is a person who is hired or is domiciled within 80 kilometres of the job site by means of the shortest road route;
9. 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 Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;
10. 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.
11. DEPENDANTS - For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income tax returns.
12. 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.
13. 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 or any Component 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) "Mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to 30 days at

the beginning of each assignment to enable them to arrange suitable longer term accommodation.

- (3) "Seasonal field" 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, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of 30 days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities.
- (4) Notwithstanding any provisions contained in subsection (3) (a), (b), or (c), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) Board 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 Employer in either Employer-operated camps or by means of local community services:

- (1) "Stationary" employees assigned to a temporary headquarters.
- (2) "Mobile" employees assigned to a temporary headquarters.
- (3) "Seasonal field" 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 Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

- (2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging were supplied by the Employer.
- (3) Where employees are entitled, the per diem living allowance will be twenty-nine dollars and fifty cents (\$29.50) per day for each calendar day in the month [effective April 1, 1997, thirty dollars and fifty cents (\$30.50); effective April 1, 1998, thirty one dollars and fifty cents (\$31.50)]. 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 W.C.B. 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 W.C.B. 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 Employer, 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 fifty percent (50%) of the per diem living allowance will be payable where the Employer 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, fifty percent (50%) of the per diem allowance will be payable where the employee and Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer'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 Union business.
 - (iv) Where employees are in receipt of STIP in excess of five (5) consecutive days, on approved WCB leave with pay in excess of five (5) consecutive days or on other approved leaves of absence with or without pay for periods in excess of five (5) consecutive days.

Where the employee and Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 \$230 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day.

Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 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 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 Employer'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 Employer 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 Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) 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 Employer 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 (7) 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 ($\frac{1}{2}$) 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 Employer 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 2.03, the employee will be reimbursed for the dependants' meals at the new location for a period of up to seven (7) 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 (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee not accompanied by dependants at the new location a living allowance of seventeen dollars (\$17.00) [effective August 1, 1997, eighteen dollars (\$18.00)] per day up to a maximum of thirty (30) days, or
- (b) The Employer shall pay an employee accompanied by dependants at the new location a living allowance of twenty-two dollars (\$22.00) [effective August 1, 1997, twenty three dollars (\$23.00)] per day up to a maximum of sixty (60) days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by any dependants 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 sixty (60) days.

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

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

- (a) Moving of household effects and chattels up to 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 \$50,000.
- (c) Where necessary, insured storage, up to two (2) months, upon production of receipts.

- (d) The packing and unpacking of the employee's household effects and chattels.
- (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) Four hundred dollars (\$400.00) [effective August 1, 1997, four hundred and twenty five dollars (\$425.00)] for a move not exceeding a distance of 240 kilometres;
 - (2) Seven hundred dollars (\$700.00) [effective August 1, 1997, seven hundred and thirty five dollars (\$735.00)] for a move which exceeds a distance of 240 kilometres;
 - (3) One hundred seventy-five dollars (\$175.00) [effective August 1, 1997, one hundred and ninety dollars (\$190.00)] where the employee is entitled to receive the amount pursuant to 2.07(d).
- (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 Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, 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 Employer under this section then the Employer shall also arrange and pay for the following:
 - (1) 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 Employer 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 four thousand dollars (\$4,000).
- (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of fifty thousand dollars (\$50,000).
 - (3) the setting up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
 - (4) 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 two thousand dollars (\$2,000) upon production of receipts.
- (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 Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) 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 Employer 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 Employer 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 - five hundred dollars (\$500.00)
- (b) When an employee is moving to rental accommodation in the new location - two hundred twenty-five dollars (\$225.00)
- (c) When an employee is moving with a mobile home - one hundred fifty dollars (\$150.00)
- (d) When an employee is moving to room and board - one hundred dollars (\$100.00)

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

2.08 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, 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 (1) 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 six thousand dollars (\$6,000), 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 one thousand dollars (\$1,000).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of a private dwelling house in which the employee lives after relocation will be paid in accordance with the following:
 - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price.
 - one-half of one percent (.5%) of any amount of the purchase price above forty thousand dollars (\$40,000).
 - the total cost to the Employer under part (c) shall not exceed nine hundred dollars (\$900).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land & private dwelling) and begins construction within 6 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 Employer to relocate (see Master Agreement 12.04) as a result of the Employer moving its operation from one geographic location to another, 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 dollars (\$15,000.00). 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 seventy-five dollars (\$75.00) 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 sixty (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
APPLICATION OF ISOLATION ALLOWANCE**

Pursuant to Article 32.07 of this Agreement, the following regulations are included for information purposes only and do not form part of this Agreement or the Subsidiary Agreements.

- (1) Isolation allowance is not payable at temporary headquarters while an employee is on travel expenses or receiving lodging or meal allowance or free board and lodging.
- (2) Isolation allowance is payable while an employee is at temporary headquarters and receiving living or travel expenses as in (1) above, if the employee is maintaining a family at the employee's permanent headquarters and that headquarters qualifies for an isolation allowance.

e.g. An employee, whose permanent headquarters is in the Forest District office at Prince Rupert and whose family is maintained at Prince Rupert, while working and receiving board at Babine Forest Development Project, will qualify for the Prince Rupert isolation allowance.

- (3) In case of a relocation between permanent headquarters, the isolation allowance begins, ceases, or changes with the effective date of the relocation for payroll purposes, and is not affected by temporary expenses on relocation payments or delays in moving family or effects.

**REVISED LOCATION INDEX
ISOLATION ALLOWANCE**

<u>Location</u>	<u>Points</u>
Alert Bay	14
Alexis Creek	18
Aleza Lake	21
Allison Pass	13
Anahim Lake	20
Arrow Park Ferry	13
Atnarko Camp	24
Atlin	34

Bamfield	20
Barkerville	20
Bear Lake	17
Beaumont (Beaumont Park)	11
Beaverdell	14
Bella Bella	23
Bella Coola	18
Berg Lake Trail	21
Big Bar Creek	18
Blue River	17
Bob Quinn Lake	33
Bowron Lake	20
Bridge Lake	11
Burns Lake	12
Carp Lake	21
Cassiar	24
Chetwynd	15
Clayhurst	16
Cold Water Camp	13
Cortes Island	12
Dease Lake	27
Dinan Bay	29
Driftwood	32
Edgewood	13
Fauquier	14
Fort Fraser	11
Fort Nelson	16
Fort St. James	13
Fraser Lake	11
Gold Bridge	17
Gold River	12
Good Hope Lake	30
Granisle (Babine Lake)	16
Hazelton	13
Hixon	13
Honeymoon Creek	23
Hornby Island	13
Horsefly	16

Houston	12
Hudson's Hope	16
Kitwanga	15
Lardeau	13
Lasqueti Island	13
Leo Creek	26
Liard River (Hot Springs)	39
Likely	19
Louise Island	32
Lovell Cove	30
Lower Post	35
Lucern Campsite	24
Lyell Island	32
McBride	15
McLeese Lake	11
McLeod Lake	21
Mackenzie	13
Mahood Falls	19
Malcolm Island (Sointula)	15
Masset	21
Meziadin Lake	25
Mica Creek	20
Mile 22 Highways Yard	13
Moberly Lake	15
Mount Le Moray	26
Muncho Lake	35
Naden Harbour	29
Nazko	20
New Denver	11
Nitinat	12
Ocean Falls	35
Ootsa Lake	20
Port Alice	14
Port Clements	27
Port Edward	13
Port Hardy	12
Port McNeill	13
Port Renfrew	17

Prespatou	22
Prince Rupert	13
Purden Lake	20
Queen Charlotte City	24
Red Pass Junction	18
Riske Creek	13
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Sayward	14
Sewell Inlet	29
Shalalth	13
Shelter Bay	16
Slim Creek	23
Smithers	11
Southbank	16
Stewart	21
Stum Lake	18
Tahsis	14
Tatla Lake	23
Tattoga Camp	35
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Telkwa	11
Tete Jaune	15
Tofino	14
Trout Lake	20
Tumbler Ridge	22
Tupper/Sudeten Park	18
Ucluelet	12
Valemount	15
Waglisla	23
Watson Lake	35
Wells	20
Wells Gray Park	14
Whiskers Point Camp	21
Woss Camp	15

**BI-WEEKLY PAY CONVERSION SCHEDULE
ISOLATION ALLOWANCE**

Based on six dollars and fifty cents (\$6.50) per point per month.

<u>Points</u>	<u>Bi-weekly Rate</u>
11	\$32.89
12	35.88
13	38.87
14	41.86
15	44.85
16	47.84
17	50.83
18	53.82
19	56.80
20	59.79
21	62.78
22	65.77
23	68.76
24	71.75
25	74.74
26	77.73
27	80.72
28	83.71
29	86.70
30	89.69
31	92.68
32	95.67
33	98.66
34	101.65
35	104.64
36	107.63
37	110.62
38	113.61
39	116.60

INFORMATION APPENDIX D
AUXILIARY EMPLOYEES DISABILITY INSURANCE

1.01 The provisions of Part I do not apply to auxiliary employees who are either:

- (a) enrolled full time as a student of a day school, college or a university, or
- (b) employed under employment incentive programs financed through public funds.

1.02 Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority with the same ministry. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the auxiliary 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 bi-weekly pay periods in which earnings occurred.

1.03 The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15) day of illness.

1.04 Full benefits will be reinstated:

- (a) in the case of new illness after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of auxiliary seniority with the same ministry;
- (b) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of auxiliary seniority with the same ministry.

1.05 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 fifteen (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 (2) months (or less) before the layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

- 1.06** The benefits described in this Appendix shall not be available to an auxiliary employee whose illness, injury or personal circumstances may be described by any one of the following conditions:
- (a) who is not under the care of a licensed physician,
 - (b) whose illness is occupational and is covered by Workers' Compensation,
 - (c) whose illness is intentionally self-inflicted,
 - (d) who is pregnant and with a pregnancy related illness during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) 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,
 - (e) whose illness results from service in the Armed Forces,
 - (f) whose illness results from riots, wars or participation in disorderly conduct,
 - (g) who is ill during a period of paid vacation,
 - (h) whose illness is sustained while committing a criminal offence,
 - (i) who is engaged in an employment for a wage or profit,
 - (j) who is ill during a strike or lockout at the place where employed if that illness commences during the strike or lockout,
 - (k) who is serving a prison sentence,

- (l) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because the employee is not in Canada,
- (m) 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.

***INFORMATION APPENDIX E
T.B.O. - 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 Employer, but travel status does not apply to an employee temporarily assigned to a position outside of the designated headquarters or to a field status employee.

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

- (1) The meal allowance shall be:

	Effective <u>Aug 1/96</u>	Effective <u>Jan 1/98</u>
Breakfast	\$8.25	\$8.50
Lunch	\$10.00	\$10.25
Dinner	\$18.75	\$19.25

- (2) The meal allowance covers expenses incurred through meal purchases.
- (3) 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)(1) above.

(b) Private Vehicle Allowance

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

Effective August 1/96 -	37¢/km
Effective August 1/95 -	38¢/km

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

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

(c) Acceptable Parking Charges

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

(d) Transportation

- (1) Where transportation, other than a private vehicle, is required, reimbursement will be in accordance with Treasury Board Directives.
- (2) Where transportation by commercial carrier(s) has been designated as the mode of travel by the Employer and the employee requests to use a private motor vehicle instead, and the Employer 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.

- (3) 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

- (1) Reimbursement of accommodation expenses will be in accordance with Treasury Board Directives.
- (2) Reimbursement of thirty dollars (\$30) 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:

(1) Telephone Calls

Where overnight accommodation is required, one (1), five (5) minute telephone call to the employee's home in British Columbia for each night away.

(2) Porterage

Reimbursement for porterage may be claimed as follows:

- 50¢ maximum upon arrival at hotel
- 50¢ maximum upon departure from hotel

(3) Drycleaning

Claims for full drycleaning, valet or laundry expenses for every seven (7) days away from headquarters or geographic location will be reimbursed in accordance with Treasury Board Directives.

***INFORMATION APPENDIX F**
Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 30.04 are as follows:

1. Death must be "expected" within twelve (12) 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 and should be accompanied by evidence of financial need.
3. Authorization from the employer must be submitted with the employee's request.
4. The amount of the payment will be fifty (50) percent of the life insurance coverage, subject to a maximum of forty thousand (40,000) dollars.
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.

***INFORMATION APPENDIX G**
Severely Isolated Locations (Article 32.14)

Alice Arm	Mahatta River
Anahim Lake	Masset
Atnarko Camp	Meziadin Lake
Atlin	Muncho Lake
Bella Coola	Naden Harbour
Bob Quinn Lake	Nass Valley
Cassiar	Ocean Falls
Chamiss Bay	Mile Creek
Dease Lake	Port Clements
Dinan Bay	Queen Charlotte City
Driftwood	Racing River
Germansen Landing	Sewell Inlet
Good Hope Lake	Stewardson Inlet
Hyland River	Stone Mountain Park
Ingenika	Summit Lake (Alaska Highway)
Kemano	Tatla Lake
Kingcome Inlet	Tattoga Camp
Kledo Creek	Telegraph Creek
Leo Creek	Toba Inlet
Liard River (Hot Springs)	Waglis
Louise Island	Ware
Lovel Cove	Watson Lake
Lower Post	Welwood Camp

Locations affected by Article 32.14(d):

Buckinghorse River
Fort Nelson
Prophet River
Stewart

**LETTER OF UNDERSTANDING #1
SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN**

**A. SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN
MATERNITY LEAVE**

1. The objective of the Supplemental Employment Benefit (SUB) plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Article 26.01.
2. The maximum number of weeks for which SUB Plan benefits are payable is seventeen (17) weeks.
3. 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.
4. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.
5. 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 EMPLOYMENT BENEFIT PLAN
PARENTAL LEAVE**

1. The objective of the Supplemental Employment Benefit (SUB) plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Article 26.03.
2. The maximum number of weeks for which SUB Plan benefits are payable is ten (10) weeks.
3. 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.

4. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.
5. 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**
Auxiliary Employees

The Employer agrees to meet with a PEA representative to review the circumstances of the auxiliary employees named in the list provided by the PEA on April 3, 1996 as specified below:

- (a) the review date shall occur in January 1997;
- (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 first day of the month following the date of signing of the Tenth Master Agreement. Such adjustment shall be for future application only.

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