

COLLECTIVE AGREEMENT

between the

BC SAFETY AUTHORITY

and the

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

Effective from January 1, 2009 to December 31, 2011

13184 (03)

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. Government Employees' Union was certified by the Labour Relations Board of British Columbia on March 8, 1974, and includes all the employees for which the Union was certified in the Successorship for the BC Safety Authority (April 1, 2004);
 - (2) "*basic pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
 - (3) "*CEO*" - means the CEO of the BC Safety Authority;
 - (4) "*child*" - wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
 - (5) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
 - (6) "*continuous employment*" or "*continuous service*" - means uninterrupted employment in the BC Safety Authority subject to the provisions of Clause 11.3;
 - (7) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
 - (8) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
 - (9) "*employee*" - means a member of the bargaining unit and includes:
 - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*casual employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
 1. positions created to carry out special projects or work which is not continuous;
 2. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
 3. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
- "*employee*" does not include:
- (a) excluded persons pursuant to Clause 2.1;
 - (b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;
- (10) "*Employer*" - means the British Columbia Safety Authority (Authority);
- (11) "*First Nation*" - for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments;

(12) "*headquarters or geographic location*" - is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties. For the purposes of Articles 12.9, 14 and relocation expenses arising there from, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometres (32 kilometres in the GVRD or CRD) of where an employee ordinarily performs their duties.

When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

(13) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;

(14) "*hours of operation*" - are the hours established by the Authority to provide adequate service to the public and to fulfil the functions of the work unit;

(15) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Authority and does not include meal breaks, lodging time, or time spent other than travelling;

(16) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(17) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Authority, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 14—Layoff and Recall or Article 29—Casual Employees;

(18) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;

(19) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;

(20) "*probation*" - for an employee means that period of probation immediately following hiring or promotion until he/she has worked the equivalent of three months full-time employment except where licensing requirements must be met, in which case the period shall be the equivalent of six months full-time employment. Extension of the probation period is possible if deemed necessary by the Human Resources Strategic Leader or designate.

(21) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;

(22) "*relocation*" - refers to the movement of an employee from one geographic location to another;

(23) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;

(24) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;

(25) "*spouse*" - includes husband, wife and common-law spouse; including same sex spouse;

(26) "*termination*" - is the termination of an employee for cause pursuant to Article 10—Discipline, Suspension and Dismissal, Article 11—Seniority, or Article 29—Casual Employees;

(27) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on business with the approval of the Authority, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location;

(28) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);

- (29) "workday" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (30) "work schedule" - means the roster of work hours and days to meet the annual hours of work;
- (31) "work unit" - means a group of employees that work within a department or technology, by region.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The parties recognize that the British Columbia Safety Authority has been established to foster safety in the design, manufacture, construction, installation, operation, maintenance and use of technical products, equipment and systems. Through the Authority's legislation, regulation and the significant contribution of its staff, the objective is to ensure British Columbia is a leader in innovative safety service delivery.
- (b) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Authority and the Union within the framework provided by the law.

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Respectful Work Environment

The parties recognize that Authority employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. Work environment includes office-related functions, work assignments outside the office and any technology-based communication such as telephone or email.

1.6 Definitions of Discrimination/Harassment

- (a) Grounds for discrimination include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, illness, gender, sexual orientation, age or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.
- (b) Harassment is any conduct – verbal, physical or by innuendo that is likely to cause offense or humiliation to any person within the context of (a) above.
- (c) Inappropriate behaviour, generally, may be an incident or a series of incidents of any direct or indirect conduct, comment, suggestion, gesture or communication, which:
- (1) is likely to cause offense, humiliation or intimidation to any employees;

- (2) is unwanted or unwelcome whether intentional or unknowing;
- (3) includes but is not limited to misuse of position of authority, subordinate/power relationships;
- (4) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities;
- (5) interferes with an individual's job performance;
- (6) has the effect of creating a poisoned or hostile working environment.

This list is not exhaustive.

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

1.7 Procedures

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

- (a) Before proceeding to a formal complaint, an employee who believes he or she has a complaint of discrimination or harassment may approach the parties involved. Pursuant to Clause 1.5, every effort shall be made to address and resolve such a complaint at the local level and in a timely manner. If more than one incident occurs, the employee should keep a written record of dates times, the nature of the behaviour, and witnesses, if any.
- (b) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach a union steward and local manager to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter remains unresolved, an employee (complainant) may submit a complaint in writing within six months of the latest alleged occurrence to Human Resources. Upon receipt of the written complaint, the Authority shall notify in writing the designated union representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Authority.
- (d) The Authority will investigate the complaint using either a senior manager, human resources consultant or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Vice-President – Human Resources within 15 days of receipt of the complaint. The Vice-President – Human Resources shall, within 10 days of receipt of the report, determine what action, if any, should be taken. The union representative, the complainant and the respondent shall be notified of the resolution.
- (e) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.
- (f) Both the complainant and the respondent shall be given the option of having a steward present at the meeting held pursuant to the above investigation.
- (g) In the case of alleged harassment by a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Authority shall not require the employee to conduct business with an alleged offender.
- (h) Where either the complainant or the respondent is not satisfied with the resolution, they shall have the right to file a grievance at Step 3 of the grievance procedure.

- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Authority may take appropriate action, up to and including dismissal.
- (j) This article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*. A complaint of discrimination or harassment shall not form the basis of a grievance.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions. The parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of policy or in the process of employer-employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
 - (1) position incumbents who perform the functions of a manager or superintendent, or
 - (2) position incumbents who are employed in a confidential capacity in matters relating to labour relations or personnel, or
 - (3) position incumbents employed in a confidential planning or advisory position in the development of management policy for the Authority, or
 - (4) sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Authority shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.
- (d)
 - (1) When the Authority wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Authority will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
 - (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position. Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
 - (3) If no agreement is reached or if no response is received from the Union within 90 days of the date of notification in (1) above, the Authority may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
 - (4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.
 - (5) The Authority shall provide to the Union on an annual basis a list of excluded positions and incumbents.

2.2 Bargaining Agent Recognition

The Authority recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, and varied by successorship on April 1, 2004 applies.

2.3 Correspondence

- (a) The Authority agrees that all correspondence between the Authority and the Union related to matters covered by this Agreement shall be sent to the President of the Union or their designate.
- (b) The Authority agrees that a copy of any correspondence between the Authority official and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of this Agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Authority recognizes the Union's right to select stewards to represent employees. The Authority and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Authority with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Authority.

2.7 Bulletin Boards

The Authority shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

(a) *Without Pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
- (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.3.

(b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Authority.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Authority for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Authority with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Authority agrees that any of the above leaves of absence shall not be unreasonably withheld.

(d) The Authority shall grant, on request, leave of absence without pay:

- (1) for employees selected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.11 Union Meetings

(a) Employees may attend a meeting with the President or their designate at their worksite on a mutually agreed date.

(b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.

(c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

(d) Upon receipt of a written request, the Authority shall allow reasonable time at the conclusion of the agenda of any course, seminar, training function or meeting held by the Authority for a speaker from the Union.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 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 March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Authority shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Authority shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Authority shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Authority is obliged to deduct any amount under (a) above, the Union must advise the Authority in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Authority signed by the President of the Union. When the change cannot reasonably be accommodated by the Authority's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Authority with a reasonable notice period to implement any change.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Authority from the pay of the employees in the bargaining unit.

(g) The Authority shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - AUTHORITY AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

- (b) A new employee shall also be provided with:
 - (1) the name, location and work telephone number of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) The Union President or the Joint Consultation Committee Co-Chair shall be advised of the name, location and work telephone number of the new employee on the occasions when the Joint Consultation Committee meets.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the Authority with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Authority may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - AUTHORITY'S RIGHTS

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

ARTICLE 7 - AUTHORITY/UNION RELATIONS

7.1 Union and Authority Representation

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

7.2 Union Bargaining Committees

A union bargaining committee shall consist of employees who are representatives of the Union together with the President of the Union or designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Authority.

7.3 Union Representatives

- (a) The Authority agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Authority, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Authority.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Authority will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Authority agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Authority's premises and such access shall not interfere with the operations of the Authority.

(e) Notwithstanding Clause 7.3(d), the Authority agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Authority of their intention and purpose for entering the Authority's premises and such access shall not interfere with the operations of the Authority.

7.4 Technical Information

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

7.5 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The parties have agreed that a meeting shall occur to facilitate settlement at this step. The aggrieved employee shall have the right to have their steward present at such a meeting. If the dispute is not resolved at this meeting, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 30 days after the date:

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
- (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and

- (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Authority authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 21 days of receiving the grievance at Step 2, the representative designated by the Authority to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Authority to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Authority with regard to the facts and nature of the grievance. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

8.6 Failure to Act

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

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9—Arbitration, the President, or their designate, may inform the Authority of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Authority's decision has been received, or
- (b) 30 days after the Authority's decision was due.

8.8 Administrative Provisions

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted and received on the date they were delivered to the appropriate office of the Authority or the Union.

8.9 Dismissal or Suspension Grievances

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

8.10 Deviation from Grievance Procedure

- (a) The Authority agrees that, after a grievance has been initiated by the Union, the Authority's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) 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, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

8.11 Policy Grievance

- (a) Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Authority designate or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9—Arbitration.
- (b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

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

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.14 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may,

after exhausting the grievance procedure in Article 8—Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

9.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

(d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Board Procedure

(a) In this article the term "*Board*" means a single arbitrator.

(b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

9.4 Decision of Board

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

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

9.6 Expenses of Arbitration Board

Each party shall pay one-half of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

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

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL

10.1 Burden of Proof

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

10.2 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
- (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) adverse employee appraisals.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Authority agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.3 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Authority adequate notice prior to having access to such file(s).

Where it is not practical for the employee to review the file in the office in which it is kept, the Authority shall make arrangements to have the file delivered to an office nearer to the employee's worksite, to allow the review under the supervision of a person designated by the Authority.

10.4 Right to Have Steward Present

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.5 Rejection During Probation

- (a) The CEO or any other person authorized by the CEO may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.9. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of the Authority to reject the employee during the probationary period, they may in accordance with Article 8—Grievances, grieve

the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

10.6 Abandonment of Position

An employee who fails to report for duty for five consecutive workdays without informing the Authority of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Authority.

10.7 Dismissal

The CEO or any other person authorized by the CEO, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.8 Suspension

The CEO or any other person authorized by the CEO, may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.9 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the staff representative and bargaining chair within five days of the action being taken.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

- (a) Service seniority shall mean the length of continuous service as a regular employee in BC Safety Authority. Regular employees in the Public Service of British Columbia and BC Safety Authority as of April 1, 2004, 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 Authority prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every year of equivalent full-time work.
- (b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.
- (c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clause 12.8 or is demoted through no fault or his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related.
- (d) Employees who left the bargaining unit to fill a position, within BC Safety Authority, shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

11.2 Seniority List

A current service seniority list for employees will be provided by the Authority to the President of the Union, or Joint Consultation Committee Co-Chair, on a quarterly basis.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21—Maternity, Parental and Pre-Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board (WorkSafeBC) shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;
 - (3) they are on layoff for more than one year; or
 - (4) except as provided in Clause 14.3(d), they become a casual employee.

11.4 Re-Employment

A regular employee who resigns their position and within 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, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their Public Service Pension Plan contributions.

11.5 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 they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

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

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

ARTICLE 12 - RECRUITMENT AND SELECTION

12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout the Authority.
- (b) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days. Such postings will normally be limited to the geographic area. In those circumstances

where the posting is not limited to the geographic area, Memorandum of Understanding #1—Board and Lodging and Relocation Expenses, shall not apply.

For the purpose of this clause "*geographic area*" shall mean that area from which persons could reasonably be expected to commute.

(c) Notices shall be posted electronically at least five working days prior to the closing date of the competition, except as provided for in Clauses 12.8, 12.9 and Article 14—Layoff and Recall.

(d) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two years at the previous location. The closing date of the competition shall determine eligibility. A selection panel may waive this restriction with the approval of the CEO or designate. This restriction does not apply to redundant employees or to promotions.

(e) The notice of postings shall contain the following information: nature of position, qualifications, skills, hours of work, wage or salary rate or range, whether a vehicle is required and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(f) Where the Authority determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

12.2 Positions Temporarily Vacant

(a) The Authority will make every effort to maintain a list of qualified on call employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.

(b) Where a position is temporarily vacant and no backfill is provided, the Authority will take such steps as may be necessary to ensure that workload is not unnecessarily increased.

(c) Where an employee, in consultation with his/her supervisor, is unable to complete assignments or fulfil other workload obligations and has received direction from the Authority as to how to proceed, responsibility for any reasonable, unforeseen consequences of complying with the direction will not rest with the employee.

12.3 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

12.4 Selection Procedures

(a) Appointments to and from within the BC Safety Authority will be based on a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within a classification.

(b) Where the selection evaluation results in two or more candidates having equal ratings of knowledge, skills, and abilities, years of continuous service in the BC Safety Authority (or for candidates who transferred from the Public Service April 1, 2004, continuous service with the Public Service) shall be applied and the applicant with the most years of continuous service shall be appointed.

12.5 Notification

(a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.

(b) If the successful applicant is not an employee, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.6 Explanation Procedure

- (a) An unsuccessful candidate may request an explanation from the Panel Chairperson by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate is unsatisfied with the oral explanation, they may request reasons in writing. Where no written requests have been received within five working days of the date of notification pursuant to Clause 12.5, the appointment of the successful applicant may be confirmed.
- (b) The Panel Chairperson will reply to the unsuccessful candidate within five working days from receipt of the request.
- (c) A grievance may be filed on the decision at Step 2 of the grievance procedure.
- (d) Where a grievance has been filed, an employee will be assigned on a temporary basis until a resolution has been determined.

12.7 Interview Expenses

An internal 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 basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

12.8 Transfers without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Joint Committee shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (c) An employee whose spouse is also an employee and who is transferred pursuant to Clause 12.9 and Article 14—Layoff and Recall may be considered for a lateral transfer or voluntary demotion to available vacancies.

12.9 Relocations

- (a) 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 Authority and the Union recognize that in certain cases relocations may be in the interests of the Authority and/or the employee. In such cases, an employee will receive 90 days' written notice prior to the effective date of relocation and be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.
- (b) Should a regular employee choose not to relocate, the employee shall elect prior to the date of relocation one of the options available in Clause 14.2.

An employee shall elect one of these options no later than 30 days prior to the effective date of relocation and should they fail to do so, they shall be deemed to have resigned and shall be paid severance pay as outlined in Clause 14.2.

- (c) When a relocation is required and there is more than one regular employee performing the transferred work within the seniority block, the Authority will first attempt to effect the relocation on a voluntary basis. Where no employee from that block wishes to relocate voluntarily the least senior regular employee in the block shall be relocated and the provisions of (b) above apply.

12.10 Regular-Time Employees

It is agreed, that as a general principle throughout the Authority regular part-time employees should have access to continuous full-time employment prior to casual employees.

ARTICLE 13 - CAREER AND PROFESSIONAL DEVELOPMENT

13.1 Preamble

- (a) The parties recognize that it is in the mutual interest of employees and the Authority that a skilled workforce is maintained through timely and adequate training.
- (b) The parties further recognize the need to provide employees with the opportunity for career and professional development by enabling them to prepare for promotional advancement and upgrade their specific skills.
- (c) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the workforce.
- (d) It is recognized that career and professional development is a joint responsibility shared between the Authority and the employee.
- (e) All training and development opportunities are subject to the availability of Authority funding, training policies and operational requirements. All training policies shall be posted by January 31st of each year or made available on request to employees.
- (f) Matters pertaining to career and professional development may be referred to the Joint Committee.

13.2 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Authority. The Authority shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Authority when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.
- (c) Tuition fees for courses approved by the Authority which lead to a diploma or a degree shall be reimbursed in the amount of 75%.
- (d) Termination of employment will nullify any obligation of assistance by the Authority.

13.3 Educational Leave

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

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Authority may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Authority.
- (c) Applications for educational leave for periods of four months or longer must be submitted to the Authority six months prior to the beginning of the requested leave period.

- (d) Applications for leave of periods of less than four months should be submitted with as much lead time as practical.
- (e) After consideration by the Authority all applications for educational leave of four months or longer shall be forwarded to the Joint Consultation Committee established in Article 28 for review, no later than two months from the date of submission. If the Committee decides that the Authority acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing. If an employee wishes to grieve the decision, the grievance shall commence at Step 2 of the grievance procedure.
- (f) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
- (g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain with the Authority for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.
- (h) Should they leave the Authority before this period expires, they shall refund to the Authority the total cost of their training including allowances and expenses on a pro rata basis.
- (i) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain with the Authority for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Authority for just cause will nullify any obligation of assistance by the Authority under this cause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Authority.

13.4 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Authority. Employees shall advise the Authority of the time and place of the examination when they are made aware of the time and place.

13.5 In Service Examination

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

13.6 Preparation for Examination

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Authority, to complete courses offered by the Authority, and to prepare for Occupational First Aid examinations. Such time shall not be unreasonably withheld for

eligible employees. The parties recognize, however, that the employees who avail themselves of the provisions of this clause, have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

13.7 Examination Costs

Eligible candidates participating in a posted competition for a regular position and who are required to take an examination as a part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.

13.8 Special Employment Programs

Where the Authority participates in a Youth Employment Program or a Co-op Education Training Program, the Union and the Authority will agree on an appropriate rate of pay.

13.9 Equipment Demonstrations

Where an employee is, or will be required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

13.10 Educational Assistance

To qualify for reimbursement, an employee must be a regular employee upon enrolment. To be approved, the courses described below must be related to the employee's present position or career development:

- (a) on-campus or extension courses taken for credit and given by accredited higher educational institutions;
- (b) correspondence courses taken from recognized schools;
- (c) vocational or business courses taken from recognized schools;
- (d) technical courses taken from recognized engineering/technical institutions;
- (e) seminars.

All applications for training assistance must be submitted prior to registration in the course. The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program.

13.11 Job Orientation

The Authority agrees to provide essential orientation for employees assigned to new jobs.

13.12 Professional Responsibilities and Qualifications

- (a) The Authority recognizes that an employee must work in a manner consistent with the standards of conduct, including the use of the professional seal and/or signature, 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 Authority 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 Authority shall have the right to seek alternative advice.
- (b) The employee agrees that it is their responsibility to obtain and maintain membership in those licensing bodies, learned societies or associations as necessary to maintain professional standing.
- (c) The Authority agrees to pay the professional fees for Engineers and Accountants.

13.13 Employee Appraisal Forms

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of their appraisal upon request.

ARTICLE 14 - LAYOFF AND RECALL

Preamble

The Authority agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article. The Authority and the Union agree that, in the event of layoff, the Joint Consultation Committee will meet to address the effective implementation of the procedures as set out in Article 14.

14.1 Workforce Adjustment

- (a) The parties recognize that workforce adjustment may be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Authority, reorganization, program termination or closure.
- (b) The timeframe for Clause 14.1 placement activities is 60 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Joint Consultation Committee. Such notice shall only be issued after consultation with or advice to the Joint Consultation Committee.
- (c) The Authority will consult with the Union through the Joint Consultation Committee established pursuant to Article 28 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:
 - (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees;
 - (2) The Authority must minimize the impact on their regular employees through the appropriate:
 - (i) cancellation of contracts for employment agency personnel;
 - (ii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
 - (iii) layoff of casual employees;
 - (iv) lateral transfers and regular employees displacing casual employees performing ongoing work;
 - (v) cancellation of limited term employee appointments.

- (3) The placement process applies to regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified within their own or other headquarters or geographic location.
- (4) Surplus employees will be placed through lateral transfers in their same geographic locations where such vacancies are available.
- (5) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their same geographic location.
- (6) Where an employee voluntarily accepts an offer, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Authority.
- (7) The parties agree that, in order to maximize the placement of surplus employees into vacant positions, training may be required over and above that provided for in the Agreement.
- (8) The parties agree that the Joint Consultation Committee is a proper vehicle to identify employee skills, training options and training sources. Where the Committee determines that it is advisable to provide training to assist in such placement, it shall be offered.

14.2 Layoff

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

- (a) Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.
- (b) The Authority shall notify employees affected by Clause 14.2, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union and the Joint Consultation Committee. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.
- (c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following sequence:
- (1) The employee to be laid off shall be the employee with the least service seniority in the same classification.
 - (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (viii), below:

	Vacancy/ Displacement	Classification	Geographic Location
(i)	Vacancy	same	same
(ii)	Vacancy	comparable	same
(iii)	Displace	same	same
(iv)	Displace	comparable	same
(v)	Vacancy	same	other
(vi)	Vacancy	comparable	other
(vii)	Displace	same	other
(viii)	Displace	comparable	other

- (3) In order to facilitate the administration of Clause 14.2 (b) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Authority will identify the least senior employee within the classification.

- (4) "Comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.
- (5) In the event that an employee is not placed pursuant to any of the above options they shall claim early retirement, severance pay, or to be subject to recall as outlined in Clause 14.3.
- (d) *Job Offers Pursuant to (c) above:*
- (1) If an employee refuses one job offer in the same classification and the same geographic location, they will be deemed to have resigned but may, if eligible, claim early retirement as outlined in Clause 14.2(g).
- (2) If an employee refuses one job offer in a different classification in the same geographic location and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clauses 14.2(g) & (h).
- (3) If an employee refuses a job offer in a different geographic location or with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clauses 14.2(g) & (h).
- (4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 14.2(h).
- (e) In all cases, the regular employee must possess the qualifications as determined by the Joint Consultation Committee, to perform the *work available*.
- (f) *Retraining and Adjustment Period:*
- (1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Consultation Committee, current internal training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
- (2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Consultation Committee shall also consider other training where it is complementary to current internal training.
- (3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(g) *Early Retirement*

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

(h) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 14.2(c), a regular employee will be entitled to resign with severance pay based upon three weeks current salary for each year (1827/2088 hours at straight-time rate) of regular service seniority or major part thereof. The employee will not receive an amount greater than 12 months current salary.

- (i) Subject to Clause 14.2(c), employees shall remain at work and on pay until the steps under Clause 14.2(c)(2) are completed, provided the employee:
- (1) has cooperated in the placement process; and
 - (2) has opted for displacement.

The structure of the layoff and recall/employment security provisions of the Agreement is such that regular employees have seniority over casual employees.

(j) Employees who relocate pursuant to Clause 14.2 shall be entitled to relocation expenses in accordance with Clause 26.13.

14.3 Recall

(a) Recall of regular employees shall be in order of service seniority providing the employee is qualified to and able to perform the work which is available after a period of familiarization. Recall to available work of four months or longer duration shall be considered to be "*regular*" recall under this section rather than "*casual*" recall under Clause 29.5 or (c) below. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(b) A regular employee, who is laid off, will be placed on a recall list for a period of one year, for the purposes of recall to a regular position within the geographic location, or the geographic boundaries of the seniority block whichever is greater, from which the employee has been laid off.

(c) Upon layoff, a regular employee will have the option of displacing the most senior casual employee within the same seniority block and going onto casual recall lists within the geographic boundaries of the seniority block/unit.

(d) A regular employee who chooses to go onto the casual recall list pursuant to this section, shall retain their regular status unless they fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21—Maternity, Parental and Pre-Adoption Leave; but a regular employee recalled to casual work will be considered to have casual status for purposes of the vacation scheduling provisions and notice of layoff as specified in Clause 14.2.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as casual seniority for the purposes of layoff and recall only. Calculation shall be based on 1827/2088 hours of casual seniority per year of regular service seniority (pro-rated for partial years).

(e) Notwithstanding (c) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

14.4 Joint Consultation Committee

(a) The Union and the Authority representatives on the Joint Consultation Committee shall have the authority to waive by mutual agreement any portion of Article 14 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 Consultation Committee.

(b) The Authority will make available to the Joint Consultation Committee a monthly list of vacant positions by geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 14, by classification, and geographic location.

(c) The Joint Consultation Committee shall establish a schedule of comparable classifications.

(d) The Authority agrees to supply the Joint Consultation Committee with as much notice as possible of expected employees to be designated for layoff.

ARTICLE 15 - HOURS OF WORK

15.1 Hours of Work

(a) For non-technical staff the annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827 which is equivalent to an average of 35 hours per week. Effective January 1, 2009, the Authority shall determine by position, whether new non-technical

employees work a 35 hour or 40 hour workweek. For existing non-technical staff, a 40 hour workweek may be introduced by mutual agreement between the employee and the Authority.

(b) For technical staff, the annual hours of work, exclusive of meal periods taken away from the work station but including paid holidays, will be 2088 which is equivalent to an average of 40 hours per week.

(c) The 1827/2088 annual hours outlined in a) and b) above means that all work schedules will be based on that figure.

(d) Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827/2088 hours.

(e) *Standard Hours*

(1) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

(2) Except as otherwise provided, the workday shall be seven/eight hours duration exclusive of the meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m. or, for new positions, or by mutual agreement in writing, between 7:00 a.m. and 6:00 p.m.

15.2 Work Schedules

(a) This article will establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.

(b) The Authority shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(c) The Authority's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement including the following:

(1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;

(2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated Authority representative and copied to the Joint Consultation Committee Co-Chairpersons. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated Authority official;

(3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;

(4) if the parties are unable to reach agreement within 14 days either party may refer the matter to the grievance and arbitration procedure pursuant to Articles 8 and 9.

(d) The Authority and the Union agree that hours of work disputes shall be resolved in accordance with the provisions of the Collective Agreement.

(1) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(2) In coming to a decision, the parties shall abide by the following rules:

(i) the decision must not be retroactive;

(ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret the Collective Agreement except for the provisions of Clauses 15.2(d) and 15.2(e).

(e) The parties recognize that in reaching mutual agreement on work schedules the following will also apply:

(1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) work schedule changes, within existing hours of operation, must not result in increased cost to the Authority and where possible shall result in decreased cost to the Authority and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Authority to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

(f) (1) In the event there is a dispute between the parties at the local level, the Authority may implement, on an interim basis, a new or changed work schedule by giving 14 days notice, providing the length of workday is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement.

15.3 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven/eight hours per day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven/eight 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.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17—Paid Holidays, the time off granted will be seven/eight hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven/eight hours, the resulting difference shall be included in the work schedules established pursuant to Clause 15.2.

15.4 Rest Periods

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

15.5 Standby Provisions

(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated by standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Regular employees on standby in a relief operation, such as a staffing pool, shall be compensated one day's basic pay for 12 hours standing by. Where the time spent on standby is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one hour's pay for each four hours of standing by in addition to his/her normal day's pay with a minimum of one hour's standby.

(c) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

(d) The Authority will consult with the Union prior to initiating standby programs (involving regular employees) where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

15.6 Meal Periods

(a) Meal periods shall not exceed one hour in length and shall be scheduled as closely as possible to the middle of the shift.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for as per the appropriate overtime articles in the Collective Agreement.

15.7 Flexible Hours of Work

(a) For the purpose of this Agreement, flexible hours of work means the hours worked by an employee, or a group of employees, who are given authority to choose their start and finishing times provided that:

(1) The schedule shall consist of either four or five consecutive days per week, providing that the total regular hours worked in a 14 day averaging period shall not exceed 80 hours or, by mutual agreement 160 hours in a 28 day averaging period.

(2) The days worked must be by mutual agreement in writing and the hours to be worked in a day shall be at the discretion of the employee, providing that no regular daily hours of work shall exceed 12.

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

(c) Where there is a specific operational requirement to provide service at a given time, the Authority, notwithstanding the provisions of (a) and (b) above, may specify up to a maximum of a three hour period between 0800 hours and 1200 hours, providing that the three hour period is consistent in the annual schedule. The balance of the time for employees who are engaged in technical activities shall be at the employee's discretion provided that the service to the clients is maintained. Time worked in excess of 12 hours per day and/or in excess of the total hours required in the two week period shall be considered overtime. The employee must keep a daily record of their overtime. The employee must keep a daily record of their actual working times and submit such record to their supervisor at the end of each work cycle.

15.8 Callout for Emergency Situations

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than of an emergent nature.

15.9 Reporting to Work Location

Where employees are required to report to a central location in order to be assigned their work, their workday shall commence from the time they are required to report for assignment.

15.10 Modified Workweek

Where there is mutual agreement between the union designate and the Authority's designate at the local level for a modified workweek, work schedules may be arranged on one of the following bases:

- (a) *Modified Work Week Based Upon 2088 Annual Hours*
 - (1) 4/4 the workday shall be ten hours
 - (2) 5/4 the workday shall be eight hours and 53 minutes
 - (3) 5/5/4 the workday shall be eight hours and 34 minutes
 - (4) 5/5/5/4 the workday shall be eight hours and 25 minutes
- (b) *Modified Work Week Based Upon 1827 Annual Hours*
 - (1) 4/4 the workday shall be eight hours and 45 minutes.
 - (2) 5/4 the workday shall be seven hours and 47 minutes.
 - (3) 5/5/4 the workday shall be seven hours and 30 minutes.
 - (4) 5/5/5/4 the workday shall be seven hours and 22 minutes.
- (c) The foregoing work schedules shall be subject to the following provisions:
 - (1) It is understood that the implementation of modified workweek work schedules is dependent on receiving confirmation from the Authority prior to implementation.
 - (2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
 - (3) Pursuant to Clause 15.3(b) of the Agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
 - (4) Pursuant to Clause 15.3(c) of the Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.
 - (5) The extra day off is scheduled by mutual agreement within the applicable cycle in (a) or (b) above.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Authority; and
- (b) the employee does not control the duration of the overtime worked.

Notwithstanding the foregoing, the Authority and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Authority shall be considered to have authorized the overtime in advance. However, the Authority reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Authority will draw up policies defining the circumstances under which an employee may undertake overtime work without prior authorization.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70/80.
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

16.6 Overtime Compensation

- (a) *Overtime worked shall be compensated at the following rates:*
 - (1) time and one-half for the first two hours of overtime on a regularly scheduled workday;
 - (2) double-time for hours worked in excess of the two hours referred to in (1) above; and
 - (3) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular days pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double-time and one-half for all hours worked.
- (c) An employee on travel status who is required to travel on business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Authority may determine the means of such travel.
- (d)
 - (1) Overtime shall be compensated either in cash or time off, or a combination of both at the employee's option.
 - (2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in this Agreement, or upon termination.

(3) If the employee elects to take compensatory time off, the Authority shall make every reasonable effort to schedule such time off by mutual agreement within 60 days from it being earned.

(4) If mutual agreement on the scheduling of compensatory time off cannot be reached within 60 days from it being earned, such unscheduled compensatory time off shall be taken in cash and the provision of (5) below shall apply.

(5) Where overtime earned is paid in cash the Authority shall make every reasonable effort to make payment by the end of the month following the month in which the overtime cash payment was requested.

16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given. The overtime meal allowance shall be \$14.

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Authority shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

(b) An employee on standby shall not have the right to refuse callout for overtime work.

16.10 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

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

¹ Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.

16.11 Callout Provisions

- (a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift:*
- (1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.
 - (2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
 - (3) For the purpose of (1) above it is agreed that "*callout*" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout Which Does not Abut the Succeeding Shift:*
- (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
 - (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.
 - (3) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
 - (4) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
 - (5) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.
 - (6) An casual employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

16.12 Rest Interval After Overtime

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

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

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

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

- (b) Entitlement shall be pro-rated for employees who work on a part-time basis.
- (c) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

- (a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.
- (b) Where there is a work dependency between employees covered by this Agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at double-time rate.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of 7/8 hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420/480 working hours preceding a paid holiday.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

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

Vacation Years	Workdays
First to Second	15
Third	16
Fourth.....	17
Fifth.....	19
Sixth.....	20
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

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than 7/8 hours per day, the annual vacation entitlement shall be converted to hours on the basis of a 7/8 hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.

(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause 18.6 the scheduling and completion of vacations shall be on a calendar-year basis.

- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (d) Vacation schedules, once approved by the Authority, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Authority.
- (e) Vacation schedules will be circulated and posted by January 31st of each year. This date may be altered at the local level by mutual agreement of the union designate and the Authority designate, but not later than March 1st of each year.
- (f) An employee who does not exercise their seniority rights within one week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred employee's choice.
- (h) An employee transferred by the Authority shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (i) The Authority shall make every reasonable effort to contact employees who are absent in order to establish such employees' preferences for vacation.
- (j) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.

18.5 Approved Leave of Absence with Pay

When an employee is hospitalized or under a physician's care and in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 13.2 and 13.3 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Authority and provide necessary documentation within seven days of returning to work.

18.6 Vacation Carryover

- (a) An employee may carry over up to ten days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Authority. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension under the Public Service Pension Plan Rules shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits upon Death

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

18.10 Prime Time Vacation Period

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

18.11 Vacation Preference

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

18.12 Vacation Relief

Where vacation relief is required, the Authority shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 4—Short-Term and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
- (1) wedding of the employee3 days;
 - (2) attend wedding of the employee's child 1 day;
 - (3) birth of the employee's child2 days;
 - (4) serious household or domestic emergency 1 day;
 - (5) moving household furniture and effects 1 day;
 - (6) attend their formal hearing to become a Canadian citizen 1 day;
 - (7) attend funeral as pallbearer or mourner ½ day;
 - (8) court appearance for hearing of employee's child 1 day;
 - (9) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor 1 day per calendar year*

**(this may be used in one-half shift increments)*

- (b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7), (8) and (9), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

20.3 Family Illness

- (a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee

shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(b) The Authority may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Compassionate Care Leave

The Authority agrees to adopt Compassionate Care Leave as per the *Employment Insurance Act* by way of a Human Resource Policy. The parameters of the policy will be the subject of consultations between the Union and the Authority.

20.5 Full-time Public Duties

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

(a) for employees to seek election in a municipal, first nation, provincial, or federal election for a maximum period of 90 days;

(b) for employees elected to a public office for a maximum period of five years.

20.6 Leave for Court Appearances

(a) The Authority shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Authority all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Authority.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

20.7 Elections

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

20.8 General Leave

Notwithstanding any provision for leave in this Agreement, the Authority may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Authority will give written reasons for withholding approval.

20.9 Leave for Medical and Dental Care

(a) The parties agree that an employee will make every reasonable effort to schedule medical and/or dental appointments, including appointments for dependent children, on the employee's day off. Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for

employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.10 "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.10 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Authority may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$350 per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

(d) Employees in receipt of STIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(e) Where leave pursuant to (b) above would be reduced the Authority may approve airfare payment of \$600 reimbursement once per calendar year.

20.10 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.8 shall not exceed a total of 70/80 hours per calendar year, unless additional special leave is approved by the Authority.

20.11 Emergency Service Leave

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Authority.

20.12 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Authority;
- (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

20.13 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

20.14 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks notice is required for leave under this provision. Where two weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

20.15 Extended Child Care Leave

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

- (a) The employee's application shall be submitted to the Authority at least four weeks prior to the expiration of Article 21—Maternity, Parental and Pre-Adoption Leave.
- (b) The combined length of leaves under this clause and under Article 21 shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.
- (d) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) An employee shall notify the Authority in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six 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 or registered midwife.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Authority, the employees shall determine the apportionment of the 35 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

21.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

21.5 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Authority, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.6 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan 2. In order to receive this allowance, the employee must provide to the Authority proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245/280 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

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

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

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

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

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

21.8 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.3, and 21.7 the Authority shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Authority's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Authority for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Authority will recover monies paid pursuant to this clause, on a pro rata basis.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.3 or 21.7 commenced unless they advised the Authority of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21—Maternity, Parental and Pre-Adoption Leave or Clause 20.14 or if they do not return to work after having given such advice.

21.10 Entitlements upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing:
 - (1) the employee returns to work for a period of not less than six months, and
 - (2) the employee has not received parental allowance pursuant to 21.6; and
 - (3) the employee was employed prior March 28, 2001.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.

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

21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Authority's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Authority for the return to work period in (a) above, the employee shall reimburse the Authority for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

21.12 Benefits upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

Occupational Health and Safety is an imperative of the Authority and it is understood that every effort should be made to lead by example.

The Union and the Authority agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Authority Joint Occupational Health and Safety Advisory Team

There shall be established an Authority Joint Occupational Health and Safety Advisory Team (Advisory Team) composed of two representatives of the Authority and two representatives of the Union. Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Advisory Team's responsibilities will be:

- (a) To review reports on matters referred by Local Occupational Health and Safety Committees and make recommendations to the bargaining Principals regarding occupational health and safety matters, and
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members.

22.3 Local Occupational Health and Safety Committees

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and Authority representatives shall be appointed by the Authority.
- (b) The committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Authority.
- (c) (1) The Authority shall initiate and maintain, at each worksite, Local Occupational Health and Safety Committees where there is:
 - (i) a workforce of 20 or more workers;

(ii) Where workforce numbers are less than the minimum requirements of (i), local committees may be established to encompass more than one worksite within a headquarters or geographic location. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Advisory Team established in Clause 22.2.

(iii) Notwithstanding (ii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.

(2) At any worksite where a committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations, Section 4, Clause 4.02(3). For the purpose of assisting in the administration of this program, the Authority will recognize an employee at that worksite designated by the Union who will function as a safety representative of the employees. Records of the meetings and matters discussed shall be forwarded to the Union and the nearest local committee established in (1) above.

(d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.

(e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

22.4 Unsafe Work Conditions

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

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

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

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.5 Investigation of Accidents

(a) Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.

(b) Reports shall be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board (WorkSafeBC)
- (2) Occupational Health and Safety Committee
- (3) Authority Designate(s)
- (4) BCGEU Designate(s)

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

(c) In the event of a fatality, the Authority shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.6 Occupational First Aid Requirements and Courses

(a) The Union and the Authority agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

(b) Where the Authority 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 Authority, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold:

- Level 3 \$55 biweekly – 1st pay period following the date of signing; \$56 biweekly effective January 1, 2010
- Level 2 \$43 biweekly – 1st pay period following the date of signing; \$44 biweekly effective January 1, 2010

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70/80; however, no employee shall receive more than the monthly allowance for the level of certificate which they hold.

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

Where the Authority has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Authority will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee at the worksite possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees at the worksite in order of service seniority, provided the employee can meet the requirements of the WCB (WorkSafeBC) regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Authority to meet their obligations by approaching regular employees at the worksite on behalf of the Authority.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Authority to achieve (a) above, the Authority may:

- (i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
- (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.

(5) Failing (4) above, the Authority may require the most senior regular employee at the worksite who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

(e) In facilities which require an Occupational First Aid Attendant and where employees are represented by more than one union and the percentage of BCGEU members is greater than 50% of the workforce, at least one Occupational First Aid Attendant shall be a BCGEU member, provided the employee is qualified.

22.7 Injury Pay Provision

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

22.8 Transportation of Accident Victims

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

22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Authority shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.10 Radio Contact or Employee Check

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

(b) The Authority recognizes the need for coordination with operators on "*radio controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Authority agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.11 Communicable Diseases

(a) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) In respect of communicable diseases, the Advisory Team will consider, review and make recommendations to the Principals on issues including:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
- (2) post-exposure protocols;
- (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

(c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Advisory Team.

- (d) Where a communicable disease policy is established the local occupational health and safety committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.
- (e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Authority's expense.

22.12 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The local occupational health and safety committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Advisory Team shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.13 Pollution Control

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

22.14 Training Program for Occupational Health and Safety Committee Members

- (a) Training of Authority Joint Occupational Health and Safety Committee members will be undertaken using the training program jointly developed by the Advisory Team. Amendment of course material when required shall be by mutual agreement only.
- (b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.3(c)(2) within six months of appointment. The Advisory Team will determine the priority areas for scheduling of training, including the appointment of instructors.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board (WorkSafeBC).
- (d) Where practicable, the training shall be carried out jointly by teams of qualified union and Authority representatives, and will utilize various other appropriate instructional formats as may be mutually agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Authority.

22.15 Skin Protection from Ultra Violet Radiation

The local occupational health and safety committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

22.16 Employee Safety Travelling To and From Work

In accordance with the regulations established by the Workers' Compensation Board (WorkSafeBC) the parties will instruct their representatives on local occupational health and safety committees to review the matter of employee safety while travelling to or from their workplace. The committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the committees shall make recommendations to either manage or avoid the risk.

22.17 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work-related.
- (b) Local occupational health and safety committees (or union and Authority designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (1) the work methods and practices;
 - (2) the layout and condition of the workplace and workstation;
 - (3) the characteristics of objects or equipment handled;
 - (4) the environmental conditions;
 - (5) the physical demands of work;

in a manner consistent with generic guidelines developed by the Advisory Team.

- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Authority shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

22.18 Level 1 First Aid Certification

In addition to the requirements of the Workers' Compensation Board Regulations where two or more employees are required to work in isolated locations, the Authority shall ensure that at least one employee is in possession of a valid Level 1 First Aid Certificate, whenever reasonably practical.

22.19 Personal Protective Equipment

- (a) The Authority shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Authority.
- (b) Employees who are required by the Worker's Compensation Board (WorkSafeBC) regulations or by the Authority to wear protective footwear in the performance of their duties shall, upon presentation of a receipt(s) evidencing the purchase of same, be reimbursed in the amount up to \$150 every second year.
- (c) The Authority will provide disposable coveralls and appropriate footwear where employees are involved in incident or accident investigation.

22.20 Survival Equipment

- (a) Employees who are required to work under isolated field conditions will be provided with the survival equipment deemed most appropriate under the particular circumstances prior to the commencement of their field assignment.
- (b) If disputes arise with reference to the "*appropriate*" equipment in (a) above, the matter shall be referred to the Advisory Team established pursuant to 22.2 of the Agreement.

22.21 Survival Course

The Authority shall provide appropriate instruction in the essentials of emergency survival techniques for employees who are required to work under isolated field conditions, prior to commencement of their field assignment.

22.22 Supply and Maintenance of Equipment

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

22.23 Safe Working Conditions

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

22.24 Survival First Aid Course

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Authority's expense. Any disputes arising from the application or interpretation of this clause shall be referred to the Advisory Team for resolution.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Authority's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

23.2

- (a) For the purpose of technological change, the Authority agrees to provide the Union with as much notice as possible, but in any event not less than 60 days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a), the Joint Committee established under Article 28—Joint Committee, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Authority plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Clause 23.2(a):

(1) Regular employees who are assigned by the Authority to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 14—Layoff and Recall.

(2) To absorb those regular employees who are not assigned by the Authority to work with the new technology or who are displaced because of such technological change, the Authority will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 14—Layoff and Recall or Article 29—Casual Employees, as appropriate.

23.3

For purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

23.4

Notwithstanding Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

23.5

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change. Accordingly, the parties agree, pursuant to Article 28—Joint Consultation Committee, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

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

25.2 Extended Health Care Plan

The Authority shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

25.3 Dental Plan

- (a) The Authority shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
- (1) Part A, 100% coverage;
 - (2) Part B, 65% coverage;
 - (3) Part C, 55% coverage.
- (b) Effective April 1, 2001, orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

25.4 Group Life

- (a) The Authority shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$80,000.

The Authority shall pay 100% of the premium on the base \$80,000 and the employee shall pay the premium for any insurance over the base minimum. The employee is responsible for premium for optional spouse and dependant coverage.

- (b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The group life plan shall include the following provisions for accidental dismemberment:
- (1) loss of both hands or feet the principal sum;
 - (2) loss of sight of both eyes the principal sum;
 - (3) loss of one hand and one foot the principal sum;
 - (4) loss of one hand or one foot and sight of one eye the principal sum;
 - (5) loss of one hand or one foot one-half the principal sum;
 - (6) loss of sight of one eye one-half the principal sum.
- (d) The Authority and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1—Advance Payment of Group Life Benefits.

25.5 Air Travel Insurance

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

25.6 Employment Insurance

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

25.7 Medical Examination

Where the Authority requires an employee to submit to a medical examination or medical interview, it shall be at the Authority's expense and on the Authority's time, other than a medical examination under Appendix 4, Section 1.4.

25.8 Legislative Changes

If the premium paid by the Authority for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.9 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 Authority-funded, confidential, assessment/referral service will be monitored by the Joint Committee.
- (c) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

25.10 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 President of the Union.
- (b) The Authority will provide copies of brochures detailing highlights of the plan for all employees.

25.11 Designation of Spouse

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Authority shall provide for the direct deposit (electronic funds transfer) of the employee's pay and travel claim reimbursement in a participating chartered bank, trust company or credit union of

the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

(d) If the pay is not available on the payday, the Authority shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

26.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 26.7. Employees shall progress along the Step Scale effective the first pay period after their employment anniversary date.

(b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

26.4 Substitution Pay

(a) An employee will be granted substitution pay where the employee is:

(1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or

(2) assigned to perform duties of a higher paying position which would warrant a higher classification.

(b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Substitution pay is not payable when an employee has not been designated or assigned by the Authority to substitute, pursuant to (a)(1) or (2) above.

(c) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.

(d) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

26.5 Rate of Pay on Reclassification or Promotion

(a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

(b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.

- (c) The above does not apply to new classifications established pursuant to Clause 27.2.

26.6 Pay on Temporary Assignment

A regular employee temporarily assigned by the Authority to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

26.7 Salary Protection and Downward Reclassification of Position

- (a) An employee shall not have their salary reduced by reason of:
- (1) a change in the classification of their position; or
 - (2) 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 their new classification.

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

- (b) Such changes in classifications or placements made pursuant to Article 14—Layoff and Recall, and/or Clause 28.4(b) are covered by (a) above.

26.8 Vehicle Allowances

Vehicle allowances for all distances travelled on Authority business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be 50¢ per kilometre.

26.9 Meal Allowances

Effective the first pay period following the date of signing:

- (a) Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters in the amount of \$50 per day upon the production of receipts.
- (b) It is not the intention to pay meal allowances where the employee can be reasonably expected to provide for their own meal.
- (c) Under special circumstances beyond the normal course of duties, Safety Officers may, with the approval of their supervisor, claim receipted costs for their lunch.
- (d) An employee, in performing their duties may claim receipted costs for meals with clients, subject to approval by the supervisor.

26.10 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation within their headquarters area, upon presentation of receipts.

26.11 Upgrading Qualifications

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

26.12 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding #1-Board and Lodging and Relocation Expenses.

26.13 Relocation Expenses

- (a) Except as provided in (b) below, regular employees and eligible casual employees who have to move from one geographic location to another after winning a competition, or at the Authority's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 1. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence or for lateral transfers where the employee has been reimbursed for relocation expenses within the past two years.
- (b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Authority expenses paid on a pro-rata basis.
- (c) The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Clause 12.9, Article 14 or 32.

26.14 Retirement Allowance and Pre-Retirement Leave

- (a) Upon retirement from service, an employee who has completed 20 years of service with the Authority, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a pension benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.
- (b)
 - (1) An employee scheduled to retire and to receive a pension benefit under the Public Service Pension Plan Rules, shall be entitled to:
 - (i) special paid leave for a period equivalent to 50% of their accumulated sick bank credit, to be taken immediately prior to retirement; or
 - (ii) special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon their current rate of pay.
 - (2) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.
 - (3) Where an employee is permitted to purchase a period of war service under the Public Service Pension Plan Rules at retirement, they may use all or part of their entitlement for the purchase of war service.

26.15 Salary Rate upon Employment

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

26.16 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

26.17 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

26.18 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70/80} = \text{Hourly Rate}$$

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 biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Salary} = \text{hours worked and paid holidays} \times \text{biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7/8 hours)}.$$

When an article in this Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

26.19 Child Care Expenses

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

- (1) Authority endorsed education, training and career development activities, or
- (2) Authority 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 expense up to \$60 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Authority outside the employee's normal scheduled workday such that the employee incurs additional child care

expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

26.20 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 Authority. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION

27.1 Classification Plan

(a) The Authority and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Job Evaluation Plan.

The Job Evaluation Plan will be used to evaluate positions in the Agreement and to determine their appropriate factor ratings.

(b) The Authority agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

(c) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the Authority including staffing and collective agreement purposes.

27.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs

(a) The Authority agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly change in the job evaluation plan, a Joint Technical Working Committee will be used. There will be equal representation of technical experts from the Authority and the Union on this Committee, and total membership from each side will not exceed four.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the bargaining unit and shall make joint recommendations to the bargaining Principals for ratification.

(d) When a new or substantially altered benchmark/reference job covered by this Agreement is introduced, the factor ratings shall be subject to agreement between the Authority and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

(f) No existing classification shall be eliminated without prior consultation with the Union.

(g) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to implementation.

27.3 Classification Grievances

An employee shall have the right to file a grievance on the classification of the position they occupy. Such a grievance shall be in accordance with the provisions of Article 8—Grievances, of this Agreement.

(a) If an employee believes that the position they occupy is improperly classified, they shall file a grievance and request a current written job description which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties.

(b) The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(c) If the employee believes that the position they occupy is improperly classified, the employee shall further the grievance to the next step of the grievance procedure.

ARTICLE 28 - JOINT CONSULTATION COMMITTEE

28.1 Establishment of a Joint Consultation Committee

There shall be established a Joint Consultation Committee composed of six representatives, three appointed by the Union and three appointed by the Authority.

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

28.2 Meetings of Committee

The Joint Consultation Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

28.3 Chairperson of Committee

The Authority representative and a union representative shall alternatively chair the meetings.

28.4 Joint Consultation Committee

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

(b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Authority to consult with the Union.

(c) The Committee shall have the power to make recommendations to the Union and the Authority on all matters related to the maintenance of good union/management relations.

ARTICLE 29 - CASUAL EMPLOYEES**29.1 Casual Employees**

- (a) A casual employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. Temporary vacancies of not more than seven months in duration shall be filled in accordance with the provisions of this Agreement.
- (b) Casual employees who have worked 1827/2088 hours in 33 pay periods and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.
- (c) For the purposes of (b) above and Clauses 29.6—Application of Agreement, 29.9—Medical, Dental and Group Life Insurance, 29.11—Annual Vacations and 29.12—Eligibility Requirements for Benefits, hours worked shall include:
- (1) hours worked at the straight-time rate;
 - (2) hours compensated in accordance with Clause 29.10—Designated Paid Holidays;
 - (3) hours that a seniority rated casual employee cannot work because they are on a recognized WCB (WorkSafeBC) claim arising from their employment with the Authority to a maximum of 210/240 hours of missed work opportunity within eight calendar weeks from the beginning of the claim;
 - (4) annual vacation pursuant to Clause 29.11(d)—Annual Vacations;
 - (5) compensatory time off provided the employee has worked 1827/2088 hours in 33 pay periods;
 - (6) missed work opportunities during leaves pursuant to Clause 2.10(a)—Time Off for Union Business-Without Pay, except that during the first 33 pay periods of employment such credit shall be limited to 105/120 hours;
 - (7) leaves pursuant to Clause 2.10(b)—Time Off for Union Business-With Pay;

Notwithstanding (3) above, a casual employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140/160 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

- (d) For the purposes of (b) above and Clauses 29.6—Application of Agreement, 29.9—Medical, Dental and Group Life Insurance, 29.11—Annual Vacations and 29.12—Eligibility Requirements for Benefits, hours beyond the 210/240 hours in (c)(3) above, that a casual employee cannot work because they are on a recognized WCB (WorkSafeBC) claim arising from their employment are not added to the 1827/2088 or 1200/1400 hours nor are the days charged against the 33 or 26 pay periods.

29.2 Internal Status for Applying for Regular Positions

- (a) Casual employees who have successfully completed their initial probationary period, will be recognized as internal applicants when applying for regular positions.
- (b) Subject to Clause 29.4—Loss of Seniority, a casual employee who has successfully completed their initial probationary period prior to application for a regular position, or a casual employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their length of service as a casual employee recognized.
- (c) Casual employees who have successfully completed their initial probationary period, as outlined in (b) above and who have to move from one geographic location to another after winning a

competition, or at the Authority's request, shall be entitled to relocation expenses in accordance with MOU #1—Board and Lodging and Relocation Expenses.

29.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, a casual employee who has worked in excess of 30 days shall accumulate service and classification seniority, by geographic area as defined in the Agreement, on the basis of:
- (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Clause 29.10-Designated Paid Holidays;
 - (iii) annual vacation in accordance with Clause 29.11(d)—Annual Vacations;
 - (iv) leave pursuant to Clause 29.12—Eligibility Requirements for Benefits or Clause 29.6(c)—Application of Agreement;
 - (v) compensatory time off provided the employee has worked 1827/2088 hours in 33 pay periods;
 - (vi) missed work opportunities during leaves pursuant to Clause 2.10(a)—Time Off for Union Business-Without Pay except that during the first 33 pay periods of employment such credit shall be limited to 105/120 hours;
 - (vii) leaves pursuant to Clause 2.10(b)—Time Off for Union Business-With Pay.
- (2) The total hours above shall be converted to a 7/8 hour shift to establish seniority.
- (3) Upon completing 30 workdays (7/8 hour shifts), a casual employee's seniority shall include the accumulated 30 workdays.
- (b) Subject to Clause 29.4—Loss of Seniority, service and classification seniority of a casual employee shall transfer with them if they are moved by the Authority from one seniority unit to another.
- (c) Casual employees who are on a claim recognized by the Workers' Compensation Board (WorkSafeBC) which arises out of a work-related injury while employed, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (d) A current service seniority list shall be posted on a quarterly basis in the seniority unit. A copy of the service seniority list shall be provided to the Joint Consultation Committee Co-Chair.

29.4 Loss of Seniority

A casual employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, three offers of re-employment as provided in Clause 29.5-Layoff and Recall; or
- (e) they become a regular employee.

29.5 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of service seniority within a seniority unit.
- (b) Casual employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the casual employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, casual employees hired on a term certain basis shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Casual employees hired for special projects, as mutually agreed to between the Authority and the Union, shall be considered terminated for cause in accordance with Clause 29.4(a)—Loss of Seniority upon completion of their project or program. The Authority will provide the Union with a copy of each appointment letter for employees hired under Clause 29.5(d)—Layoff and Recall, within 30 days of the appointment.
- (e) The Authority will schedule time periods during which casual employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that casual employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

Calls made to casual employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this article.

- (f) Casual employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Casual employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.
- (g) Casual employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Authority's operation and may include telephone, radio telephone, pager, public media, on call boards, written communication, etc.
- (h)
 - (1) Where a written communication link is established, a single attempt by registered mail will be made to contact the casual employees.
 - (2) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the casual employees.
 - (3) Where a pager is used, a single attempt will be made and the casual employee must respond to the Authority within five minutes of the page.

Notwithstanding the above, in the case of an emergency situation, a single verbal attempt will be made to contact the casual employees.

- (i) Casual employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Where public communication or display media are used by the Authority to advise casual employees of work available, the casual employees will check such media in the manner indicated by the Authority. Casual employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.
- (j) Casual employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of

the scheduled time periods as designated by the Authority. The casual employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Authority is unable to contact casual employees during the scheduled time periods established in (e) above, it will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 29.4(d)—Loss of Seniority. If the Authority is unable to contact casual employees outside of the scheduled time periods it will not count such unavailability for purposes of Clause 29.4(d)—Loss of Seniority except as specified in (l) below.

(l) Where casual employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 29.4(d)—Loss of Seniority.

(m) Where casual employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 29.4(d)—Loss of Seniority.

(n) Casual employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Authority, will not have the decline or unavailability count as an occurrence for purposes of Clause 29.4(d)—Loss of Seniority:

- (1) absence on a WCB (WorkSafeBC) claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 29.6(c)—Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of an casual employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Clause 2.10—Time Off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 29.11(b)—Annual Vacations;
- (11) an offer of work which is less than three and one-half hours duration;

Employees who decline work pursuant to (11) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this Agreement.

(o) Casual employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four separate

occasions² in the calendar periods between January 1 and June 30 inclusive or July 1 and December 31 inclusive.

- (p) (1) Casual employees, with the agreement of the Authority, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.
- (3) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Authority with 10 days written notice.
- (q) Casual employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (r) The Authority is not required to recall casual employees who have already accumulated 1827/2088 hours in 26 pay periods.
- (s) (1) Casual employees who report for work at the call of the Authority shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board (WorkSafeBC).
- (2) Where an employee commences work they shall receive three and one-half hours pay at their regular rate unless:
 - (i) their work is suspended for reasons completely beyond the control of the Authority; or
 - (ii) the duration of the work assignment is known in advance by the employee;

in which instances the provisions of (s)(1) shall apply.

29.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Article 11—Seniority, Article 14—Layoff and Recall, Article 17—Paid Holidays, Article 18—Annual Vacations, Article 19—Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20—Special and Other Leave, Article 21—Maternity, Parental and Pre-Adoption Leave, and Article 25—Health and Welfare, do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.
- (b) Any casual employee who is eligible to vote in a federal, provincial, first nation or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.
- (c) Where leave from work is required, casual employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).
- (d) Maternity and parental leave for casual employees with less than 1827/2088 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

² It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employer for the calendar day which the employee has declined or been unavailable for.

29.7 Health and Welfare

In lieu of health and welfare benefits, casual employees shall receive compensation of:

- 63¢ (effective March 30, 2008)

per working hour, up to a maximum of:

- \$44.10 (effective March 30, 2008)

per biweekly pay period.

29.8 Weekly Indemnity

(a) Casual employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of casual seniority. Once established, eligibility for weekly indemnity is retained unless the casual employee loses casual seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the casual employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 29.7—Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

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

(c) Subject to Clause 29.8(b)—Weekly Indemnity, full benefits will be reinstated:

(1) in the case of new illness, after the casual employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of casual seniority;

(2) in the case of a recurrence of a previous illness, after the casual employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of casual seniority.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(e) The benefits described in this clause shall not be available to a casual employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

- (1) who is not under the care of a licensed physician;
- (2) whose illness is occupational and is covered by Workers' Compensation;
- (3) whose illness is intentionally self-inflicted;
- (4) whose illness results from service in the Armed Forces;
- (5) whose illness results from riots, wars or participation in disorderly conduct;
- (6) who is ill during a period of paid vacation;
- (7) whose illness is sustained while they are committing a criminal offence;
- (8) who is engaged in an employment for a wage or profit;

- (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
 - (10) who is serving a prison sentence;
 - (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
 - (12) 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.
- (f) The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Authority. This is in exchange for the implementation of the above-mentioned plans.

29.9 Medical, Dental and Group Life Insurance

- (a) Casual employees will be eligible for coverage under Clauses 25.1—Basic Medical Insurance, 25.2—Extended Health Care Plan, 25.3—Dental Plan, 25.4—Group Life and 25.9—Employee and Family Assistance Program after completion of 1827/2088 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200/1400 hours worked at the straight-time rate within the previous 26 pay periods. Such casual employees eligible for benefits under this clause will not receive the payment under Clause 29.7—Health and Welfare.
- (b) A casual employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 29.4(a), (b), (c) or (d)—Loss of Seniority.
- (c) Casual employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When a casual employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

29.10 Designated Paid Holidays

- (a) Casual employees shall be compensated for the paid holiday who have:
 - (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
 - (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
 - (3) worked, or received pay for at least 105/120 hours at the straight-time rate in the previous 30 days.

This clause shall not apply to employees who have been terminated and not on layoff status.

- (b) A casual employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

Straight-time hours paid in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by 7/8.

- (c) A casual who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in

Article 17—Paid Holidays. The day off in lieu provided through the application of Article 17.1—Paid Holidays shall be compensated on the basis of the formula in (b) above.

(d) Casual employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight-time for hours worked on the holiday.

29.11 Annual Vacations

(a) Casual employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Casual employees shall receive their earned vacation biweekly.

(b) Casual employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105/120 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Authority. The days need not be consecutive.

(d) Casual employees who have completed 1827/2088 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1-Annual Vacation Entitlement, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Casual employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.6-Vacation Carryover any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

(f) Upon qualifying for vacation leave a casual employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2—Vacation Earnings for Partial Years.

(g) Vacation leave shall be scheduled in accordance with the provisions of the Agreement except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(h) Vacation schedules, once approved by the Authority, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB (WorkSafeBC) claim.

(i) Casual employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4—Vacation Pay, 18.6—Vacation Carryover, 18.7—Callback From Vacation, 18.8-Vacation Leave on Retirement and 18.9—Vacation Credits Upon Death.

29.12 Eligibility Requirements for Benefits

Casual employees will qualify for short-term illness and injury plan (STIIP), Clauses 20.2—Special Leave, 20.3—Family Illness, 20.4—Compassionate Care Leave, 20.5—Full-Time Public Duties, 20.6—Leave for Court Appearances, 20.7—Elections, 20.9—Leave for Medical and Dental Care, 20.10-Maximum Leave Entitlement, 20.11—Emergency Service Leave and Article 21—Maternity, Parental and Pre-Adoption Leave as follows:

(a) An employee will be entitled to benefits under this clause after completion of 1827/2088 hours worked in 33 pay periods.

(b) A casual employee will cease to be entitled to coverage when they:

- (1) fail to maintain 1200/1400 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21—Maternity, Parental and Pre-Adoption Leave,
 - (2) lose their seniority in accordance with Clause 29.4(a), (b), (c), or (d)—Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.10—Benefits Upon Layoff or Separation.
- (d) Casual employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("*Return to work*" is understood to mean the employee completed at least one-half of a scheduled workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.

29.13 Layoff and Recall (Casual Employees)

- (a) Pursuant to Clause 29.5 of the Agreement, the layoff and recall units for casual employees shall be defined in Appendix 5.
- (b) When new work units are established, the Joint Committee shall meet and make recommendations, pursuant to Clause 29.5 of the Agreement.

ARTICLE 30 - GENERAL CONDITIONS

30.1 Commuting

- (a) The Authority shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.
- (b) The Authority and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (c) The Joint Committee shall be established to study the matter of employee parking and make recommendations to the parties.

30.2 Comprehensive Insurance

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

30.3 Indemnity

- (a) *Civil Action* - except where there has been flagrant or wilful negligence on the part of an employee, the Authority agrees not to seek indemnity against an employee whose actions result in a judgment against the Authority. The Authority agrees to pay any judgment against an employee arising out of the performance of their duties. The Authority also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) *Canada Shipping Act* - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

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

(e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Authority will provide either legal counsel or, at the Authority's option, reimbursement of reasonable legal fees incurred in such defence.

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

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

(2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;

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

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

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

30.4 Payroll Deductions

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

30.5 Political Activity

(a) *Municipal and School Board Offices:*

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

(i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;

(ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the position.

(2) Where the Municipal Council, the School Board or committees of the Council or Board hold meetings during the employee's normal working hours, the Authority shall grant leave without pay to attend such meetings.

(3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.8, and provided that such leave shall not exceed one-half shift per week.

(4) The employee shall provide at least one week's written notice to the Authority.

(b) *Federal and Provincial Offices:*

If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.5(a) to engage in the election campaign. If elected, the employee

shall be granted leave of absence in accordance with Clause 20.5(b). If not elected, the employee shall be allowed to return to their former position.

30.6 Copies of Agreements

(a) The Union and the Authority desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the Collective Agreement to its members and the Authority shall reimburse the Union for 50% of the distribution costs.

(b) The Agreement shall be printed in a union shop and shall bear a recognized union label.

(c) The Authority will provide copies of the printed Agreement within 90 days of the signing of the Agreement. Ninety days may be waived in extenuating circumstances.

30.7 Travel Advance

Regular employees not covered by a work party advance, and who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

30.8 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee using their vehicle on Authority business, the Authority shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of the insurance coverage on that vehicle up to a maximum of \$500.

30.9 Personal Property Storage

On request, and with reasonable notice, the Authority shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

30.10 Disclosure of Information

The Authority 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 their concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their 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 should 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 their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.

- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the CEO or his delegate including the detailed information outlined above.
- (f) Where an allegation involves the CEO, the employee shall forward their allegation to the Chair of the Board of Directors.
- (g) These procedures do not relieve an employee from the requirements of his/her responsibility to the Authority, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

30.11 Electronic Monitoring

- (a) Monitoring equipment may be used to protect the safety of employees, clients and persons involved with the Authority, or to protect the assets or property of the Authority.
- (b) Monitoring equipment will not be installed by the Authority in staff washrooms or lunch rooms.
- (c) Such equipment will not be installed without prior notification to the Union.

30.12 Deferred Salary Leave

The Authority agrees to adopt a Deferred Salary Leave Program by way of a Human Resources Policy. The parameters of the policy will be the subject of consultation between the Union and the Authority.

30.13 Administrative Services Recognition Day

Administrative Services Recognition Day is the Wednesday of the last full week of April each year.

30.14 Existing Clothing Supply and Maintenance

- (a) The Authority shall continue to provide all wearing apparel, footwear and/or protective clothing presently issued to employees.
- (b) Changes in present issue shall be by mutual agreement between the parties except where such changes are the result of changes in the nature of the employee's job that precludes the need for such clothing.
- (c) Such apparel and footwear shall be cleaned and kept in good repair by the Authority.
- (d) In the case of those employees who are supplied with clothing but not required by the Authority to wear it, a reasonable re-issue program shall be maintained, as long as possible.

30.15 Supply and Maintenance of Equipment and Tools

The Authority shall provide and maintain all equipment, tools, machinery, furniture, and supplies necessary for the employees to perform their duties effectively.

30.16 Assignment of Work

- (a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.
- (b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

30.17 Personal Duties

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

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

30.18 Time Off

When the Authority requires employees to undergo medical examinations or x-rays as required for employment, the Authority shall grant the necessary time off.

30.19 Use of Aircraft

Employees shall not be required to use an aircraft in the course of their duties other than those of regular commercial airlines, licensed charters, or aircraft operated by a government agency.

30.20 Copyrights/Intellectual Property

(a) The Authority and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the Authority, shall be retained by the Authority. The Authority further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.

(b) The Authority agrees that an employee may prepare articles, technical papers, and/or instructional notes on their own time, and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the Authority.

30.21 Personal Research

Subject to approval by the Authority and the Local Safety Committee, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Authority.

ARTICLE 31 - EMPLOYMENT EQUITY

(a) The Authority is committed to providing a work environment free of any form of adverse discrimination.

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

(c) The parties recognize the need to implement an employment equity program.

(d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to do the job.

(e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:

(1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and

(2) the long-term career development and advancement of employees.

(f) The Article 28 Joint Consultation Committee will be responsible for Employment Equity.

(g) The Article 28 Joint Consultation Committee is authorized to:

(1) advise the Authority on employment equity issues and initiatives;

(2) review action plans to ensure they comply with the mandatory procedures and are consistent with employment equity goals;

(3) monitor progress of action plans.

- (h) Employees representing the Union on the Joint Consultation Committee shall be on leave of absence without loss of basic pay for time on this Committee.

ARTICLE 32 - LIMITED EMPLOYMENT

32.1 Limited Employment

- (a) *Definitions - In Clause 32.1 of this article:*

"*Limited Term Employee*" means:

a person described in the Agreement between the Authority and the Union as persons appointed on a temporary limited basis for a specific term of less than 31 calendar days.

- (b) *Reporting Procedures*

- (1) The Authority agrees to provide the Union with a copy of all letters appointing a person pursuant to Article 32.1(a) within 10 calendar days of such appointments.

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
 - (ii) the date the employment is to terminate or is intended to terminate;
 - (iii) the work location and classification of work to be performed.
- (2) (i) The Authority agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.
- (ii) Reports will be forwarded as follows:
 - a. by April 15 for the period January 1 to March 31;
 - b. by July 15 for the period April 1 to June 30;
 - c. by October 15 for the period July 1 to September 30;
 - d. by January 15 for the period October 1 to December 31.
 - (iii) Each report shall include:
 - a. the name of the employment agency and individual concerned;
 - b. the location at which such services are provided;
 - c. the dates of utilization.

- (c) *Limited Term Employee*

(1) No individual will be permitted to work on a subsequent appointment of less than 31 days without the elapse of a period of 31 days since the expiry of that individual's most recent appointment of less than 31 days. If a person is appointed pursuant to Article 32.1(a)(1) and the person's appointment extends beyond 30 days, that person shall be re-appointed as an casual employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the appointment.

(2) For the purposes of Clause 32.1 of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of calculating whether an appointment is for a period of less than 31 days.

- (d) *Employment Agencies*

(1) An "*employment agency*" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Authority.

(2) No assignment of work to any one individual from an employment agency shall exceed 30 days.

(e) *Combination Usage*

The Authority agrees that it will not utilize limited-term employees and individuals from employment agency(s) or a combination of either, in succession to perform the same duties for a period in excess of 30 days within a period of 90 days.

(f) *Waiver*

Nothing in this article prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This Agreement shall be binding and remain in effect to midnight December 31, 2011.

33.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2011 but in any event not later than midnight October 31, 2011.

(b) Where no notice is given by either party prior to October 31, 2011, both parties shall be deemed to have given notice under this clause on October 31, 2011, and thereupon Clause 33.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Authority shall be given by the CEO.

33.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 33.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

33.4 Change in Agreement

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

33.5 Agreement to Continue in Force

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

33.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect January 1, 2009.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE AUTHORITY:**

Darryl Walker
President

Harry Diemer
Chief Executive Officer

Dolly Zawaduk
Bargaining Committee

Catherine Roome
Chief Operating Officer

Eric Skehor
Bargaining Committee

Diane Sullivan
Vice-President, Human Resources

Wayne Carpenter
Bargaining Committee

Greg Paddon
Director Technical Programs, Operations

Chris Mullen
Staff Representative – Negotiations

Dated this _____ day of _____, 2009.

APPENDIX 1
Classifications and Rates of Pay

Position	Effective January 4, 2009					
	Grade	1	2	3	4	5
Vacant	9	17.3951	18.0817	18.7683	19.4550	20.1416
Assets & Supplies Coordinator	10	18.5143	19.2451	19.9760	20.7068	21.4376
Coordinator Stakeholder Engagement Banking/Reconciliation Clerk Accounts Payable Clerk Accounts Receivable/Revenue Clerk Client Services Representative Administrative Support	11	20.1466	20.9418	21.7371	22.5323	23.3276
Financial Operations Analyst Senior Program Delivery Services Technician	12	21.4990	22.3476	23.1963	24.0449	24.8936
Facilities Coordinator Client Support Analyst	13	23.5043	24.4321	25.3599	26.2877	27.2155
Marketing Coordinator Records, Information & Privacy Analyst Team Leader, Safety Services	14	26.0693	27.0983	28.1274	29.1564	30.1855
Communications Officer Technical Analyst Application Developer	15	28.7741	29.9099	31.0458	32.1816	33.3174
Corporate Financial Analyst Quality Management Specialist Safety Officer, Gas Safety Officer, Passenger Ropeway and Amusement Devices Safety Officer, Railway Administrator, Gas Equipment Approvals Analyst, Strategic Development & Corporate Science Marketing Business Partner Business Process Specialist Safety Officer, Elevating* Safety Officer, Electrical Safety Systems Reliability Engineer Business Systems Analyst Analyst	16	32.0386	33.3033	34.5680	35.8327	37.0973
Team Leader, Technical Services Safety Officer, Boiler & Pressure Vessels Senior Safety Officer, Compliance Safety Standards Engineer Senior Safety Officer, Gas Senior Safety Officer, Electrical Senior Safety Officer, Elevating Leader, Financial Operations	17	35.9094	37.3268	38.7443	40.1618	41.5793
Leader, Stakeholder Engagement Team Leader/BSA Application Support & Development Senior Safety Officer Boiler & Pressure Vessels Senior Analyst, Strategic Development & Corporate Science Authorized Inspector Supervisor Design Engineer	18	40.3864	41.9806	43.5748	45.1690	46.7632
Leader, Engineering Research & Development	19	45.7028	47.5069	49.3109	51.1150	52.9191

*No employee may exceed 5% in any year

*Boiler Safety Officers- only 1st class Power Engineer Certification may advance beyond Step 3

*Employees shall be converted at equivalent steps under the new pay system

* TMA 4% Elevating Safety Officers at Step 5

Position	Effective January 3, 2010					
	Grade	1	2	3	4	5
Vacant	9	17.7430	18.4433	19.1437	19.8441	20.5445
Assets & Supplies Coordinator	10	18.8846	19.6300	20.3755	21.1209	21.8664
Coordinator Stakeholder Engagement Banking/Reconciliation Clerk Accounts Payable Clerk Accounts Receivable/Revenue Clerk Client Services Representative Administrative Support	11	20.5495	21.3606	22.1718	22.9830	23.7941
Financial Operations Analyst Senior Program Delivery Services Technician	12	21.9290	22.7946	23.6602	24.5258	25.3914
Facilities Coordinator Client Support Analyst	13	23.9744	24.9208	25.8671	26.8135	27.7598
Marketing Coordinator Records, Information & Privacy Analyst Team Leader, Safety Services	14	26.5907	27.6403	28.6899	29.7395	30.7892
Communications Officer Technical Analyst Application Developer	15	29.3496	30.5081	31.6667	32.8252	33.9838
Corporate Financial Analyst Quality Management Specialist Safety Officer, Gas Safety Officer, Passenger Ropeway and Amusement Devices Safety Officer, Railway Administrator, Gas Equipment Approvals Analyst, Strategic Development & Corporate Science Marketing Business Partner Business Process Specialist Safety Officer, Elevating Safety Officer, Electrical Safety Systems Reliability Engineer Business Systems Analyst Analyst	16	32.6794	33.9694	35.2593	36.5493	37.8393
Team Leader, Technical Services Safety Officer, Boiler & Pressure Vessels Senior Safety Officer, Compliance Safety Standards Engineer Senior Safety Officer, Gas Senior Safety Officer, Electrical Senior Safety Officer, Elevating Leader, Financial Operations	17	36.6276	38.0734	39.5192	40.9650	42.4108
Leader, Stakeholder Engagement Team Leader/BSA Application Support & Development Senior Safety Officer Boiler & Pressure Vessels Senior Analyst, Strategic Development & Corporate Science Authorized Inspector Supervisor Design Engineer	18	41.1941	42.8202	44.4463	46.0724	47.6984
Leader, Engineering Research & Development	19	46.6169	48.4570	50.2972	52.1373	53.9774

*No employee may exceed 5% in any year

*Boiler Safety Officers- only 1st class Power Engineer Certification may advance beyond Step 3

*Employees shall be converted at equivalent steps under the new pay system

* TMA 4% Elevating Safety Officers at Step 5

Position	Effective January 2, 2011					
	Grade	1	2	3	4	5
Vacant	9	18.0978	18.8122	19.5266	20.2410	20.9554
Assets & Supplies Coordinator	10	19.2623	20.0226	20.7830	21.5433	22.3037
Coordinator Stakeholder Engagement Banking/Reconciliation Clerk Accounts Payable Clerk Accounts Receivable/Revenue Clerk Client Services Representative Administrative Support	11	20.9605	21.7879	22.6152	23.4426	24.2700
Financial Operations Analyst Senior Program Delivery Services Technician	12	22.3675	23.2505	24.1334	25.0163	25.8993
Facilities Coordinator Client Support Analyst	13	24.4539	25.4192	26.3845	27.3497	28.3150
Marketing Coordinator Records, Information & Privacy Analyst Team Leader, Safety Services	14	27.1225	28.1931	29.2637	30.3343	31.4050
Communications Officer Technical Analyst Application Developer	15	29.9366	31.1183	32.3000	33.4817	34.6634
Corporate Financial Analyst Quality Management Specialist Safety Officer, Gas Safety Officer, Passenger Ropeway and Amusement Devices Safety Officer, Railway Administrator, Gas Equipment Approvals Analyst, Strategic Development & Corporate Science Marketing Business Partner Business Process Specialist Safety Officer, Elevating Safety Officer, Electrical Safety Systems Reliability Engineer Business Systems Analyst Analyst	16	33.3330	34.6487	35.9645	37.2803	38.5961
Team Leader, Technical Services Safety Officer, Boiler & Pressure Vessels Senior Safety Officer, Compliance Safety Standards Engineer Senior Safety Officer, Gas Senior Safety Officer, Electrical Senior Safety Officer, Elevating Leader, Financial Operations	17	37.3601	38.8348	40.3096	41.7843	43.2591
Leader, Stakeholder Engagement Team Leader/BSA Application Support & Development Senior Safety Officer Boiler & Pressure Vessels Senior Analyst, Strategic Development & Corporate Science Authorized Inspector Supervisor Design Engineer	18	42.0180	43.6766	45.3352	46.9938	48.6524
Leader, Engineering Research & Development	19	47.5492	49.4262	51.3031	53.1800	55.0570

*No employee may exceed 5% in any year

*Boiler Safety Officers- only 1st class Power Engineer Certification may advance beyond Step 3

*Employees shall be converted at equivalent steps under the new pay system

* TMA 4% Elevating Safety Officers at Step 5

APPENDIX 2 Establishing Job Share Arrangements

A job share arrangement may be to the Authority's advantage if:

- (a) it assists in meeting workforce equity and diversity objectives; or
- (b) the organization would otherwise lose a valuable employee whose circumstances prevent full-time work; or
- (c) a mix of backgrounds/experience would enhance the operation; or
- (d) an employee wishes to phase into retirement; or
- (e) a pool of experienced workers can be kept for full-time positions in the future.

A job share is an arrangement between two employees who perform the duties of a position normally performed by one full-time employee.

Job share arrangements are at the discretion of the manager responsible for the position. Job share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current position.

Job share arrangements may be approved on a trial basis for a three month period to enable all the parties to assess whether the job share arrangement is suitable.

Employees are responsible for finding a suitable job-sharing partner. Interested employees may contact Human Resources.

Initiation of Job Share Arrangements

Job sharing proposals must be submitted in writing to the Human Resources and the manager for approval and must include the following:

- identification of the employees and the position to be shared, including classification level;
- a written statement signed by both employees requesting part-time employment to job share as outlined in the proposal;
- description of the qualifications and experience of both employees;
- (must be qualified to perform the work in a successful manner with little or no training)
- a description of how job duties and responsibilities will be shared and workload priorities determined;
- a proposal on how extended absences will be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules.

If approved, the job share proposal in writing becomes part of the job share Agreement. The job share partners are appointed part-time employees with the proviso that their hours of work may be increased to full-time to cover their partner's absences. Benefits are in accordance with those approved for part-time employees. Most benefits are pro-rated on the number of hours the partner works while some benefits are paid in full to both partners.

An appointment letter will be issued to both employees and will indicate the terms and conditions of the job share arrangement. Both employees must indicate their acceptance of the terms and conditions of the job share by acknowledging their acceptance in writing.

Expectations

Job share partners are required to provide full-time coverage for the shared position for periods of planned absences and, if possible, unplanned absences.

Changes to Job Share Arrangements

Changes to job share arrangements may be initiated by either the Authority or the employee. All changes must be in writing and approved by Human Resources and the manager.

Termination of Job Share Arrangements

The job share arrangement may be terminated, in writing, by either the Authority for bona fide operational reasons, or the employee. If the Authority terminates the job share arrangement it is the Authority's responsibility to find part-time work for those who do not wish to work full-time. The remaining partner may request to fill the position full-time

If one employee leaves the shared position, it will be the responsibility of the remaining job share partner to either work full-time or recommend a suitable candidate for a job share.

If the job share arrangement does not work out for any reason, the job share arrangement will be reviewed by the Authority. This may result in the job share being terminated. The original owner of the position will revert to full-time status.

There is no guarantee that other regular positions will be available for the employee who is no longer part of the job share, i.e., if a job share arrangement does not work out, and there are no other positions available, the employee may revert to casual status and be placed in the casual pool or be laid off.

Interested employees must complete a Job Sharing Application (Exhibit 1). This form requires the approval of the immediate supervisor, the Department Manager and Human Resources.

It is the responsibility of the job sharing partners to coordinate their own work schedule. The work schedule will be drawn up for supervisory approval one month in advance.

The appropriate department must be advised of the arrangements by the immediate supervisor.

APPENDIX 3**Regular Part-Time Employees Service,
Benefits, Paid Time Off and Other Allowances****Entitlement is Prorated**

Service Seniority (one year's service seniority for every 1827/2088 hours completed)

Vacation

Paid Holidays

Other Paid Leaves:

- 20.2 Special Leave
- 20.3 Family Illness
- 20.9 Leave for Medical and Dental Care

STIP*

LTD*

Superannuation*

Canada Pension Plan*

Unemployment Insurance*

Workers' Compensation Board (WorkSafeBC)*
Group Life* (only entitled to minimum)

Entitlement is not Prorated

Basic Medical Insurance
Extended Health Care Plan
Dental Plan
Air Travel Insurance

Others

Overtime (paid in accordance with Article 16.10 of the Agreement.
Annual Increment

* Is only prorated to the extent that the benefits is based on the employee's part-time salary

APPENDIX 4
Short and Long-Term Disability

PART I - Short Term Illness and Injury Plan

1.1 Eligibility

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Authority.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413 or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (d)
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board (WorkSafeBC) while the employee was on the Authority's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.
 - (2) Authority and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB (WorkSafeBC), less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Authority will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board (WorkSafeBC) shall be remitted to the Authority.

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

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed five months from date of absence (Short Term Plan Period).

(b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled workdays 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 five months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further five 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 1.2(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 1.2(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 prorated benefits under this plan, however, not beyond five calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Authority 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 practise in the Province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise 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:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;

where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Authority requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

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

1.5 Integration with Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.2(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 Authority;
- (b) any amount of disability income provided by any compulsory *Act* or law, except Employment Insurance sickness benefits and WCB (WorkSafeBC) benefits payable in accordance with Section 1.1(d);

any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

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

- (1) 100% of pay; or

the applicable benefit percentage of the individual's average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Authority will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

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

1.6 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) any leave of absence without pay.

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

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six -month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be 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.

1.7 Employee to Inform Authority

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

1.8 Entitlement

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

1.9 EIC Premium

The parties agree that the complete premium reduction from Human Resources Development Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Authority.

1.10 Benefits upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum five month period identified in Appendix 4, Part 1 shall be a maximum six month period for casual employees who qualify for benefits pursuant to Clause 29.12.

PART II - LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Authority. 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 months active service in such a position.

(2) Where an employee is converted from casual to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 29.12.

(b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

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

2.2 Long-Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for five months, including periods approved in Sections 1.3(a) and (c), they 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 2.6 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:

- (1) 70% of the first \$2,300 of monthly earnings; and
- (2) 50% of the monthly earnings above \$2,300.

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

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

(c) The Long-Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or 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 a 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 nine months following cessation of benefits. A temporary assignment or casual appointment will not disqualify an employee from the nine month access period.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Authority.

(f) An employee engaged in rehabilitative employment with the Authority 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 Authority, except that superannuation contributions shall be deducted from any salary received from the Authority to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

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

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 26.7(a) at the employee's basic rate at the date of disability.

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

After 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

- (c) (1) 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 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"*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 Authority.

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

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

- (2) 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 25 months from the date rehabilitative employment commenced.

- (3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

2.4 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 their regular occupation;
- (c) intentionally self-inflicted injuries or illness.

2.5 Pre-existing Conditions

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

2.6 Integration with Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them 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 Authority that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory *Act* or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

- (1) 100% of basic pay; or

the applicable benefit percentage of the individual average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Authority will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Authority's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Authority from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Authority 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.

2.7 Successive Disabilities

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

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

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

(d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

2.8 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 reaches their 65th birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Authority.

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.

2.9 Leave of Absence

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

2.10 Benefits upon Plan Termination

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

2.11 Contributions

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

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 Authority. 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 their claim

reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Authority, 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) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60-day appeal period in (1) above will not commence until the claims-paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60-day period, the claim will be deemed to have been denied and the appeal period in (1) 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 they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under these Acts are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 Administration

The Authority 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 Agreement.

2.17 Implementation by Regulation

The provisions of this Plan 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 do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

PART III - JOINT CONSULTATION COMMITTEE

The Article 28 Joint Consultation Committee shall consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining Principals.

PART IV - REHABILITATION

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

- (a) For the purpose of this section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Authority shall provide the employee with an application for alternative suitable employment. An employee who fails to:
 - (1) sign the application form;
 - (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent Joint Committee principles;
 - (3) 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 Authority who shall within 10 workdays forward the application to the Secretary. The committee members shall be provided with copies of the application.
- (d) The Joint Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
 - (1) if the application is properly before the Committee;
 - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
 - (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
 - (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Authority to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.
 - (5) 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, they shall be subject to Article 14—Layoff and Recall of the Agreement excluding displacement options pursuant to Clauses 14.3 and 14.4(c)(2).

- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Joint Committee if the Employee Health Services determines it is medically appropriate to do so.
- (2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Joint Committee while on STIIP. In such cases, Part IV (c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Authority 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 Appendix 4.
- (g) Where the Authority has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Joint Committee.

APPENDIX 5
Seniority Blocks/Units

Headquarters – Administration
Administrative Support
Technical Writer
Client Services Representative
Assets and Supplies Clerk
Senior Client Services Technician
Coordinator, Records Management/FOIPP
Leader, Engineering Administration
Team Leader, Client Services
Supervisor Administrative Support
Configuration Programmer
Client Support Analyst
Technical Support Analyst
Analyst, Strategic Development and Corporate Science
Intermediate Business Analyst
Data Base Administrator
Technical Support Analyst
Leader, Partnerships and Advisory Services
Quality Management Specialist
Senior Analyst., Strategic Development and Corporate Science

Headquarters – Finance
Accounts Payable Clerk
Accounts Revenue Clerk
Banking/Reconciliation Clerk
Supervisor Accounts Payable
Supervisor A/R Revenue and Banking
Senior Accountant
Corporate Financial Analyst

- Finance is a separate Casual Seniority Unit at Headquarters only.

Headquarters – Information Technology
Supervisor Technical Support
Business Analyst
Supervisor Business analyst and Programming

Headquarters – Safety Officers
Safety Officer – Boilers
Safety Officer – Electrical
Safety Officer – Elevator
Safety Officer – Gas
Safety Officer – Ropeways and Amusement Rides
Safety Officer – Railways
Safety Standards Engineer
Senior Safety Officer – Boilers
Senior Safety Officer, Compliance
Senior Safety Officer – Gas
Senior Safety Officer – Electrical
Senior Safety Officer – Elevating
Administrator, Equipment Approvals
Special Projects Officer – Railway
Supervisor Shop Inspections

Balance of Province – Administration
Client Services Representative
Administrative Support
Team Leader, Client Services

Balance of Province – Safety Officers
Safety Officer – Boilers
Safety Officer – Electrical
Safety Officer – Elevating
Safety Officer – Gas
Safety Officer – Railways
Senior Safety Officer – Boilers
Senior Safety Officer, Compliance
Senior Safety Officer – Gas
Senior Safety Officer – Electrical
Senior Safety Officer – Elevating

APPENDIX 6

Workload

It is in the interest of the Authority and the employees that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil statutory and other obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Authority.

MEMORANDUM OF UNDERSTANDING #1
Board and Lodging and Relocation Expenses

Definitions

For the purpose of these regulations:

"*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;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on business with the approval of the Authority, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters;

"*headquarters or geographic location*" is that area within a radius of 32 kilometres 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;

"*dependants*" for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"*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.

"*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:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

PART I - BOARD AND LODGING REGULATIONS**1.1 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*" employees while at their permanent headquarters, except as specifically authorized by the 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;

(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 Authority.

- (1) "stationary" employees assigned to a temporary headquarters.

1.2 Type of Accommodation

It is agreed and understood employees will be entitled to single accommodation with no requirement to share.

PART II - RELOCATION EXPENSES

2.1 Policy

(a) *Relocation expenses will apply:*

- (1) to regular employees and to casual employees who qualify pursuant to Clause 29.2 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;

- (2) to employees who have to move from one headquarters or geographic location to another at the Authority's request to fill a position which is permanently located at another headquarters or geographic location.

(b) To employees entitled to relocation expenses, the Authority will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Authority shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Authority and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the Collective Agreement.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expenses Moving to New Location*

The Authority shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the Collective Agreement.

Meals: Adults - full rate
Children 12 and under - one-half rate
Motel or Hotel - on production of receipts

Private lodging: At old or new location at current rate

Where dependants of an employee relocate at a time different than the employee, the Authority shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

The above allowances will be as per the Collective Agreement on Travel Expenses.

2.3 Living Expenses upon Relocation at New Location

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

- (a) the Authority shall pay an employee not accompanied by dependants at the new location, a living allowance of \$25 per day up to a maximum of 30 days; or
- (b) the Authority shall pay an employee accompanied by dependants at the new location, a living allowance of \$30 per day up to maximum of 60 days;
- (c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$60,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) \$500 for a move not exceeding a distance of 240 kilometres;
 - (2) \$800 for a move which exceeds a distance of 240 kilometres;
 - (3) \$250 where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) Where an employee's mobile home is moved by the Authority under this section then the Authority shall also arrange and pay for the following:

- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Authority will pay:
 - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
 - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$5,000;
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$60,000;
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$600 upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (b) 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 \$2,500 upon production of receipts.
- (c) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

2.7 Incidental Expenses on Relocation

The Authority 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 - \$600;
- (b) when the employee is moving to rental accommodation in the new location - \$300;
- (c) when an employee is moving with a mobile home - \$200;
- (d) when the employee is moving to room and board - \$150.

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

2.8 Notice to Employee Upon Relocation

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

agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

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

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of \$8,500, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$2,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - 1% of the first \$50,000 of the purchase price;
 - one-half of 1% of any amount of the purchase price above \$50,000;
 - the total cost to the Authority under Part (c) shall not exceed \$1,000.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they 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 to relocate:

- (a) as a result of the Authority moving its operation from one geographic location to another (see Clause 12.9);
- (b) as a result of accepting a placement pursuant to Article 14, provided the employee is in receipt of layoff notice;
- (c) the employee will be entitled to the following reimbursements in addition to the provisions of MOU #3 Part II, upon production of receipts:
- (d) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to MOU #1 Part II, 2.10(a);
- (e) 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 \$200 and mortgage pre-payment penalty, if any;
- (f) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (g) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary

documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

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

MEMORANDUM OF UNDERSTANDING #2 Telework

(a) The parties agree that the Article 28 Joint Consultation Committee shall recommend to the bargaining Principals:

- (1) a policy regarding Telework to be issued within three months of signing this Agreement;
- (2) guidelines and training materials regarding implementation of Telework projects for use by managers and employees; and
- (3) amendments to the Telework policy as deemed necessary after monitoring Telework projects consistent with the following provisions:

(b) For the purposes of this Memorandum:

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

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

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

(c) (1) Telework may be initiated by either the employee or the Authority. Participation in any telework arrangement shall be by mutual agreement.

(2) A telework arrangement may be terminated by either the employee or the Authority providing 30 days' written notice to the other party.

(d) (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.

(2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.

(3) A person who would not otherwise be an employee of the Authority will not become one because they are doing work for the Authority from an off-site location.

(e) No employee shall telework more than three days a week without mutual consent of the employee and the Authority.

(f) 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.

(g) The Authority 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 Authority and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.

(h) The employee is responsible to:

- (1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
- (2) in consultation with the Local Occupational Health and Safety Committee or union and Authority designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
- (3) ensure that equipment and supplies provided by the Authority are used only for the purpose of carrying out the Authority's work;
- (4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
- (5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

MEMORANDUM OF UNDERSTANDING #3 Joint Consultation Committee Training Fund

The Joint Consultation Committee in Article 28 is identified as a proper vehicle to identify employee skills, training options and training sources and to determine advisability of providing training to assist in placements.

The Joint Consultation Committee may facilitate the purposeful training which leads to a surplus employee's appointment and whose placement would not otherwise be concluded. A training fund will be established for the term of this Agreement in the initial amount of \$10,000. The \$10,000 fund will be replenished to the \$10,000 level on January 1 of each calendar year during the term of the Agreement.

Training provided pursuant to this memorandum of understanding will be on a cost-effective basis for the purpose of continuing a surplus employee's service with the Authority.

MEMORANDUM OF UNDERSTANDING #4 Regarding the Application of Agreement Article 14.3(a)(4) and Agreement Article 19

Regular employees who have opted for casual recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 4 - Part 1 STIIP, provided:

1. They meet all the conditions of the Plan, and
2. No other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 4, the extent of the STIIP benefit only covers the period of lost work opportunity.

MEMORANDUM OF UNDERSTANDING #5
Re: Long-Term Disability Claims Appeal Process

Level I Appeal

A Claimant whose application for benefits has been denied or terminated can appeal the decision by submitting additional medical information and/or by requesting a review.

If the Insurer denies benefits due to insufficient medical evidence, the Claimant will have 60 days from receiving notice to provide satisfactory evidence to support the claim.

During the appeal process the file may be reviewed by medical consultants (physicians) legal counsel and/or the Claimant may be required to undergo an independent medical examination (IME) by a medical specialist chosen by the Insurer. The Insurer will advise the Claimant and Policyholder in writing if an IME is required. All expenses initiated by the Insurer will be borne by the Insurer. An IME may result in a delay of the appeal process: however, all efforts will be made to have the appointment scheduled as soon as possible in order to provide a prompt decision to the Claimant. A copy of the independent medical report shall be provided to the Claimant and to the Claimant. A copy of the independent medical report shall be provided to the Claimant and his/her physician. The Claimant shall be afforded an opportunity to respond to the report.

If the claim is approved through the appeal process, the Insurer will communicate its decision in writing to the Claimant and the Policyholder, and benefit payments will be issued retroactively, if warranted. If the appeal is denied or the termination is upheld, the Insurer will forward a letter to the Claimant giving the reason(s) for denial. The Insurer will send a separate letter to the policyholder omitting any medical information.

Level II Appeal

In the event a Claimant is unsuccessful with the completed Level I appeal, the Claimant may request to have the claim advanced to a second and final Level II Appeal for consideration by an appeal committee.

The Appeal Committee will be composed of three physicians with appropriate medical specialization: one designated by the Claimant's physician, one by the Insurer's physician and a third as agreed to by both the Claimant and the Insurer's physicians. No physician shall be designated or selected who has diagnosed or treated the Claimant seeking review, or who has acted as a consultant in the diagnosis or treatment of the Claimant. The Appeal Committee will make the final decision. If a consensus cannot be reached, the agreement of two of the three Appeal Committee members will rule.

It is important that the Appeal Committee be established and perform its function as quickly as possible. Accordingly, the physicians designated by the Insurer and the Claimant shall contact each other as soon as possible after receiving the appeal decision pursuant to the Level I appeal above in order to coordinate the selection of the third physician.

The date, time and location of the Appeal Committee meetings or conference calls shall be with the concurrence of all members. In order to properly review the Level I appeal decision, the Committee must conduct an enquiry. The enquiry shall be conducted taking into consideration the following principles:

- The Claimant will be given a medical examination by the Appeal Committee. The BCGEU and the Authority agree to share the cost of such an examination.
- The Appeal Committee shall be provided with copies of all relevant material necessary to consider the appeal.
- Copies of the materials shall be provided to the Claimant where requested in writing.
- Every effort shall be undertaken to ensure the process is comprehensive and communicated to all parties involved.
- It is understood that his process shall be completed in a timely manner.

- Confidential medical information shall not be disclosed beyond the members of the Appeal Committee.
- The Appeal Committee must render its decision within 30 days after the conclusion of its deliberations to the Claimant, the Insurer and the Policyholder. The decision should, at a minimum, include the following:
 - a description of the procedures followed by the Appeal Committee;
 - a statement of the evidence before the Appeal Committee (including documentary evidence) and a summary of what aspects of the evidence have been relied upon by the Appeal Committee in reaching its decision;
 - where there is a conflict in the evidence, the grounds upon which certain evidence has been preferred; and
 - the reasons for the Appeal Committee's decision.
- The decision of the Appeal Committee is final.

If the claim is approved through the appeal process, the Appeal Committee will communicate its decision in writing to the Claimant, the Insurer and the Policyholder, and benefit payments will be issued. If the appeal is denied or the termination is upheld, the Appeal Committee will forward a letter to the Claimant and the Insurer giving the reason(s) for denial. The Appeal Committee will send a separate letter to the Policyholder, omitting any medical information. The agreed to third physicians' expenses incurred by the Appeal Committee, e.g. physicians' charges and travel expenses, will be paid by the Policyholder.

LETTER OF UNDERSTANDING #1 Supplemental Unemployment Benefit Plan

A. Supplemental Unemployment Benefit Plan - Maternity Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to agreement Clause 21.1.
2. The maximum number of weeks for which SUB Plan benefits are payable is 15 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Authority will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to agreement Clause 21.2.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.

4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Authority will inform the Human Resources Development Canada of any changes in the plan within 30 days of the effective date of the change.
6. Payments 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.

INTERPRETATIVE DOCUMENT Modified Workweek

The purpose of this document is to provide guidance to the parties respecting the application of Clause 15.9.

This requirement is based on the substantive changes made to Clause 15.9 during negotiations leading to the 13th Agreement; specifically the introduction of the 5/5/5/4 cycle and the ability to schedule the extra days off on days other than Monday and Friday.

The intention of the parties when introducing the 5/5/5/4 cycle and greater scheduling flexibility for the extra day off, is to provide additional options where other cycles were not feasible, thus it precluded the introduction of a modified workweek.

The parties agree the increased flexibility to schedule extra days off is not intended as an invitation for existing mutual agreement to be withdrawn for current hours of work agreements solely on that basis and absent bona fide rationale.

The parties at the local level may, with mutual agreement, revise current hours of work agreements consistent with all options contained in Clause 15.9.

Any newly negotiated or revised modified workweek agreements shall be copied to the Joint Committee Co-Chairpersons.

INFORMATION APPENDIX #1 Re: Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.4 are as follows:

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

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