

**COLLECTIVE AGREEMENT**

**between the**

**JUSTICE INSTITUTE OF BRITISH COLUMBIA**

**and the**

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

**Effective from July 1, 2014 to June 30, 2019**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in Clause 2.1 of this agreement.
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add to-pay resulting from salary protection;
- (3) "*child*" - whenever the word child is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has 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;
- (5) "*continuous employment and continuous service*" - means uninterrupted employment with the Institute or, where an employee was, immediately prior to the appointment with the Institute, an employee of the Public Service, uninterrupted employment in the Public Service of British Columbia, subject to the provisions of Clause 11.3;
- (6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence;
- (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (8) "*employee*" - means a member of the bargaining unit and includes:
- (9) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
- (10) "*casual employee*" - meaning an employee who is employed for:
  - (a) special projects; or
  - (b) temporary positions created by the Employer of three months' duration or less; or
  - (c) replacement of employees on leave; or
  - (d) part-time work of less than 20 hours per week.
- (11) "*employee*" - does not include incumbents of teaching, managerial or confidential positions as agreed to by the parties to this agreement or as determined by the decision of an arbitrator pursuant to Clause 2.1.
- (12) "*Employer*" - means the Justice Institute of British Columbia as represented by the Board of the Institute;
- (13) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant or other similar fixed location which is their normal point of assembly;
- (14) "*headquarters*" or "*geographic location*" - is that area within a radius of 32 kilometres of where an employee ordinarily performs his/her duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

- (15) "*holiday*" - means the 24 hour period commencing at 00.01 hours of a day designated as a paid holiday in this agreement;
- (16) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the users and to fulfil the functions of the work unit;
- (17) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling;
- (18) "*lateral transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (19) "*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 Employer, 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 13 or 31.
- (20) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (21) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (22) "*probation*" - for an employee means the period of probation outlined in Clause 12.10 of this agreement;
- (23) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (24) "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (25) "*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;
- (26) "*seasonal employees*" - are employees who are employed for a specific reason;
- (27) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (28) "*spouse*" - includes husband, wife and common-law spouse and may be of the same or opposite sex.
- (29) "*termination*" - is the separation of an employee from the Justice Institute of British Columbia for cause pursuant to Articles 10 and Clause 12.10 of this agreement;
- (30) "*transfer*" - refers to the movement of an employee from one geographic location to another;
- (31) "*travel status*" - with respect to an employee means absence of the employee from his/her headquarters or geographic location on Justice Institute of British Columbia business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of his/her headquarters or geographic location or to field status employees;
- (32) "*Union*" - means the B.C. Government and Service Employees' Union;
- (33) "*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 a shift, shall be deemed as time worked after a shift;

(34) "work schedule" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of this agreement shall remain in full force and effect.

### 1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of this agreement. In the event of a conflict between the contents of this agreement and any policies made by the Employer, the terms of this agreement will prevail.

### 1.4 Notice of Legislative Change

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

### 1.5 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.

### 1.6 Human Rights Code

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) In accordance with Clause 7.5, the parties will meet and review methods of extending knowledge of the *Human Rights Code* within the Justice Institute and for extending knowledge relating to the *Human Rights Code* to all employees.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is voluntarily recognized by the Employer, and includes:
  - (1) all employees of the Justice Institute of British Columbia, except those primarily engaged in teaching functions, and except those excluded by virtue of the provisions of the

*College and Institute Act*, and except those holding positions currently excluded as Managerial and/or confidential.

- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of a decision of a mutually agreed upon arbitrator.
- (c) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer 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 his/her 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 60 days of the date of notification in (1) above, the Employer 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.

## **2.2 Bargaining Agent or Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

## **2.3 Correspondence**

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

## **2.4 No Other Agreement**

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

## **2.5 No Discrimination for Union Activity**

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

## 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select a chief steward and one alternate chief steward, and stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations.
- (b) The Union will provide the Employer with a list of employees designated as the chief steward and alternate chief steward, and stewards and indicate the jurisdiction for each steward.
- (c) The chief steward, the alternate chief steward, and steward or his/her alternate from the designated stewards, shall inform his/her immediate supervisor before leaving his/her work to perform duties as a chief steward or as a steward. On resuming his/her normal duties, the chief steward, alternate chief steward, steward or alternate steward shall notify his/her supervisor. Leave for this purpose shall not be unreasonably withheld and will be with pay.

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 and preparing the 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 Employer;
- (5) receiving and posting all job postings on designated bulletin boards;

The duties of the chief steward shall include all of the above and the following:

- (6) representing the Union at Step 2 meetings to examine the facts and the nature of the grievance with an attempt to resolve the dispute.
- (d) The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

## 2.7 Union Bulletin Boards

The Employer will provide sufficient bulletin board facilities for the exclusive use of the Union. The location of these facilities will be decided by mutual agreement at the local level. If mutual agreement cannot be reached at this level, the matter will be referred to the Labour/Management Committee.

## 2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such 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. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a

picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

### (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 or the Labour Relations Board;
- (5) to employees designated to sit as observers on a selection panel in accordance with Clause 12.3;
- (6) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of three years;

### (b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) up to three employees on the Bargaining Committee of the Union to carry on negotiations with the Employer, however, the Union reserves the right to use up to one additional person for technical information or advice who shall also be covered by the provisions of this clause.
- (2) where employees are appointed by the Union as union representatives on joint labour/management committees as specified in this agreement, they shall be granted leave of absence without loss of basic pay to attend such meetings.
- (3) The Chairperson/President of the bargaining unit or alternate designated by the Union shall be granted 25% employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee-employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other employer-paid release time in the collective agreement.

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

(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 Employer 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 Employer 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 Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for 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. The leave shall be for a period of three years and shall be renewed upon request.
  - (3) for an employee elected to anybody to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

### **2.11 Union Office Space**

The Employer will provide an office not less than 12 square meters in size.

### **ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who, immediately prior to their appointment to the Institute, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All other members hired on or after November 23, 1978 shall as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee.
- (c) Nothing in this agreement shall be construed as requiring a person to become a member of the Union if that person was, immediately prior to his/her appointment with the Institute, a Public Service employee, as defined in the *Public Service Act*, who was not a member of the Union.

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

- (a) The Employer shall, upon written authorization as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall, upon written authorization, deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Such deductions shall be made in each 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 Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a), the Union must advise the Employer 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 Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer 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 monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply to 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 employee prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary, the amount of the regular monthly dues or assessment payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided to the Union on a quarterly basis.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL 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) Within five days of new employees commencement of work, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer 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 union dues check-off for all new employees.

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

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

#### **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

##### **7.1 Representation**

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

## 7.2 Union Bargaining Committees

A union bargaining committee shall consist of up to three members of the bargaining unit plus the President of the Union, or his/her designate, with the right to use one technical person as outlined in Clause 2.10(b)(i) of this agreement.

## 7.3 Union Representatives

- (a) (1) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union matter.
- (2) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.
- (3) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (4) The Employer agrees that access to its premises will be granted to 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 Employer's premises and such access shall not interfere with the operations of the Institute.
- (5) Notwithstanding Clause 7.3(a)(4), the Employer agrees that access to its premises will be extended to persons designated by the President of the Union or his/her designate upon reasonable notice to the Director, Human Resources of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Institute.
- (b) Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar or workshop held by the Employer for a staff representative from the Union to speak.
- (c) The Employer recognizes that in some circumstances it is difficult for the President or his/her paid union representatives to meet with the employees outside of normal working hours. In such cases, the President or his/her designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered time worked. The Employer will advise the President of the Union or his/her designate of the employees who are unable to attend due to operational requirements.

## 7.4 Technical Information

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

## 7.5 Emergency Services

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

**ARTICLE 8 - GRIEVANCES****8.1 Grievance Procedure**

- (a) The Employer 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 aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

**8.3 Time Limits to Present Initial Grievance**

- (a) 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:
  - (1) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance, or
  - (2) on which he/she 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 the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose,
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required, and
  - (3) transmitting the grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2,
  - (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) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to the employee's grievance within 14 days of receiving the grievance at Step 2.
- (b) Within 10 days of receiving the grievance at Step 2, the representative designated by the Employer 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. The meeting may be waived by mutual agreement.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting, if held, and the results of investigations carried out by the Employer 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 Step 3**

- (a) The President of the Union, or his/her designate, may present a grievance at Step 3:
  - (1) within 14 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
  - (2) within 14 days after the Employer's reply was due.
- (b) The presentation at this step shall include a report of the Step 2 meeting, if held, and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

**8.7 Time Limit to Reply at Step 3**

- (a) The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.
- (b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

**8.8 Failure to Act**

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

**8.9 Time Limit to Submit to Arbitration**

- (a) Failing satisfactory settlement at Step 3, and pursuant to Article 9 - Arbitration, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:
  - (1) 30 days after the Employer's decision has been received;
  - (2) 30 days after the Employer's decision was due.

**8.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail.

- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they were certified, and received on the day on which they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

#### **8.11 Dismissal or Suspension Grievances**

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

#### **8.12 Deviation from Grievance Procedure**

- (a) The Employer agrees that after a grievance has been initiated by the Union, the Employer'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 clause, 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.

#### **8.13 Policy Grievance**

- (a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer 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 of this agreement.
- (b) 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.

#### **8.14 Technical Objections to Grievances**

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

### **8.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.13, 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.

### **8.16 Amending of Time Limits**

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arises 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, notify the other party within 30 days of the receipt of the reply at the Step 3, of its desire to submit the difference or allegations to a board of arbitration.

(b) Where either party opts to use the BC Labour Relations Board services to resolve a difference in (a) above, a submission of such a difference or allegation to arbitration shall be made by email or fax to the Board with a copy to the other party.

### **9.2 Composition of the Board of Arbitration**

(a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

(1) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee, pursuant to (2) of this clause.

(2) the name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

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

### **9.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour.

### **9.4 Board Procedure**

(a) In this article the term "*Board*" means a single arbitrator or a three person arbitration board.

(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.

### **9.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the 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.

### **9.6 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.

### **9.7 Expenses of Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints,
- (b) one-half of the fees and expenses of the Chairperson.

### **9.8 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.

### **9.9 Expedited Arbitration**

- (a) The parties shall meet as often as required to review outstanding grievances and determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of grievances considered suitable for expedited arbitration.
- (b) Grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 10 workdays;
  - (4) policy grievances;
  - (5) grievances relating to Article 14 – Hours of Work of this agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) demotions.

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### **9.10 Investigation**

If a difference arises between the parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Colin Taylor or Irene Holden shall, with mutual agreement of the parties:

- (a) investigate the difference;
- (b) define the issue of the difference; and
- (c) make written recommendations to resolve the difference.

within 30 days of the date of the request and, for those 30 days from the date, time does not run in respect of the grievance procedure.

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

### **10.1 Burden of Proof**

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

### **10.2 Dismissal**

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

### **10.3 Suspension**

- (a) The President of the Institute or any representative of the Employer specifically authorized by the President may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.
- (b) Where an employee has been suspended pending investigation of his/her conduct, the Employer will make every reasonable effort to complete its investigation and make a decision within 45 days of the commencement of the suspension.

### **10.4 Dismissal and Suspension Grievance**

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



### 10.5 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Upon the employee's request any such document, other than official employee appraisals, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### 10.6 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 until the next working day 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 his/her appraisal upon request.

### 10.7 Personnel File

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

### 10.8 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate

action being taken. 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.

### **10.9 Abandonment of Position**

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

### **10.10 Rejection During Probation**

(a) The Justice Institute may reject any probationary employee for just cause. A rejection during the probation shall not be considered a dismissal for the purpose of Clause 10.4, but the employee is entitled to the protection of Clause 10.8. 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 he/she has been appointed, provided that the factors involved in suitability could be reasonably expected to affect work performance.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may, in accordance with Article 8, grieve the decision within 30 days of receiving notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.11(a).

(c) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

(d) Employees who were casual employees prior to becoming regular shall, if deemed unsuitable in the regular position, have the right to revert to casual status for recall purposes and retain all accumulated seniority.

### **10.11 Justice and Dignity**

The parties agree that in certain situations, it may be in the best interest of both Employer and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

(a) For the purpose of this agreement, service seniority shall mean the length of continuous service as a regular or casual employee of the Institute. For those employees who are transferred from the Public Service of British Columbia to the Institute, the length of continuous service as an employee in the Public Service of British Columbia, prior to their transfer, shall be included. Service seniority will accrue on the basis of straight-time hours worked.

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

### 11.2 Seniority List

The Employer shall maintain a seniority list showing the service seniority hours and date each regular employee commenced employment with the Institute and also showing the date of commencement of employment with the Public Service of British Columbia in accordance with Clause 11.1. A current service seniority list for regular employees as of December 31<sup>st</sup> will be provided by the Employer to the President of the Union on or before March 31<sup>st</sup> of the following year.

### 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 – Pregnancy Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by WorkSafeBC shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.
- (c) An employee shall lose his/her seniority as a regular employee in the event that:
  - (1) he/she is discharged for just cause;
  - (2) subject to Clause 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;
  - (3) he/she is on layoff for more than one year.

### 11.4 Re-Employment

A regular employee who resigns his/her 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 he/she has not withdrawn his/her superannuation 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 he/she 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; and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this employer as a casual employee.
- (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 - CAREER POLICY****12.1 Job Vacancies**

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days of the vacancy occurrence.
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of six months from the establishment of the list.
- (c) Vacancies of a temporary nature which are known to exceed four months shall be posted within 30 days.
- (d) Notices shall be posted at least seven days prior to the closing date of the competition, except as provided for in Clause 12.9, and Article 13 – Layoff and Recall.
- (e) Notwithstanding articles in the collective agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the Employer and the Union at the local level.

**12.2 Postings**

- (a) Vacancies for all positions in the bargaining unit shall be posted internally on the union bulletin boards for seven calendar days prior to the job being advertised externally. This may be varied only with the prior written agreement of the bargaining unit Chairperson or designate. Job postings shall be done subject to this agreement. Qualified internal applicants shall be given first consideration for filling positions.
- (b) The notice of postings shall contain the following information: campus location, nature of position, ability, qualifications, experience, skills, whether shift work is involved, whether flextime is approved and wage or salary rate or range, and the notation: "*The Justice Institute of British Columbia is an equal opportunity employer and is interested in broadening the diversity of its staff. We encourage applications from individuals from visible minority groups, individuals of Aboriginal heritage, persons with disabilities and persons of all sexual orientation or gender identity.*"

Qualifications may not be established in an arbitrary or discriminatory manner.

- (c) Where the Employer 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.

**12.3 Selection Procedures**

- (a) Appointments to and from within the Justice Institute will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service at the Justice Institute.
- (b) The initial assessment of applicants shall be a process which appraises knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.
- (c) If the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this

applicant. The qualified applicant who is relatively equal with the most years of continuous service shall be appointed.

(d) For the purpose of this clause "*relatively equal*" means candidates with:

- 10 years or more of continuous service have a point score difference of 10% or less of the points available for education, skills, knowledge, experience and past work performance.
- less than 10 years of continuous service have a point score difference of five percent or less of the points available for education, skills, knowledge, experience and past work performance.

(e) Where an eligibility list has been established qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service. Other qualified candidates shall be placed on the list in order of their respective point scores.

#### **12.4 Appeal Procedure**

(a) Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, demotion, transfer or filling of vacancies, the employee may file a grievance in accordance with the grievance procedure as set out in Article 8 – Grievances of this agreement.

(b) Notwithstanding Article 8 - Grievances of this agreement, such a grievance shall be initiated at the third step of the grievance procedure within 14 days of notification of the promotion, demotion, transfer or the filling of vacancies.

#### **12.5 Union Observer**

The President of the Union or his/her designate may sit as an observer on the 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.

#### **12.6 Notification**

Within five working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons why they were unsuccessful. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment within five working days.

#### **12.7 Rehabilitation Procedure**

It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. Therefore, a rehabilitation committee will be established as follows:

(a) The Committee shall consist of four members, two appointed by the Employer and two appointed by the Union. A secretary shall be appointed to assist with the administration of the Committee. In addition, resource people may attend at the request of either party. The Committee may also use the services of a mutually agreed to external medical consultant.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are not capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation.

- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer.
- (d) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the bargaining Principals for final disposition.
- (e) The Rehabilitation Committee shall meet on an as-needed basis during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.
- (f) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

### **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 rehabilitation procedure outlined in Clause 12.8 shall be followed and the Labour/Management Committee shall consider any application or requests presented to it. 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 Article 13 - Layoff and Recall, may be considered for lateral transfer or voluntary demotion to available vacancies.

### **12.9 Interview Expenses**

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

### **12.10 Probationary Period**

- (a) Any employee who is a successful applicant to a position, either as a new hire of the Institute or as a promotion, shall be subject to a six months' probationary period with regular reviews. This clause shall not apply to employees who have been transferred laterally to a position involving the same job requirements as the employee's previous position. Employees who are successful in competition for a position that is lateral and the same classification shall not serve a probationary period.
- (b) Probationary employees, subject to this clause, shall have full rights to the grievance and arbitration procedures as set out in this agreement.
- (c) Where a new employee fails to successfully complete his/her probationary period, the Employer shall investigate the matter and determine whether or not just cause exists for rejection or whether or not the new employee could be placed in another position.
- (d) In the event a regular employee proves unsatisfactory in the position during the probationary period, the employee shall have the following options available to them:

- (1) Offered a vacant position (posting waived) for which he/she is qualified, with the pay rate maintained at the previous level, with no loss of seniority.
  - (2) Bump the junior person in previous classification and be paid in accordance with the rate for that classification, with no loss of seniority.
  - (3) Layoff with layoff options (e.g., recall, severance pay)
- (e) Notwithstanding articles in the collective agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the Employer and the Union at the local level.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Employer Commitments

It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon the Employer to communicate effectively with its employees and the Unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a workforce reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a 14 calendar day period, or such longer time as the Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

### 13.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the employee reduction process set out in this collective agreement:

- Job-sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the appropriate pension plan (College Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.

- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

### **13.3 Layoffs May Occur**

Once strategies other than layoff have been explored, the Employer may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the collective agreement will apply and the system wide Electronic Registry of Laid off Employees will be available.

### **13.4 No Stacking of Entitlements**

While various options may be considered and offered, there will be no stacking of entitlements.

### **13.5 Redundancy and Placement Options**

(a) Casual employees shall be laid off prior to regular employees, providing the remaining employees are qualified and able to fill the remaining positions.

(b) Where the Employer identifies a need to proceed with layoff, the employee occupying the redundant position shall be advised in writing by the Employer and given the following options in sequential order:

(1) to fill a vacancy in the same classification, provided that the employee possesses the skills and abilities to perform the job after a reasonable period of retraining/orientation;

(2) to displace the least senior employee in the same classification, provided that the employee has more seniority than the person to be displaced and provided that the employee possesses the skills and abilities to perform the job after a reasonable period of retraining/orientation;

(3) to fill a vacancy in the next lower classification provided that the employee possesses the skills and abilities to perform the job after a reasonable period of retraining/orientation;

(4) to displace the least senior employee in the next lower classification, provided that the employee has more seniority than the person to be displaced and provided that the employee possesses the skills and abilities to perform the job after a reasonable period of retraining/orientation;

(5) to fill a vacancy or displace the least senior employee as per (3) and (4) in successively lower classifications.

(c) (1) Failing placement under (b) above, the employee who occupies a redundant position shall receive layoff notice in accordance with Clause 13.6(a).

(2) An employee, displaced by a senior employee may exercise his/her options in the same manner as an employee occupying a redundant position.

(d) *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 Committee, current in-service training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.



(2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

(3) Employees with less than three years of service involved in training under this section shall receive their basic pay for the period of training.

(4) Employees with three or more years of service involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of the course-related material.

### 13.6 Layoff

#### (a) *Layoff Notice*

The Employer shall notify regular employees, in writing, who are to be laid off, 20 workdays plus five workdays for each completed year of service, to a maximum of 30 workdays prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work the requisite number of workdays after notice of layoff, he/she shall be paid in lieu of work for that part of the requisite number of workdays during which work was not made available.

#### (b) *Layoff Options*

An employee who is issued layoff notice shall elect one of the following options within two calendar weeks:

- (1) to be placed on the regular recall list;
- (2) to be placed in seniority order on the casual callout list above casual employees

An employee electing this option shall accrue regular seniority for all work assignments for which he/she has been recalled; however the rate of pay for work available under this option shall be commensurate with the actual classification of the work assignment offered.

Upon completion of each work assignment and for the purposes of Clause 11.3(c), he/she shall re-establish his/her right to a further 12 months of recall.

(3) to elect early retirement and, if eligible, to receive the early retirement benefits covered by Clause 18.8 and to receive severance pay in accordance with Clause 13.6(b)(4).

(4) to sever his/her employment and receive severance pay based on total years of service as follows:

- (i) for the first year of completed employment, three weeks' current salary;
- (ii) for the second year of completed employment, three weeks' current salary;
- (iii) for each completed year thereafter, one-half months' current salary.

Employees will not receive an amount greater than nine months' current salary.

#### (c) *Early Retirement*

A regular employee who is age 55 years or older and is entitled to receive a pension under the *Public Sector Pensions Plans Act*, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the appropriate pension board of trustees, to the severance pay compensation.

### **13.7 Salary Protection**

A regular employee who fills a regular vacancy or displaces a regular employee at a lower classification shall receive salary protection in accordance with Clause 27.6.

### **13.8 Recall of Regular Employees**

Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. An employee who declines recall to a regular position shall be deemed to have declined placement in the Institute and shall claim severance pay or early retirement. A regular employee who is laid off, will be placed on a recall list for a period of one year, for the purpose of regular recall to a regular position with the Institute.

## **ARTICLE 14 - HOURS OF WORK**

### **Preamble**

The parties recognize the Employer's right to establish hours of operation to fulfil the functions of the work unit, and the Union's right to negotiate work schedules in accordance with the provisions of this article to meet the hours of operation.

### **14.1 Annual Hours of Work**

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.

### **14.2 Hours of Operation**

- (a) Except in the case of an emergency, the Employer shall give the Union 30 days' notice of anticipated changes in the hours of operation.
- (b) Following the receipt of notice, the Employer's and the Union's designated representatives shall meet to negotiate mutually agreeable work schedules.
- (c) Where agreement cannot be reached, either party may refer the matter to the Labour/Management Committee pursuant to Clause 14.14.

### **14.3 Standard Hours**

- (a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the workday shall be seven hours duration, exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

### **14.4 Work Schedules**

- (a) Work schedules shall be established by mutual agreement between the Employer's designate and the Union's designate at the local level in accordance with the following:

#### *Shift Patterns:*

- (1) Five day schedule; or
- (2) Five day, four day schedule, with the extra day off scheduled by mutual agreement at the local level. The nine workdays within the two week period shall be seven hours and 47 minutes in duration; or

- (3) Four day week, with the extra day off scheduled by mutual agreement at the local level. The four workdays in the week shall be eight hours and 45 minutes in duration; or
- (4) The workday shall be seven hours and 30 minutes in duration with the extra time worked accumulated and:
  - (i) scheduled by mutual agreement at the local level as a day off every three weeks; or
  - (ii) scheduled by mutual agreement as lieu days, pursuant to Clause 14.10.

*Scheduling of Hours:*

- (5) Starting and finishing times scheduled by mutual agreement.
  - (6) Starting and finishing times unscheduled.
  - (7) Starting and finishing times unscheduled around a mutually agreed core period.
  - (8) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.
- (b) A record of the employee's work schedule shall be maintained at the local level.
  - (c) There shall be equitable rotation of the extra days off as mutually agreed to at the local level.
  - (d) Pursuant to Clause 14.9, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement within the two week period following the designated holiday.
  - (e) The Employer shall not unreasonably withhold agreement on any of the work schedule options in this article.
  - (f) Work schedules, once agreed upon, shall be posted.

#### **14.5 Changes in Work Schedules**

Work schedules may be altered at any time by mutual agreement between the Employer's designate and the Union's designate at the local level in accordance with the provisions of this article.

#### **14.6 Flextime**

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees who are able to:
  - (1) choose their starting and finishing times, and
  - (2) choose their length of workday within the stated maximum number of hours, subject to meeting the annual hours of work, in accordance with this agreement, through the specified averaging period.

Approval by the Employer shall not be unreasonably withheld. Where the Employer seeks to eliminate an existing flextime arrangement, the Employer shall provide bona fide reasons to the bargaining unit Chair.

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

- (c) The averaging period for those employees on flextime shall be 70 hours per two week period.
- (d) The workday for those employees on flextime shall not exceed 10 hours.
- (e) Employees shall have the option to bank flex days to a maximum of three at any one time:
  - (1) Used to top up sick leave entitlement, and/or
  - (2) Used at a time mutually agreeable to the employee and the Employer.

#### **14.7 Meal Periods**

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift. The length of the meal period shall be not less than 30 minutes and not more than 60 minutes.
- (b) An employee shall be entitled to take his/her meal period away from the worksite. Where this cannot be done, the meal period shall be considered time worked, and included in the work schedule or compensated for at the applicable overtime rate.

#### **14.8 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 employee.

#### **14.9 Conversion of Hours**

##### *(a) Lieu Days*

Where an employee is granted a lieu day pursuant to Clause 17.3 or 17.4 of this agreement, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.

##### *(b) Vacation*

Where an employee is granted vacation, pursuant to Article 18 – Annual Vacations, and where the regularly scheduled workday is greater than seven hours per day, employees shall remain on the agreed work schedules and the vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

##### *(c) Designated Paid Holidays*

Where an employee is granted a designated paid holiday, pursuant to Article 17 – Paid Holidays of this agreement, the time off granted will be seven hours per day designated paid holiday for a full-time employee and prorated for a part-time employee.

#### **14.10 Scheduling Lieu Days**

- (a) Pursuant to Clause 17.3 and 17.4 of this agreement, lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holidays but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks it shall be immediately scheduled on the vacation roster.
- (b) When statutory or designated holidays fall within a two week scheduling block, the additional hours to be worked in order to average 70 hours during the two week block may be carried over to the next two week scheduled block, if the scheduling of those additional hours is not possible during the original two week period.

**14.11 Work Location**

- (a) Every employee covered by this agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to his designated headquarters shall be considered as time worked.
- (b) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.
- (c) Except in the case of temporary assignment for the duration of less than one month, and except in the case of emergencies, the Employer shall give a regular employee two weeks advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.

**14.12 Clean-up Time**

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes. Clean-up time immediately prior to the end of the shift shall be limited to workstation clean-up.

**14.13 Standby Provisions**

- (a) Where regular employees are required to standby 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' standby. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if 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 working schedule and who are normally required to work whenever called.
- (b) Regular employees on standby in a relief operation, such as a manning 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 their normal day's pay with a minimum of one hour's standby.
- (c) Employees required to stand by under paragraph (a) will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

**14.14 Resolution of Disputes**

- (a) In the event of a dispute regarding any provision of this article, the matter shall be referred to the Labour/Management Committee for resolution.
- (b) Failure by the Labour/Management Committee to resolve the dispute within 10 days of referral may result in either party referring the dispute to arbitration pursuant to Article 9 - Arbitration of this agreement.
- (c) Pending final resolution of a dispute, the status quo with respect to work schedules shall be maintained.
- (d) Pending resolution of disputes pursuant to Clause 14.2, the Employer may, after 14 days' notice and on an interim basis, change starting and finishing times or alter days of rest of existing work

schedules to meet hours of operation, provided this does not increase the length of the workday beyond nine hours.

## ARTICLE 15 - SHIFT WORK

### Preamble

Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Article 14 – Hours of Work, work schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and three days off unless otherwise agreed to by the parties to this agreement. Once the shift patterns and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Article 14 – Hours of Work of this agreement.

### 15.1 Definition of Shift for Shift Premium

(a) Identification of Shifts

- (1) Day Shift - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m., inclusive;
- (2) Afternoon Shift - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m., inclusive;
- (3) Night Shift - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m., inclusive.

(b) *Shift Premium (Full-time Employees)*

90¢ per hour for afternoon shift  
\$1.00 per hour for night shift

### 15.2 Workplace Flexibility

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- (a) Collective agreement language shall apply except as expressly provided below.
- (b) After April 27, 2000 new positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (c) No regular employee hired prior to April 27, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- (d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- (e) No employee shall be laid off or have their hours of work reduced as a result of this article.

### 15.3 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m., inclusive, shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day or a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m. except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified workweek agreements, who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the third-shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

#### **15.4 Notice of Work Schedules**

(a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or a casual employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of 85¢ per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

(c) In the event that an employee's work schedule or shift is changed without five days' advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

#### **15.5 Short Changeover**

(a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 24 hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24 hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in paragraph (a).

#### **15.6 Exchange of Shifts**

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

#### **15.7 Shortfall of Shifts**

There shall be no pay back for shortfall of annual working hours in the shift systems agreed to pursuant to this article.

### 15.8 Allocation of Shifts

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

### 15.9 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal period.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

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

### 16.2 Authorization and Application of Overtime

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

### 16.3 Overtime Entitlement

- (a) An employee will be entitled to 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) Overtime shall be compensated in 15 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 Employer.

#### 16.5 Sharing of Overtime

Overtime work shall be allocated on an equitable basis to qualified employees considering their availability and location.

#### 16.6 Overtime Compensation (rate of 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; and
- (2) double-time for hours worked in excess of one; and
- (3) double-time for all hours worked on a day of rest.

(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 additional compensation at the rate of double-time for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on Institute business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) Any overtime due at the fiscal year end, or on termination, shall be paid in cash.

#### 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 \$12.35.

(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 his/her scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

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

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicate a meal for which an employee is entitled because of travel status or field allowance, 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 lay off during regular hours to equalize any overtime worked.

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<sup>1</sup> Sufficient notice means one-half (½) hour to permit preparation of the meal normally taken to work.

### 16.9 Right to Refuse Overtime

- (a) An employee shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (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 his/her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled 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.

### 16.11 Callout Provisions

#### (a) *Callout Compensation*

A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back 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 rates 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 periods and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "*callout*" means that the 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 his/her 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 the callout and the time the employee reports for duty on his/her 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, an employee shall not be required to report for work on that shift with no shortfall.

(d) Time spent by an employee travelling to work or returning to his/her residence before and after callout shall not constitute time worked but shall be compensated at the overtime rates.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Clause 16.11(b)(2) and (c)(1) and (2) then that portion of the shift shall be compensated at overtime rates.

(f) A casual employee who is called back to work in a circumstance such that he/she 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 his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his/her next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

### **16.13 Overtime Compensation (method of compensation)**

(a) Employees shall have the option of being compensated for overtime in cash or compensatory time off.

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

(c) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the 60 days, to receive payment for such unscheduled compensatory time off.

(d) Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of month following the month in which (1) the overtime was worked and/or (2) cash payment was elected as provided for in Clause 16.13(c) of this agreement.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holidays**

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

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

(b) Any other holiday proclaimed as a holiday by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

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

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

### **17.3 Holiday Falling on Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Clause 14.10.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated 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. The scheduling of the lieu day shall be subject to Clause 14.10.

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

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

### **17.6 Christmas or New Year's Day Off**

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

### **17.7 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the 60 working days preceding his/her holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven 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 working hours preceding a paid holiday.

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Annual Vacation Entitlement**

- (a) *Definitions:*

"*Vacation year*" - For the purpose of this article, a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

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

(b) Vacation Years	Workdays
First to third .....	15
Fourth.....	16
Fifth .....	17
Sixth .....	18
Seventh .....	19
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 seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

(d) *Conversion of Hours*

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 he/she earns 10 days' pay.

(2) Subject to Clause 18.6 any unused vacation earned during the first partial year will be paid to the employee at December 31<sup>st</sup> 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 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) Scheduling of vacations shall be subject to the provisions of Clauses 18.9, 18.10 and 18.11.
- (e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

#### **18.4 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position than his/her regular position for a majority of his/her regularly scheduled hours in the 60 working days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) Once per calendar year, upon 30 days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of any regular paycheque issued during the vacation period.

#### **18.5 Approved Leave of Absence With Pay During Vacations**

When an employee is in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7, and 20.8 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 15 days at any time. Employees in their first partial year of service, who commenced employment prior to July 1<sup>st</sup> 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 31<sup>st</sup>) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31<sup>st</sup> shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) The restrictions with respect to carryover in this clause do not apply in situations where the Employer, as a result of an emergency, does not permit the employee to commence previously approved vacation time prior to the end of the calendar year. In such case(s), any additional vacation time carried over as a result of this exception will be converted to an amount of time off equivalent to the value of the original deferred vacation based on the rate of pay at which it was earned. The restriction regarding cash in lieu of vacation continues to apply in the case of cancellations due to an emergency.

#### **18.7 Callback on 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, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in

returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

### **18.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a pension superannuation allowance under the *Public Sector Pensions Plans Act* shall be granted full vacation entitlement for the final calendar year of service.

### **18.9 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 he/she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1<sup>st</sup> to September 30<sup>th</sup> inclusive, which shall be defined as the prime-time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.

### **18.10 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 his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over banked vacation time during the prime-time vacation period.

### **18.11 Vacation Schedules**

(a) Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.

(b) An employee who does not exercise his/her seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred employee's choice.

(d) An employee transferred by the Employer shall maintain his/her vacation period and no other employee's vacation time shall be affected thereby.

(e) The Employer will make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

### **18.12 Vacation Relief**

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

### **18.13 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.

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with Appendix 2 which will be subject to review and revision during the period of this agreement by negotiations between the parties.

### **19.1 Joint Early Intervention Program (JEIP)**

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- (a) Jointly Managed – The program will be jointly managed by the Employer and the Union.
- (b) Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- (c) Rehabilitative – The JEIP is rehabilitative in nature.
- (d) Confidential – The parties involved in the program will maintain confidentiality of all information.

## **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 his/her regular rate of pay, from the date of death to or including the day of the funeral with, if necessary, any 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, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, daughter-in-law, son-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides. The Director, Human Resources and the chief union steward may agree to grant bereavement leave in the event of the death of a family member not listed.
- (c) 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.
- (d) Where established cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, 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 his/her regular rate of pay for the following:



- (1) Marriage of the employee ..... three days,
- (2) Attend wedding of the employee's child ..... one day,
- (3) Birth or adoption of the employee's child ..... one day,
- (4) Serious household or domestic emergency ..... one day,
- (5) Moving household furniture and effects ..... one day,
- (6) Attend his/her formal hearing to become a Canadian citizen ..... one day,
- (7) Attend funeral as pallbearer or mourner ..... one day,
- (8) Court appearance for hearing of employee's child ..... one day,

(b) Two weeks' notice is required for leave under Clauses 20.2(a)(1), (2), (5) and (6).

(c) For the purposes of Clause 20.2(a)(2), (4), (5), (6), (7) and (8), 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 Clause 20.2(a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal workday, and if he/she has not already qualified for special leave under Clause 20.2 (a)(5) on two occasions within the preceding 12 months.

### **20.3 Family Illness**

(a) In the case of illness of a dependent child, spouse or parent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

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

(c) In the case of hospitalization of a child, spouse or parent of an employee, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(d) The Director, Human Resources and the chief union steward may agree to grant leave under this clause for family members not listed.

### **20.4 Emergency Child Care Leave**

In the event of a collapse of child care arrangements, and when no one at the employee's home other than the employee can provide for the needs of the child, the employee shall be entitled, after notifying his/her supervisor, to use up to one day paid leave at any one time for this purpose.

### **20.5 Full-Time Public Duties**

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

- (a) for employees to seek election in a municipal, provincial or federal election 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 Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowance not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **20.7 Leave for Writing Examinations**

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

### **20.8 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer 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 Employer 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.

### **20.9 Educational Leave**

- (a) Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:
  - (1) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
  - (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
  - (3) Applications for educational leave for periods of four months or longer must be submitted three months prior to the beginning of the requested leave period.
  - (4) Applications for leave of periods of less than four months should be submitted with as much lead time as practical.
  - (5) After consideration by the Employer, all applications for educational leave of four months or longer shall be forwarded to the Labour/Management Committee for review, together with the decision of the department, no later than two months from the date of submission. If the Labour/Management Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave

is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's decision, the grievance shall commence at Step 3 of the grievance procedure.

(6) An employee granted educational leave under this section shall receive up to 100% of his/her basic salary.

(7) An employee granted educational leave under this section shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, he/she will remain in the service of the Employer for a period equivalent to three times the length of his/her educational leave multiplied by the percentage of his/her basic salary.

(8) Should he/she leave the service of the Employer before this period expires, he/she shall refund to the Employer the total cost of his/her training including allowances and expenses on a pro rata basis.

(9) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training, he/she will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this section on a pro rata basis.

(10) For information purposes, the Employer agrees to supply the Labour/Management Committee with the budgeting allotment for education and skill up-grading, by the Institute, for the ensuing year.

(11) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.

(12) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this article.

(13) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this article.

(14) In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

(b) The Labour/Management Committee shall provide the Employer with the criteria for the evaluation of applications for educational leave and the amount of basic salary and allowances. The Labour/Management Committee may also establish a subcommittee which will be responsible for making recommendations to the Labour/Management Committee regarding in-service training needs and programs and training assistance.

(c) *Equipment Demonstrations*

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

(d) *Examinations of Qualifications*

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examinations shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six months' service.

(e) *Preparation for Examination*

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer and to complete courses offered by the Employer. The parties recognize, however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

## **20.10 Elections**

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

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

## **20.11 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer 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 Employer will give written reasons for withholding approval.

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

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental 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 20.13. "*Medical and/or dental appointments*" include only those services covered by the BC Medical Services Plan, the Employer's Dental Plan, the Extended Health Benefit Plan and appointments with the Employee and Family Assistance Program.

## **20.13 Maximum Leave Entitlement**

Leaves taken by full-time employees under Clauses 20.2, 20.3, 20.4 and 20.12 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer. Other employees who qualify for these leaves will have their total hourly entitlement prorated accordingly.

## **20.14 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 Employer.

**20.15 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 without pay:

- (1) where an employee is required to take annual training with Her Majesty's Reserve Forces;
- (2) where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) 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 he/she chooses to use part or all of his/her annual vacation entitlement for these activities.

(c) An employee who takes leave under this clause shall continue to accrue seniority for the duration of his/her leave.

**20.16 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ, or special request for donating blood of a rare type.

**20.17 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 or the lunar calendar, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule C.T.O., E.T.O., unused vacation or lieu days.

**20.18 Extended Child Care Leave**

(a) Upon completion of pregnancy, 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:

- (1) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21- Pregnancy Leave.
- (2) The combined length of leaves under this clause and under Article 21 – Pregnancy Leave shall not exceed 18 months.
- (3) The employee's return to work requirements of Clauses 21.7(b) and 21.10 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.8.

- (4) On 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.

#### **20.19 Leave of Absence for Institute Committees**

An employee whose assigned work schedule would prevent him/her from attending meetings of an institute committee to which he/she has been elected or appointed, will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meeting(s). Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

#### **20.20 Deferred Salary Leave Plan**

All full-time and part-time regular employees at the Justice Institute of British Columbia may apply for leave under this clause. The Employer's policy on the Deferred Salary Leave Plan shall be made available to all employees.

### **ARTICLE 21 - PREGNANCY LEAVE**

#### **21.1 Pregnancy Leave**

- (a) An employee is entitled to pregnancy leave of up to 17 weeks without pay.
- (b) An employee shall notify the Employer 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 pregnancy leave 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 by mutual agreement of the Employer and employee. Agreement to such deferral will not be unreasonably withheld by the Employer.

#### **21.2 Pregnancy Leave Allowance**

- (a) An employee who qualifies for pregnancy leave pursuant to Clause 21.1, shall be paid a pregnancy leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer 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 pregnancy leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the pregnancy leave allowance will consist of:
- (1) two weeks at 85% of the employee's basic pay;
  - (2) 15 additional 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.

#### **21.3 Parental Leave**

- (a) Upon written request, an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay. Combined pregnancy and parental leave will not exceed 52 consecutive weeks.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 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;
  - (2) in the case of a father or adoptive parent, following the birth or adoption of the child and conclude within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

#### **21.4 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Clause 21.3, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Clause 21.3(b), the parental leave allowance will consist of a maximum of 37 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.

#### **21.5 Parental Leave for Adoption**

Upon request and with appropriate documentation, an employee is entitled to parental leave without pay of up to 37 weeks following the adoption of a child.

#### **21.6 Extension of Leaves**

- (a) Pregnancy leave or parental leave shall be extended for up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken to pursuant to this article.
- (b) Pregnancy leave or parental leave may be extended for a period of up to six months at the request of the employee. Such requests will be given reasonable consideration by the Employer.

#### **21.7 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.3, 21.5 and 21.6 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.8 the Employer will recover monies paid pursuant to this clause.

### **21.8 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21 - Pregnancy Leave or Clause 20.18 commenced if he or she does not return to work upon expiration of the leave.

### **21.9 Entitlements Upon Return to Work**

- (a) Notwithstanding Clauses 18.2(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.1, 21.3 or 21.5 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.
- (b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six months' return to work required in (a) as a result of proceeding on pregnancy, parental or 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 pregnancy parental or adoption leave.

### **21.10 Pregnancy and/or Parental Leave Allowance Repayment**

To be entitled to the pregnancy and/or parental leave allowances pursuant to Clause 21.2 and/or 21.4, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six months after his/her return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer for the pregnancy and/or parental leave allowance received under Clause 21.2 and/or 21.4 above in full.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.1 Statutory Compliance**

The Employer and the Union 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 Occupational Health and Safety Committee**

- (a) Management will recognize a joint health and safety committee consisting of equal representation. The Committee must be set up so that both parties are independent and are able to freely express their views. At no time will the employer representative(s) out-number the employee representative(s).

Minimum size of committee shall be two union representatives and two Management representatives. Provision shall be made to ensure representation from all worksites.



- (b) The meeting will be co-chaired. A senior member of management with decision-making authority will be a permanent member of the Committee. Management will guarantee policy statements, funding, access to health and safety information and on-the-job health and safety training.
- (c) Recommendations on all areas of health and safety shall be acted upon by the Committee.
- (d) An employee shall be paid at the applicable rate of pay for all time spent at meetings and meetings will be held during regular working hours, allowing sufficient time to complete the business of the meeting. If there is insufficient time to complete the meeting it shall be continued the following working day.
- (e) Minutes of all meetings will be kept and copies distributed to all union/management bulletin boards within five days after the meeting. Both Co-Chairpersons will sign the minutes unless there is a dispute over the contents of the minutes in which case the dissenting Co-Chairperson will indicate in writing the disagreement.
- (f) Minutes of all meetings will be distributed to WorkSafeBC and to the Union's area office and Headquarters.
- (g) The duties of the Committee shall include but not be limited to the following:
- (1) hold meetings once a month or more often if requested by either Co-Chairperson;
  - (2) receive and settle employees' complaints;
  - (3) maintain records of the complaints presented;
  - (4) examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;
  - (5) cooperate with Professional Health Services;
  - (6) establish and support educational programs dealing with health and safety;
  - (7) participate in investigations and inspections relating to health and safety;
  - (8) develop and maintain related programs and protective measures;
  - (9) ensure that related programs are followed;
  - (10) ensure that accurate records of work accidents are maintained;
  - (11) study information on the actual or possible risks associated with equipment or work methods;
  - (12) study all the Employer's reports concerning the health and safety of employees within the bargaining unit;
  - (13) perform any other function the Joint Health and Safety Committee deems appropriate with a view to improving the administration of the health and safety policy at the workplace;
  - (14) review changes in facilities, processes and procedures for the purposes of identifying possible health and safety hazards.
  - (15) The Occupational Health and Safety Committee shall review applications for occupational first aid attendants and shall select the attendants pursuant to Clause 22.5(d)(5).

(h) All time spent by union representatives on health and safety matters pursuant to the collective agreement will be considered as time worked and payment will be made by the Employer at the applicable rate of pay.

(i) Any or all employees who have been designated by the Union to attend union-sponsored Occupational Health and Safety training will be granted a leave of absence without loss of wages, benefits or seniority. The Union will determine what constitutes union-sponsored occupational health and safety training.

### **22.3 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 workplace Health and Safety Committee; or
- (b) a person designated by a safety committee; or
- (c) a 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 Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with the WorkSafeBC Occupational Health and Safety Regulations, he/she shall not be subject to disciplinary action.

### **22.4 Investigation of Accidents**

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

### **22.5 Occupational First Aid Requirements and Courses**

- (a) The Union and the Employer agree that First Aid Regulations, made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer 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 Attendants in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold.

#### **Effective April 1, 2005**

Level 3 Occupational First Aid Certificate - \$51.00 per biweekly period or \$110.50 per month

Level 2 Occupational First Aid Certificate - \$39.00 per biweekly period or \$84.50 per month

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level of certificate 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 up to 10 days or while on vacation leave with pay.

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

- (d) (1) In order to meet the requirements of (a) above, the Employer 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 within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the OH&S Regulation 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 Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where the requirements of (a) above cannot be met, within a reasonable period of time through utilization of Clause 22.5(d)(1),(2) and (3), the Employer 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 12.2(b).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the OH&S Regulation to undertake Occupational First Aid training in order to obtain a certificate.

## **22.6 Occupational Health and Safety Courses**

- (a) The Occupational Health and Safety Committee, in consultation with the WorkSafeBC, shall develop training programs for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.
- (b) This Committee shall monitor and assess the results of such ongoing training programs.

## **22.7 Injury Pay Provisions**

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 his/her shift, without deduction from sick 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 Employer. The Employer 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 Employer.

## **22.9 Working Hazards**

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

## **22.10 Video Display Terminals**

(a) Employees who are required to operate VDTs on a continuous basis for a full shift shall be reassigned to alternate work duties for two 10-minute periods. Where alternate work duties are not available, employees shall receive two 10-minute rest breaks.

(b) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.

## **22.11 Safety Equipment**

The Employer shall supply all safety equipment required for the job under the OH&S Regulation.

## **22.12 Dangerous Goods, Special Wastes and Pesticides & Harmful Substances**

Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same.

## **22.13 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 Joint Occupational Health and Safety Committee 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) 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 Employer's expense.

(d) Where a communicable disease policy is established the Joint Health and Safety Committee shall be consulted regarding the worksite specific application of the policy.

## **22.14 Workplace Violence**

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of an attempt or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, including any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.

- (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) physical and procedural measures for the protection of employees, applicable to those worksites or work situations, shall be implemented.
- (c) The Joint Occupational Health and Safety Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Joint Occupational Health and Safety Committee 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 by a person, other than a worker, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and counselling will be made available to employees subjected to violence. Any worker reporting an injury or adverse symptom as a result of an incident of violence will be advised to consult a physician for treatment or referral.

Leave required to attend such debriefing or counselling sessions will be without loss of pay.

#### **22.15 Pollution Control**

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

#### **22.16 Working Conditions**

- (a) The Employer will endeavour to ensure that employees are not subjected to undue noise, heat, cold or dust as a result of construction or maintenance of the Employer's premises. The Employer will endeavour to arrange for work which would cause these conditions to be performed outside of the normal working hours of employees covered by this agreement.
- (b) Any dispute as to whether an employee has been required to work under unacceptable conditions shall be settled by the Joint Health and Safety Committee pursuant to Clause 22.2(g)(2).

#### **22.17 Asbestos**

Where an inspection by the WorkSafeBC, the British Columbia Buildings Corporation or agents acting on either of their behalf, results in a finding that friable asbestos exceeds the prescribed limits of the OH&S Regulation at a worksite, each employee at that worksite will be provided with a document confirming that finding.

#### **22.18 Employee Safety Travelling to and from Work**

In accordance with the regulations established by the WorkSafeBC, the parties will instruct their representatives on local occupational health and safety committees to review the matter of employee safety while travelling to and 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.

#### **22.19 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illness which are work related.

(b) Local occupational health and safety committees (or union and employer 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 environmental conditions; and
- (4) the physical demands of work

in a manner consistent with generic guidelines developed by the Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplace or workstations, the Employer 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.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Definition**

Technological change means:

- (a) the introduction by the Employer of a change in his/her work, undertaking or business, or a change in his/her equipment or material from that equipment or material previously used by the Employer in his/her work, undertaking, or business; or
- (b) a change in the manner in which the Employer carries on his/her work, undertaking, or business related to the introduction of that equipment or material.

### **23.2 Notice**

Where the Employer intends to make a technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this agreement applies, and
- (b) alters significantly the basis upon which this agreement was negotiated, it shall give the Union written notice of the change 60 days prior to the introduction of such technological change.

### **23.3 Commencing Negotiations**

The Employer and the Union shall, within 14 days of the date of the notice provided under Clause 23.2, commence collective bargaining for the purpose of reaching agreement as to the adjustment to the effect of the technological change and in what way if any, this agreement should be amended.

### **23.4 Failure to Reach Agreement**

If the Employer and the Union fail to reach agreement, pursuant to Clause 23.3, the matter shall be referred to the arbitration procedure of this agreement.

### **23.5 Training Benefits**

- (a) In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such

employees shall, subject to the employee's ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time not to exceed three months, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

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

### **23.6 Transfer Arrangements**

An employee who is displaced from his/her job by virtue of technological change will be offered the vacancy options or early retirement options of Article 13 subject to the employee's ability to perform the work with adequate training.

### **23.7 Severance Arrangements**

(a) In the event that an employee displaced from his/her job by virtue of technological change chooses not to take the vacancy or early retirement options of Article 13 – Layoff and Recall, pursuant to Clause 23.6, he/she shall notify the Employer of his/her intent, and shall be eligible for severance pay as outlined in Article 13 – Layoff and Recall.

(b) In the event that an employee is not able to perfect or acquire the skills necessitated by the new method of operation, pursuant to Clause 23.5, the Employer shall give such employee a minimum of two weeks' notice in writing of its intent to displace such employee.

## **ARTICLE 24 - CONTRACTING OUT**

### **24.1 Contracting Out**

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in:

- (a) the laying off of such employees,
- (b) the failure to recall qualified employees in layoff.

### **24.2 Additional Limitation on Contracting Out**

(a) In addition to, and without limiting any provision in this agreement, the Employer will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.

(b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the bargaining unit Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of privacy legislation and agree to maintain confidentiality of all private information in these contracts.

**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 BC Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

**25.2 Benefit Entitlement for Part-Time Regular Employees**

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in this collective agreement.

**25.3 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. In addition to the eligible dependants covered in the existing plan, such plans shall include coverage of both same sex and opposite sex common-law spouses.

*(a) Extended Health Benefits*

The Employer will amend its Extended Health Benefit Plan provisions to provide the following:

- (1) Total lifetime coverage level will be unlimited.
- (2) Hearing aid benefit claims will be to a maximum of \$600 every five years.
- (3) Eye exams – effective January 1, 2016, a maximum of \$100 will be reimbursed for eye exams every 24 months.
- (4) Vision care benefit claims will be to a maximum of \$400 every two years effective January 1, 2017.
- (5) Diabetes - the cost of needles or, where prescribed by the employee's physician, needle-less insulin injectors. Where needle-less insulin injectors are purchased, the maximum payable will be \$500 once every 60 months and cost of needles will not be claimable during that 60 month period.  
  
"Payable" means that the capped amount is reimbursable in full and the plan deductible amounts and co-insurance percentages do not apply.
- (6) Fees of a Registered Clinical Psychologist - up to a maximum of \$600 claimable per family per year;
- (7) Hairpieces for chemotherapy patients not to exceed \$200 claimable every 24 months.
- (8) Breast Prosthetics/Bras - \$500 claimable once every 12 months.
- (9) Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.
- (10) Eligibility for coverage under the plan for minor dependent children will end upon reaching age 19 unless the dependent child is in full-time attendance at a post-secondary educational institution.



**25.4 Dental Plan**

(a) Effective January 1, 2019, the Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable dental plan which provides:

- (1) Plan A 100% coverage;
- (2) Plan B 60% coverage;
- (3) Plan C 60% coverage.

In addition to the eligible dependants covered in the existing plan, such plan shall include coverage of both same sex and opposite sex common-law spouses.

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

(b) An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Effective January 1, 2017, orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

(c) Coverage will cease 30 days after an employee's employment ends.

(d) Eligibility for coverage under the plan for minor dependent children will end upon reaching age 19 unless the dependent child is in full-time attendance at a post-secondary educational institution.

**25.5 Group Life**

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of \$65,000.

The Employer shall pay 100% of the premium on the base of \$65,000 and the employee shall pay the premium for any insurance over the base minimum.

(b) All regular employees of the Institute shall, as a condition of employment, participate in the group life plan referred to in Clause 25.5(a) and shall complete a premium deduction authorization form.

(c) The Group Life Plan includes an Advanced Payment Program for the terminally ill.

**25.6 Accidental Death and Dismemberment**

The Employer shall provide a mutually acceptable Accidental Death and Dismemberment Plan to include the following provisions.

- (a) loss of both hands or feet .....the principal sum
- (b) loss of sight of both eyes .....the principal sum
- (c) loss of one hand and one foot .....the principal sum
- (d) loss of one hand or one foot and sight of one eye .....the principal sum
- (e) loss of one hand or one foot..... one-half the principal sum
- (f) loss of sight of one eye ..... one-half the principal sum

The Employer shall pay 100% of the premium for this plan.

### **25.7 Business Travel Accident Policy**

The Business Travel Accident Policy will provide a \$75,000 benefit for any accidental death suffered by an employee while travelling by air on the business of the Employer.

The Employer shall pay 100% of the premium for this plan.

### **25.8 WorkSafeBC Claim**

Where a regular employee is on a claim recognized by WorkSafeBC, while the employee was on the Employer's business, the employee shall be entitled to leave, at his/her regular rate of pay, up to a maximum of 130 days for any one claim. Where an employee elects to claim leave with pay under this clause, the compensation payable by the WorkSafeBC shall be remitted to the Employer.

### **25.9 Employment Insurance**

Employment insurance coverage will be provided during the life of this agreement for regular and casual employees who are eligible for such coverage under the provisions of the *Employment Insurance Act*.

### **25.10 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Section 1.4 of Appendix 2.

### **25.11 Legislative Changes**

If the premium paid by the Employer 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.

### **25.12 Employee and Family Assistance Program**

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This employer-funded, confidential, assessment/referral service will be monitored by a joint committee. The Committee shall consist of two members, one member appointed by the Employer and one member by the Union. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.
- (d) The initial absence from work to keep appointments with resource personnel shall be permitted under Clause 20.11.
- (e) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

### **25.13 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 Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

#### **25.14 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 - WORK CLOTHING**

#### **26.1 Protective Clothing**

The Employer shall provide adequate protective clothing where the need arises. This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation.

#### **26.2 Union Label**

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

#### **26.3 Uniforms**

- (a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of dress.
- (b) Changes in style or colour shall not be introduced except as mutually agreed between the Employer's designate and the Union's designate.
- (c) The Employer recognizes the responsibility to provide employees, who are required to wear a uniform, with a quantity necessary to maintain required standards of hygiene.

#### **26.4 Maintenance of Clothing**

- (a) It shall be the Employer's responsibility to ensure that uniforms and clothing issued are properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repairs.
- (b) Where special circumstances require an employee to maintain, clean, or repair the uniform or clothing issued to him/her, he/she shall receive a clothing allowance of \$10 per month for such maintenance, cleaning, or repair.

#### **26.5 Lockers**

Lockers, which can be locked, shall be provided for all employees required to change their clothes.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their pay no later than three 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 issued for 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 Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) Employees working shifts shall receive pay statements in accordance with the following:
  - (1) Day shift ..... on the payday;
  - (2) Afternoon shift..... coming off the shift prior to the payday;
  - (3) Night shift..... coming off the shift the morning of the payday.
- (e) If the pay is not deposited, pursuant to Clause (c) or (e) above, the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.

**27.2 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 27.6.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Rates of pay shall be increased as follows:
  - (1) Effective the first day of the first full pay period after July 1, 2015 all rates of pay for classifications listed in Appendix 1A which were in effective on June 30, 2015 shall be increased by one percent. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
  - (2) Effective the first day of the first full pay period after May 1, 2016, all rates of pay for classifications listed in Appendix 1A which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
  - (3) Effective the first day of the first full pay period after July 1, 2016, all rates of pay for classification listed in Appendix 1A which were in effect on June 30, 2016 shall be increased by one-half of one percent. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
  - (4) Effective the first day of the first full pay period after May 1, 2017, all rates of pay for classifications listed in Appendix 1A which were in effect on April 30, 2017 shall be increased by one percent plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(5) Effective the first day of the first full pay period after July 1, 2017, all rates of pay for classifications listed in Appendix 1A which were in effect on June 30, 2017 shall be increased by one-half of one percent. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(6) Effective the first day of the first full pay period after May 1, 2018, all rates of pay for classifications listed in Appendix 1A which were in effect on April 30, 2018 shall be increased by one percent plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(7) Effective the first day of the first full pay period after July 1, 2018, all rates of pay for classifications listed in Appendix 1A which were in effect on June 30, 2018 shall be increased by one-half of one percent. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

(8) Effective the first day of the first full pay period after May 1, 2019, all rates of pay for classifications listed in Appendix 1A which were in effect on April 30, 2019 shall be increased by one percent plus the Economic Stability Dividend\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

\*see Appendix 1D Re: Economic Stability Dividend

(d) The rates of pay are recorded in Appendix 1B.

### **27.3 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.

(c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to Clause 27.3(a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description. Where this job description requires periodic substitution, substitution pay shall not be payable during periods of vacation relief in the higher position or for periods of absence substitution of 70 consecutive work hours or less in the higher position. Substitution in excess of the 70 consecutive work hours shall be payable from the commencement of the first shift of substitution. Substitution is not payable for any period of substitution during vacation relief in the higher position.

(d) 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 his/her regular position for a majority of his/her regularly scheduled hours in the 60 days preceding his/her leave, in which case he/she shall receive the higher rate.

(e) If an employee substitutes in 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 substituting classification, then the salary placement will be

equivalent to the higher rate. This shall only apply to classifications in the same classification series. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

#### **27.4 Rate of Pay on Promotion or Demotion**

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

(b) When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established the maximum reduction shall be the closest step to eight percent below his/her previous rate, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight percent, the new salary shall be the maximum of the new position.

#### **27.5 Pay on Temporary Assignment**

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

#### **27.6 Salary Protection and Downward Reclassification of Positions**

(a) An employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her 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 his/her new classification.

That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

#### **27.7 Travel Allowances**

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

(b) Except as provided in (a) above employees will not receive vehicle allowance for distances travelled between their residence and their regular work location. When employees are required by the Employer to report to work at a different location they will receive vehicle allowance for distances travelled in excess of those travelled between their residence and their regular location. When employees are required to travel from their regular location to a different location in the course of their workday vehicle allowance will be paid for distances travelled. Employees who are required to

report to a different work location outside of their regular hours will be entitled to vehicle allowance in accordance with the forgoing.

- (c) Employees are encouraged to car pool whenever practical.
- (d) Employees will be reimbursed for receipted parking expenses and meter parking fees.
- (e) Employees who are entitled to claim vehicle allowance but choose to use public transit will be reimbursed for receipted travel costs.
- (f) Employees will be reimbursed for receipted cab fares where the cost of the cab is less than the cost of mileage or public transit or where a cab is required to ensure the employee's safety.
- (g) Effective April 1, 2005, vehicle allowance (cents per kilometre) will be paid in accordance with the Employer's Financial Policy - Staff Travel & Expenses.

### **27.8 Meal Allowance**

- (a) Employees on travel status away from their headquarters will receive a meal allowance for the time spent away from headquarters.
- (b) When employees are required by the Employer to report to work at a different location they will receive meal allowance.
- (c) Effective April 1, 2005 meal allowances will be:
  - Breakfast - \$10
  - Lunch - \$15
  - Dinner - \$20

### **27.9 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.

### **27.10 Upgrading Qualifications**

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

### **27.11 Cashier Policy**

Cashiers who make excessive and too frequent financial transaction errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in (a) or (b).

### **27.12 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with the attached Appendix 3 which shall be subject to review and revision during the period of this agreement by negotiations between the parties.

**27.13 Retirement Allowance**

Upon retirement from service an employee who has completed 20 years of service with the Employer and who under the provisions of the Municipal Pension Plan or the College Pension Plan is entitled to receive a superannuation allowance or pension on retirement, is entitled to an amount equal to his/her 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 his/her monthly salary. Length of service credited in Article 11- Seniority shall also be credited for payments pursuant to this article. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

**27.14 Salary Rate Upon Employment**

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

**27.15 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.

**27.16 Hourly, Daily and Partial Month Calculations**

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

$$\frac{\text{Annual Salary}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ months}}{26.0892857} = \text{Biweekly Salary}$$

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

The daily rate shall be determined by multiplying the number of regularly 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:

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12} = \text{Monthly Salary}$$

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

$$\text{Salary} = \frac{\text{Hours worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs scheduled plus paid holiday (paid holiday} = 7 \text{ hrs)}}$$

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.

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



(a) *Salary Rated Employees - Partial Monthly Pay*

- (1) The formula for paying a partial month's salary to employees paid on a monthly basis is:

$$\text{Adjusted Monthly Salary} = \frac{\text{Hours worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs scheduled plus paid holiday (paid holiday = 7 hrs)}}$$

**27.17 Vehicles**

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

**27.18 Within Headquarters Area**

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

**27.19 Supply and Maintenance of Equipment**

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

**27.20 Child Care Expenses**

- (a) Where an employee is requested or required by the Employer to attend;
- (1) Employer-endorsed education, training and career development activities, or
- (2) Employer-sponsored activities,

which are not included in the normal duties of the employee's job, outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 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.

**27.21 Relocation Expenses**

Regular employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Appendix 3. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

## **27.22 Lodging Allowances**

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

## **ARTICLE 28 - JOB EVALUATION AND REQUESTS FOR JOB EVALUATION REVIEW**

### **28.1 Preamble**

The Employer and the Union recognize the need to maintain the principles of pay equity and job evaluation to evaluate jobs in the bargaining unit. The parties also agree to apply the Gender-Neutral Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the factors and degrees in the Plan Manual. The Employer agrees to supply the President of the Union or his/her designate and the bargaining unit Chair with the job descriptions for those classified in the bargaining unit.

### **28.2 Job Evaluation**

- (a) The Employer shall not introduce a job evaluation plan, or alter or amend the Joint Job Evaluation Plan, without prior agreement with the Union.
- (b) It is understood that the Job Evaluation Plan, and/or grid range placement will, so far as possible, be those used in the Public Service of the government of the Province of British Columbia.

### **28.3 Joint Job Evaluation Committee**

A joint job evaluation committee shall be formed with two representatives from each of the parties to this agreement. Meetings of the Joint Job Evaluation Committee will require at least one representative from each party. Representative of the Union will suffer no loss of seniority or remuneration otherwise payable by the Institute when such meetings are held during work hours. The Employer is not obligated to pay any additional wages, overtime or other premiums in the event that the parties agree to schedule meetings of the JJEC during non-working hours. The Union and the Employer agree that the JJEC shall:

- (a) determine appropriate operating procedures and terms of reference for the ongoing operation of the Committee;
- (b) determine the format of position questionnaires, job descriptions/job specifications to be used within the Job Evaluation Plan;
- (c) develop and implement a fast track arbitration process to expedite disputes within the JJEC regarding job ratings; and
- (d) ensure the ongoing maintenance of the plan.
- (e) Both parties agree that at least 50% of their representation on the Committee will be female.

### **28.4 Documents for Committee**

The Committee is responsible for the maintenance of all documentation including evaluation results, job specifications, and individual ratings for all jobs, and shall be supplied with all relevant documentation for making position ratings.

### 28.5 Job Evaluation Review Request Procedure

- (a) When an employee feels that there is conflict between the position description and the duties he/she is required to perform or that the position is improperly classified, the employee shall discuss the matter with his/her immediate supervisor. The Employer or any employee who believes that the position is improperly classified may submit the matter to the JJEC for determination, by following the process described below.
- (b) The template document entitled "*Job Description for BCGEU Position*" will be completed by either the supervisor or the employee. Before the document is submitted to the JJEC, it must be signed and dated by the employee, the supervisor and the Dean/Director. The supervisor will forward the revised Job Description and review form to HR for distribution to the JJEC within 14 working days of receipt from the employee. The employee shall keep a copy of the signed document. The template Job Description document will be available to employees on JIBC's Intranet.
- (c) Once the Job Description has been signed off by the employee, supervisor, and the Dean/Director, it will be forwarded by the supervisor to Human Resources for distribution to the JJEC.
- (d) Within 90 calendar days of Human Resources receiving the signed document, the JJEC will notify the Employer and the affected employee of its decision in writing. The Committee will provide in writing the reason for its decision.
- (e) The effective date of any retroactivity resulting from a change in job level, is the date the job description is submitted to the JJEC, or 15 calendar days from the date that the supervisor received the completed job description from the employee, whichever occurs first.

### 28.6 Change in Classifications

Changes in classification may occur as a result of:

- (a) a decision by the Employer consistent with an assigned change in the duties of the position; or
- (b) a request by the employee, following an assigned change in the duties of the position, or where the employee can demonstrate a substantive change or changes in the duties of the position; or
- (c) an arrangement between the parties at Step 3 of the grievance procedure; or
- (d) a decision by the Arbitrator following referral to Clause 28.7 of a dispute not resolved via Clause 28.5 above; or
- (e) collective bargaining.

If a position is rated lower as a result of the implementation of the Job Evaluation Plan, the incumbent shall remain at his/her current pay level and will continue to receive negotiated wage increases. When the incumbent vacates the position, the position will be posted and filled at the job level established by the JJEC.

### 28.7 Resolution of Disputes

In the event that the JJEC cannot agree on the evaluation of a position, the parties agree that an employer representative and a BCGEU representative have 30 calendar days to try and resolve the dispute.

Failing agreement of the referees, the matter will be referred to a fast track arbitration process developed by the JJEC. This process will be a maximum three hours with no outside counsel.

**28.8 Criteria for Arbitrator**

The Arbitrator shall only consider factors, degrees, and other related methods used within the point evaluation system under the Gender Neutral Job Evaluation Plan developed by the JJEC, and limited to those factors and degrees under dispute. The parties agree an arbitrator shall have a knowledge of job evaluation. He/she shall be supplied with all the documentation, existing evaluation results, job specifications, as well as the individual position ratings for all jobs within the unit. The parties specifically agree that neither market value nor volume of work will be factors in determining job evaluation level.

**28.9 Existing Scale**

The existing scale shall be maintained and the Arbitrator shall not have the authority to increase the number of steps except with the consent of the parties.

**28.10 Substitution Pay in Lieu of Formal Reclassification**

If the Employer does not wish certain duties to be continued to be performed by the employee, the Employer has the authority to pay substitution pay for the period for which the duties were performed.

**28.11 Job Descriptions**

The Employer agrees to maintain updated job descriptions for all positions and classifications for which the Union is the bargaining agent and provide the Union with a copy of any revisions to existing job descriptions.

**28.12 New Position**

- (a) When a position not covered under Appendix 1A is established during the term of the agreement, the Employer shall consult with the Union's co-chair of the JJEC or designate as to rate of pay.
- (b) If the parties fail to agree within three working days of their first meeting as to the rate of pay, the Employer may implement the classification and the rate of pay. In such case, the position description and all supporting information and documents shall be forwarded to the JJEC within 60 calendar days.
- (c) Where the JJEC is unable to reach consensus as per (b) above, the matter will be resolved in accordance with Clause 28.7 – Resolution of Disputes.
- (d) The employee and supervisor will review the job description for any changes of job duties within 12 months. If the employee believes his/her job has changed, the employee can request to review the job to determine if the job description should be revised. All new or revised duties will be highlighted and/or bolded.
- (e) The employee's supervisor and Director will sign the Job Description and review form with comments. The supervisor will forward the revised Job Description and review form to HR within 14 days of the date the employee signs the Job Description and review form. The amended job description and review form will then be forwarded to the JJEC for review.
- (f) The JJEC will notify the employee of its decision within 60 calendar days of receiving the request.

**28.13 No Delay**

The procedure set out above is not intended to interfere with or delay the posting or filling of new positions, as the new rate ultimately settled on will be made retroactive to the date the position was first filled by the employee.

**28.14 Reclassification of Position**

Employees shall not have their salary reduced by reason of a change in the classification of their position that is caused by other than the employees themselves.

**28.15 Joint Application for Pay Equity Funds**

The parties agree to make joint application to the Provincial Government for pay equity funds that may become available.

**ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE****29.1 Establishment of Committee**

In recognition of the mutual benefits of ongoing consultation and open communication between the employees and the Employer, the parties agree to establish a labour/management committee consisting of equal numbers of union and institute representatives with a minimum of two and a maximum of three representatives from each party.

**29.2 Meetings of Committee**

The Labour/Management Committee shall meet at the call of either party at a mutually agreeable time and place, but not less than four times per year. Employees shall not suffer any loss of basic pay while attending these meetings.

**29.3 Chairperson of Committee**

An employer and a union representative shall be designated as co-chairpersons and shall alternate in presiding over meetings.

**29.4 Responsibilities of Committee**

- (a) To create and maintain a positive labour relations climate throughout the JI.
- (b) To promote open communications, mutual respect and understanding between the parties.
- (c) To explore and recommend new procedures and policies for improving work methods, conditions of work and staff development.
- (d) To identify and respond to workplace issues before they become grievances wherever possible.
- (e) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement.
- (f) Ensure that there is a rehabilitation committee, which will be a subcommittee of the Labour/Management Committee per Clause 12.8 of this collective agreement.

**ARTICLE 30 - SECONDMENT****30.1 Definition**

A process by which the Employer may assign an employee to another agency, board, society, commission or employer.

### **30.2 Notice of Secondment**

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

### **30.3 Provisions of BCGEU Agreement to Apply**

The provisions of the applicable current union/employer collective agreement will apply to seconded employees. The agency, board, society, commission or employer to which the employee is seconded will receive written notice of this article and will be provided with a copy of the agreement.

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

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

## **ARTICLE 31 - CASUAL EMPLOYEES**

### **31.1 Employee Status**

- (a) The Employer will not use casual employees or a combination of casual employees to the extent that they replace, displace or prevent the hiring of regular employees.
- (b) An employee employed for 20 or more hours per week will not remain on casual status for more than 12 months.
- (c) Employees who are appointed for terms longer than 12 months, shall be granted regular status pursuant to the collective agreement effective the date of appointment.
- (d) Casual employees recalled or re-employed such that they are employed for more than 12 months in a 24 month period shall be granted regular status effective the first of the month following the month in which they complete 12 months of employment.
- (e) Where a casual employee attains regular status but does not have a permanent position and his/her assignment has ended, he/she will be placed on the list for casual call out between assignments.
- (f) A casual employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.
- (g) For the purposes of (b) above and Clauses 31.6, 31.9, 31.11 and 31.13, hours worked shall include:
  - (1) hours worked at the straight-time rate;
  - (2) hours compensated in accordance with Clause 31.10;
  - (3) hours that a seniority rated casual employee cannot work because he/she is on recognized WorkSafeBC claim arising from his/her employment with the Justice Institute to a maximum of 210 hours missed work opportunity with eight calendar weeks from the beginning of the claim;
  - (4) annual vacation pursuant to Clause 31.11(d);

- (5) compensatory time off provided the employee has worked 1827 hours in a 15 month period;
- (6) missed work opportunities during leaves pursuant to Clause 2.10(a), except that during the first 15 months of employment such credit shall be limited to 105 hours;
- (7) leaves pursuant to Clause 2.10(b).

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 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

### **31.2 Eligibility for Internal Postings**

After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the collective agreement, Casual and Term employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

### **31.3 Seniority**

(a) For the purpose of layoff and recall, and other seniority related provisions of this agreement, a casual employee shall accumulate service seniority on the basis of:

- (1) all hours worked at the straight-time rate;
- (2) designated paid holidays or days off in lieu in accordance with Clause 31.8 of this agreement;
- (3) annual vacation in accordance with Clause 31.11(d) of this agreement;
- (4) leave pursuant to Clause 31.13;
- (5) compensatory time off provided the employee has worked 1827 hours in a 15 month period;
- (6) missed work opportunities during leaves pursuant to Clause 2.10(a), except that during the first 15 months of employment such credit shall be limited to 105 hours;
- (7) leaves pursuant to Clause 2.10(b).

(b) Casual employees who are on a claim recognized by the WorkSafeBC which arises out of a work-related injury while employed by the Institute, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

(c) A current service seniority list shall be posted quarterly on each union bulletin board in the Institute by December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup> and September 30<sup>th</sup>. Upon request, a copy of the service seniority list shall be provided to the steward.

### **31.4 Loss of Seniority**

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

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

- (c) he/she is on layoff for more than nine months;
- (d) he/she is unavailable for, or declines two offers on separate days, of re-employment in which the duration and nature of the work is reasonably similar to that which he/she carried out prior to layoff.
- (e) Casual employees, with the agreement of the Employer, 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.

### 31.5 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of seniority.
- (b) Casual employees on layoff shall be recalled in order of seniority, provided the casual employee is qualified to carry out the work which is available.
- (c) Where an employee commences work he/she shall receive three and one-half hours' pay at his/her regular rate.
- (d) Casual employees hired pursuant to Article 35 – Cooperative Education Training Program or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 31.4(a) upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 31.5(e) within 30 days of the appointment.

### 31.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21 and 25 of this agreement do not apply to casual employees. The provisions of other articles of this agreement apply to casual employees except as otherwise indicated.
- (b) Any casual employee eligible to vote in a provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.
- (c) Any employee eligible to vote in a federal election or referendum shall have three consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.
- (d) Where leave from work is required, casual employees shall be entitled to the provisions of Clause 20.1;
- (e) Pregnancy and parental leave for casual employees with less than 1827 hours worked in a 15 month period shall be in accordance with the *Employment Standards Act*.

### 31.7 Health and Welfare

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

Date	Rate per hour	Max biweekly
April 1, 2013	70¢	\$49.00
April 1, 2016	72¢	\$50.40
April 1, 2018	74¢	\$51.80



These rates will increase at the same time and by the same amount as the BCGEU/BC Government Master Agreement.

Casual employees who are covered for benefits as a spouse or dependant of another Justice Institute employee shall not receive payment in lieu of health and welfare benefits.

### **31.8 Weekly Indemnity**

(a) Casual employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of service seniority. Once established, eligibility for weekly indemnity is retained unless the casual employee loses service 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 straight-time compensation and the compensation paid in accordance with Clause 31.7 in the six most recent biweekly pay periods in which earnings occurred.

(b) The payment of benefits to a person who is laid off or separated prior to termination of his/her 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, 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.

(c) The benefits described in this clause shall not be available to an 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 WorkSafeBC;
- (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 he/she is 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 he/she was employed if that illness commences during the strike or lockout;
- (10) who is serving a prison sentence.

(d) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is an exchange for the implementation of the above-mentioned plans.

### **31.9 Medical, Dental and Group Life Insurance**

(a) Casual employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3, 25.4 and 25.9 after completion of 1827 hours worked in a 15 month period or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 12 month period. Such casual employees eligible for benefits under this clause will not receive payment under Clause 31.7.

- (b) A casual employee will cease to be entitled to coverage under (a) above when he/she loses his/her seniority in accordance with Clause 31.4.
- (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.

### **31.10 Designated Paid Holidays**

- (a) Casual employees who work the day before and the day after a paid holiday, or who have worked 15 of the previous 30 days or worked at least 105 hours at the straight-time rate, in the previous 30 days, shall be compensated for the holiday. This section shall not apply to employees who have been terminated and are 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 worked 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 seven.
- (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 - 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.

### **31.11 Annual Vacation**

- (a) Casual employees will be entitled to receive vacation pay at the rate of six percent of their regular earnings. Casual employees shall receive their earned vacation pay upon termination or calculated up to the last pay period in November and paid no later than the last pay period in December of the year in which the vacation pay was earned.
- (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 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 leave in accordance with the above shall be subject to operational requirements, the vacation schedules of employees and shall not result in an increased cost to the Employer. The days need not be consecutive.
- (d) Casual employees who have completed 1827 hours worked in a 15 month period shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1, 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 18.7 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.
- (g) Vacation leave shall be scheduled in accordance with the provisions of Clause 18.3 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 Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WorkSafeBC claim.
- (i) Casual employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4, 18.7, 18.8, 18.9 and 18.10.

### **31.12 Casual List**

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

### **31.13 Eligibility Requirements for Benefits**

Casual employees will qualify for Short-Term Illness and Injury Plan (STIIP), Clauses 20.1, 20.2, 20.3, 20.5, 20.6, 20.10, 20.12, 20.13, 20.14 and Article 21 as follows.

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in a 15 month period.
- (b) A casual employee will cease to be entitled to coverage when he/she:
  - (1) fails to maintain 1200 hours worked at the straight-time rate within the previous 12 month period except as provided under Article 21 – Pregnancy Leave.
  - (2) loses his/her seniority in accordance with Clause 31.4.
- (c) Benefits will not be paid on layoff except as provided in Appendix 2, Section 1.10.
- (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 three month period immediately preceding absence due to illness.

### **31.14 Casual Employee Job Security**

- (a) The Employer shall maintain an on call casual list and ensure the list meets the operational requirements of the Institute.
- (b) The Employer agrees not to use the services of an employment agency for any bargaining work covered by this agreement, except where there are no qualified on call employees to perform the work.

(c) The Employer will give the Union as much advance notice as possible of intent to use the services of an employment agency, and state in writing the reasons why such services are required and the length the services will be used.

## ARTICLE 32 - EDUCATION AND TRAINING

### 32.1 Purpose

(a) Both parties recognize that improved equipment, methods, and procedures create changes in job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills and/or to assist in preparing them for promotional opportunity.

(c) Staff Development Funds consist of one percent of support staff budget.

The one percent will be split as follows:

- one-half percent for compulsory courses and training required by the Employer;
- one-half percent for staff development which will be jointly administered by the Employer and the BCGEU.

### 32.2 Subcommittee, Education and Training

The Union and the Employer agree that a subcommittee on education and training shall be established to make recommendations to the Labour/Management Committee. Compulsory programs will be provided at no cost to the employees and employees shall be entitled to attend without loss of pay. Compulsory programs will not be costed against the jointly administered Staff Development Fund as described in Clause 32.4.

### 32.3 Training Courses Required by Employer

Where the Employer requires employees to take training in order to maintain their current job skills or refresher courses, the Employer shall bear the full cost of the course, including tuition, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for travel, meals and other legitimate expenses and employees shall attend without loss of pay. Courses required by the Employer (compulsory training) will not be costed against the jointly administered Staff Development Fund.

Employees will not be entitled to claim for expenses when the course is held at the employee's regular work location.

The Joint Committee shall receive a monthly printout of the budget summary for compulsory training and courses.

### 32.4 Staff Development Jointly Administered

(a) The parties agree that regular employees may request to attend seminars, workshops, conferences, or courses which they may apply for funding and paid leave when the activity is during regular working hours.

(b) One-half percent of the total support staff budgeted salaries shall be designated for non-compulsory staff development. These Staff Development monies will be administered by the Joint Committee referenced in Clause 32.2.

### **32.5 Joint Administration of the Staff Development Fund**

(a) For the purpose of administering this fund, the year shall be divided into three periods with one-third of the total amount in the fund allocated for expenditures in each period.

(b) Applications received by December 1<sup>st</sup>, April 1<sup>st</sup>, and July 15<sup>th</sup>, will be reviewed and approved/rejected within 30 days.

(c) Applications received after the dates specified shall be date stamped, and will receive consideration by the Joint Committee within 30 days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.

(d) Any funds unexpended at the end of the period will be carried forward for expenditure in subsequent periods within any given fiscal year.

(e) Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.

(f) Preference will be given to activities, courses and/or programs offered by accredited recognized institutions, professional associations and/or schools.

(g) No single employee shall be sponsored for education and training at a total cost to the fund in excess of \$650 in one fiscal year to be allotted as follows:

(1) activities shall be funded up to 100% of the cost of tuition and/or course materials, not to exceed the total cost listed above;

(2) up to \$100 of the total cost may be used for travel expenses.

(h) The fund shall be charged only for travel expenses, tuition fees, and/or course materials.

(i) If the activity only occurs during the employee's normal working hours, the leave requests shall be submitted to the supervisor and such leave shall not be unreasonably withheld. The supervisor will respond within five working days of the request. Should leave not be granted, the reasons for same shall be provided in writing by the supervisor. Once the leave is approved, it is with pay. Any dispute arising as a result of a leave denial, shall be referred to the Labour/Management Committee.

(j) Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity, plus travel time.

(k) The supervisor, on behalf of the Employer, has the sole discretion to determine if the replacement is necessary.

(l) The Joint Committee shall receive a monthly printout of the budget summary.

(m) Annually, the Joint Committee will provide the Chair of the Bargaining Committee, a copy of the budget and financial records which show the specific allocations and expenditures. In addition, a report from the Joint Committee shall be a standing item on the Labour/Management Committee agenda.

(n) None of the above is to be interpreted as limiting the discretionary power of the Joint Committee in assessing special and unique cases, and making a recommendation to the Labour/Management Committee.

- (o) In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the Institute is authorized to commence payroll deductions until the amount paid by the Education and Training Fund has been deducted. A payback schedule shall be worked out by mutual agreement with the employee of the Institute.
- (p) If an employee terminates employment with the Institute prior to completion of an approved education and training activity, the Institute is authorized to deduct the total fee from the employee's final paycheque.
- (q) The Joint Committee shall send a notice to all BCGEU staff, to encourage applications. Funding may be approved retroactively, and will not be carried over into the next fiscal year. The Joint Committee will make recommendations regarding disposition of any money in the fund not committed for expenditure near the end of the fiscal year, to the Labour/Management Committee.
- (r) The Labour/Management Committee shall monitor the operation of this clause and may, from time to time, recommend appropriate procedural/structural changes to the parties.
- (s) On or before 60 days prior to the end of a fiscal year, the Joint Education and Training Committee will advise the Labour/Management Committee as to any expected remaining balance in the Fund.
- (t) The Labour/Management Committee will develop plans for the distribution of any remaining funds and will advise the Joint Education and Training Committee of those plans prior to implementation.

### **32.6 Justice Institute Courses**

Employees may take any course offered by the Justice Institute without charge, on the employee's own time, provided that:

- (a) the employee satisfies normal course prerequisites; and
- (b) no fee paying student is displaced.

### **32.7 Employee Training**

- (a) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.
- (b) The Employer will discuss the employee development needs with the affected employees.
- (c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

### **32.8 Personal Research**

Subject to approval by the Employer an employee may use facilities normally used in the course of his/her 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.

### **32.9 Copyrights**

- (a) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of his/her duties shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.

- (b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on his/her own time and copyrights for such material shall be vested in the employee.
- (c) Confidential information shall not be disclosed without written permission of the President.

## **ARTICLE 33 - GENERAL CONDITIONS**

### **33.1 Child Care Facilities**

- (a) The Employer and the Union agree to establish a joint committee to facilitate the establishment of community based child care centres.
- (b) The Joint Committee shall be composed of two union representatives and two Employer representatives. The designates of each party shall be gender balanced. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Joint Committee may facilitate the establishment of community based child care facilities where viable.
- (d) The Joint Committee may establish subcommittees where appropriate to facilitate objectives of this clause.
- (e) The Joint Committee shall include representation and participation from interested community based groups or organizations. The Committee shall determine which community based groups or organizations shall be represented.
- (f) The Joint Committee may seek the advice and support of other Public Service program areas including but not limited to the Ministry of Women's Equality, the Ministry of Social Services, BCBC and the Employee Benefit Trust.
- (g) Where suitable space is available in an employer owned or leased facility without major or structural modification, the space may be made available for the purpose of establishing the community based child care facility. The Employer's sole financial responsibility is limited to the provision of such space.

### **33.2 Transportation**

- (a) The Employer 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 Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (c) The Labour/Management Committee shall study the matter of employee parking and make recommendations to the parties.

### **33.3 Comprehensive Insurance**

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

### 33.4 Indemnity

#### (a) *Civil Actions*

Except where the Labour/Management Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

#### (b) *Criminal Actions*

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

At the option of the Employer, the Employer 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 Employer and the employee) or pay the legal fees of counsel chosen by an employee.

In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, 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 a person or organization notifying him/her of intended legal action against him/her; or,
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events; or,
- (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; or,
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee could conclude that he/she might be the object of legal action; or,
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 33.5 Payroll Deductions

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

### 33.6 Political Activity

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

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

- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee covered by this agreement;
- (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 Employer 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 20.11, 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 Employer.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with 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 his/her former position.

### **33.7 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. For this reason the Employer shall provide electronic access of the agreement to employees.

### **33.8 Travel Advance**

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

### **33.9 Transfer of Employees Out of the Justice Institute Bargaining Unit**

When the parties are made aware that employees will be transferred out of the Justice Institute bargaining unit to a corporation, board, agency or commission, a joint employer/union committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. This clause does not cover secondment of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in The Justice Institute bargaining unit for a period of one year from the effective date of the transfer. This clause does not cover secondment of employees.

### **33.10 Personal Duties**

(a) It is understood by both parties that work not related to the business of the Institute should not be performed on the Employer's time.

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

(c) Where an employee directly involved feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

### **33.11 Employee Workload**

(a) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

(b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

- (c) Disputes arising out of this article shall first be referred to the employee's supervisor. Failing resolution, the matter shall be referred to the Academy or Division Director.
- (d) Failing resolution within five days by the Academy/Division Director, the matter shall be referred to the Labour/Management Committee, which shall meet to attempt to resolve the matter within five days.
- (e) If the dispute is not resolved by the Labour/Management Committee within five days of the referral, the matter may be submitted to Step 3 of the grievance procedure under Article 8 - Grievances.

### **33.12 Private Vehicle Damage**

Where an employee's vehicle is damaged by a person in the care or custody of the Employer or as a direct result of an accident involving a particular training activity of the Employer, or as a result of an individual venting his/her frustrations at the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to \$500.

### **33.13 Job Sharing**

The parties agree to the following plan to allow job sharing for the term of this contract.

- (a) Job sharing agreements must be by mutual consent of the parties.
- (b) Instituting a job sharing unit must be on a voluntary basis by the present incumbent. It is understood that job sharing units will not necessarily be posted and any employee seeking to be involved must make his/her interest known in writing to the Employer.
- (c)
  - (1) The two incumbents of the job sharing unit must share wages, benefits and conditions as provided by the collective agreement to a combined maximum as if one employee occupied the position. Where it is impossible to split, one or both of the employees shall be obliged to pay the additional cost to the Employer;
  - (2) Benefits granted job sharing partners shall be in accordance with those in place for part-time employees. Most benefits are prorated based on the number of hours an employee works, except the following benefits which are paid in full to both partners; basic medical insurance (BC Medical Plan), extended health care plan, dental plan and air travel insurance. Each partner is also eligible for the minimum group life insurance.
- (d) There must be no extra cost to the Employer as a result of a job sharing except those costs associated with Clause 33.13(c)(2) above.
- (e) The scheduling for a job sharing unit must be done at the local level and the number of hours must average for the two employees to half-time on a monthly basis.
- (f) Where one incumbent is absent (sick, leave, vacation) the other member of that unit shall make every reasonable effort to cover such absence by working full-time.
- (g)
  - (1) The job sharing unit may be discontinued by the Employer or by mutual agreement of the two incumbents.
  - (2) 30 days' notice of discontinuance must be given by the Employer or the two incumbents.
- (h)
  - (1) If the job sharing unit is terminated, the employee with the greater service seniority will be given the opportunity to work full-time. The employee has one week to exercise his/her

option under this provision. If the employee accepts, the lesser service incumbent will be immediately subject to the layoff and bumping provisions of this agreement.

(2) if the incumbent with the greater service seniority refuses to accept the full-time position:

(i) he/she shall be laid off, subject to Article 12 – Career Policy, as modified by this article; and

(ii) the lesser seniority incumbent shall be offered the position to work full-time in that position. He/she has one week to exercise his/her option under this provision.

(3) In the event that neither of the incumbents wish the full-time position, the position will be posted, and both incumbents shall be laid off, subject to Article 13 – Layoff and Recall, as modified by this article.

(4) All employees, regardless of years of service seniority are entitled to 30 days' notice of layoff, if they do not accept the full-time position created as a result of the termination. Notice of layoff shall be deemed to have been given at the expiration of the one week option period under (h)(1) of this article.

### **33.14 Personal Property Damage**

(a) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$100, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eyewear.

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

### **33.15 Disclosure of Information**

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

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

(a) an employee shall direct his/her 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, he/she 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 President of the Justice Institute, including the detailed information outlined above.
- (f) where an allegation involves the President, the employee shall forward his/her allegation to the Chair of the Justice Institute Board.
- (g) these procedures do not relieve an employee from the requirements of his/her Oath of Office, nor do these procedures restrict the employee from exercising his/her rights or obligations under any applicable statute.

#### **ARTICLE 34 - EMPLOYMENT EQUITY**

- (a) The Justice Institute recognizes that respect for the dignity and worth of everyone who works at JIBC is the foundation of harmonious and productive working relationships. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia and the Federal Contractors Program, which operates in accordance with the federal *Employment Equity Act*.
- (c) The parties recognize the obligation to implement and maintain an employment equity program at the Justice Institute.
- (d) JIBC subscribes to The Federal Contractors Program to further the goal of achieving workplace equity for designed groups experiencing discrimination in the Canadian Labour Market.
- (e) The Employer and the Union will create an Employment Equity Committee of which two participants will be Union members. Employees representing the Union on this Committee shall be on leave of absence without loss of basic pay for time on this Committee.

The Employment Equity Committee will:

- (1) advise the Employer on employment equity issues and initiatives;
- (2) review employer action plans to ensure they comply with the mandatory procedures and are consistent with employment equity goals;
- (3) monitor progress of action plans; and
- (4) ensure that an annual progress and activity report is produced and provided to the Employer, Union and where required, to the Federal Contractors Program.

#### **ARTICLE 35 - COOPERATIVE EDUCATION TRAINING PROGRAM**

The purpose is to establish the salary rate and working conditions for students hired under the Cooperative Education Training Program at the Justice Institute.

- (a) Employees hired under the Cooperative Education Training Programs will be considered casual employees and receive the appropriate benefits as per this agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under

this article will correspond to the requirements of their academy program. Notwithstanding the above, appointments will not exceed eight months in any 16 month period.

(c) Coop education will be considered supernumerary to the established workforce. As such, Clause 31.5(d) will apply to these programs.

(d) No employee hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.

(e) Employees hired under this program will be classified and paid in accordance with Appendix 1C, Level 1, 2 or 3 as appropriate.

(f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.

(g) The standard hours of work may be varied by mutual agreement at the local level, consistent with the local hours of work schedule provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.

## ARTICLE 36 - HARASSMENT

### 36.1 Preamble

The Justice Institute of British Columbia (JIBC) and the B.C. Government and Service Employees' Union (BCGEU) are committed to providing a work environment which is free from harassment, discrimination or misuse of authority and where the individual differences of all employees are valued and respected.

The JIBC and the BCGEU do not condone and will not tolerate behaviour which undermines the dignity, self-esteem and respect of any employee.

The JIBC and the BCGEU consider harassment, discrimination or misuse of authority by any individual to be a serious breach of human rights, which requires immediate resolution. Such resolution may include disciplinary measures up to and including dismissal or expulsion.

### 36.2 Definitions

Anyone working at the JIBC, whether directly or indirectly employed by the JIBC, will be collectively known as "*employees*" for the purpose of this article.

#### (a) *Discrimination*

Discrimination refers to unfair treatment on the basis of any of the prohibited grounds in the BC *Human Rights Code*: race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief, or conviction of criminal or summary offence unrelated to employment, except where there is a bona fide occupational requirement.

#### (b) *Personal Harassment*

Personal Harassment is defined as unwelcome behaviour which denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds prohibited under the BC *Human Rights Code*.

To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) *Sexual Harassment*

Sexual harassment is sexually oriented conduct which an individual would reasonably find to be unwanted or unwelcome and may be either verbal, physical, written, or by innuendo, and which may detrimentally affect the work environment.

To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of the same or opposite sex, and is not restricted to interactions between supervisors and subordinates.

(d) *Misuse of Authority*

Misuse of authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably to be known as inappropriate.

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

### **36.3 Harassment Advisors**

Harassment Advisors are people trained to explain the options available to the Complainant and to recommend a course of action to the Complainant. They have no authority to investigate a complaint or to attempt to mediate a resolution.

The listed Harassment Advisors will reflect the diversity of the workforce. The criteria for and selection of Harassment Advisors will be mutually agreed to between the parties. A current list of Harassment Advisors will be maintained on the Intranet.

### **36.4 Respectful Workplace Mediation Procedure**

#### *Preamble*

The intent of this procedure is to provide an alternative to the formal complaint procedure set out in Article 36 - Harassment, and to promote early intervention and the use of mediation as a means to resolve allegations of harassment, discrimination or misuse of authority as defined above. Where mediation occurs it will be conducted without prejudice to any further action by either party. Either party to the mediation may withdraw from the mediation process at any time.

#### *Requesting Mediation*

(a) If an employee believes he/she has been subjected to harassment, discrimination or misuse of authority, he/she may wish to make his/her objection and/or unease known to the person in order to resolve the issue prior to seeking mediation.

If dealing directly with the person is not an option or is unsuccessful, the employee may seek the confidential advice of a Harassment Advisor or the Union.

Requests for mediation may be initiated through a Harassment Advisor, the Union or the Human Resources Department. Requests will be accompanied by a signed written complaint which should include the following where applicable:

- name(s) of the Complainant(s) and the Respondent(s)
- a description of the action(s), conduct, events, or circumstances
- date, time and place of incident(s)
- name(s) of witnesses
- prior attempts to resolve the situation
- remedy sought

(b) *Mediation Process*

(1) Within five days of receipt of a written request a mediator will be assigned. Mediators will be mutually agreed to by the Union and the Employer. Costs associated with the Mediators will be borne by the Employer.

(2) The mediation will be completed within 10 working days from the date of assignment or as soon thereafter as practicable.

(3) Union members may be accompanied by a union representative to provide support.

(4) The Mediator will, in situations, where the mediation results in a resolution, generate a Settlement Agreement within five working days of the conclusion of the mediation. Settlement Agreements will not alter, modify or amend any part of the collective agreement and will be administered in accordance with the terms of the collective agreement. The Settlement Agreement will be signed by and exchanged by both parties with copies going to the Area Office of the Union and the Director, Human Resources.

(5) Should either party to the Settlement Agreement within the first six months of the agreement be of the opinion that the agreement has been breached, she/he will make his/her views known to the union representative and the Director, Human Resources who will work with the parties in an effort to restore the agreement. This may involve referring the parties back to the original mediator.

(6) Any initial issue arising between the parties to the Settlement Agreement beyond the first six months of the agreement will be deemed to be a new issue and will be dealt with through the appropriate mechanism.

(7) In situations where, in the opinion of the Mediator, a resolution is not to be found, the Mediator will conclude the mediation. This will be done in consultation with the union representative and the Director, Human Resources. The Mediator will, within 10 working days of the conclusion of mediation, issue a report to the union representative and Director, Human Resources outlining the reasons for concluding the mediation.

In the event that this process does not resolve the complaint, the employee may pursue it through the Complaint Procedure.

## **COMPLAINT PROCEDURE**

### **36.5 Natural Justice & Fairness**

The following procedures will comply with the principles of natural justice and fairness. This means that all parties to the harassment, discrimination or misuse of authority complaint, including the Complainant, Respondent and witnesses, will be given the opportunity to fully explain what happened

from their perspective, to have their explanations and concerns fully considered, and to challenge any evidence that is being or has been considered.

Where an employee chooses not to pursue a complaint through the Respectful Workplace Mediation Procedure, the following shall apply:

(a) An employee (Complainant) who wishes to pursue a concern arising from an alleged harassment, discrimination or misuse of authority may submit a complaint in writing within six months of the latest alleged occurrence directly to the Director, Human Resources. Where the complaint is against the Director, Human Resources, it shall be submitted to the President. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) The Director, Human Resources has the discretion to waive the six month time restriction where there are extenuating circumstances.

(c) An alleged harasser (Respondent shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.

(d) The Director, Human Resources will designate an employer representative to investigate the complaint and submit his/her report to the Director, Human Resources in writing within 15 days of receipt of the complaint. The Director, Human Resources shall within 10 days of receipt of the report shall take the appropriate action to resolve the issue as contained in the report. The union staff representative, the Complainant and the Respondent shall be apprised of the resolution.

(e) Both the Complainant and Respondent shall be given the option of having a union steward present at any meeting held pursuant to the above investigation.

(f) Pending determination of the complaint, the Director, Human Resources may take interim measures to separate the employees concerned if deemed necessary. Such action will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(g) The parties agree that in certain situations, it may be in the best interest of all concerned that employees be reassigned or removed from all job sites pending the determination of the complaint. Every effort will be made to reassign the Respondent, except that the Complainant may be transferred upon request or with his/her written consent. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the matter is finally resolved.

(h) Where either the Complainant or the Respondent, in conjunction with the Union, is not satisfied with the Employer's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in this field. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- dismiss the complaint; or
- determine the appropriate level of discipline to be applied to the harasser;
- make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

The adjudicator's decision may be appealed in conjunction with the Union only where it can be demonstrated that there has been an error in fact or process.



The Union and the Employer will each pay half the cost of the adjudicator.

- (i) Disciplinary action taken against a harasser pursuant to this clause shall not form the basis of a grievance.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (k) This clause does not preclude an employee from filing a complaint under the BC *Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this article, including related documentation, shall be treated in strict confidence by all parties involved.
- (m) The Complainant may withdraw the complaint at any time during this process by notifying the Director, Human Resources in writing.

### **36.6 List of Mediators and Independent Adjudicators**

A list of mutually agreed to mediators and independent adjudicators will be maintained and posted on the JIBC Intranet. The parties may agree to use mediators or independent adjudicators not on this list in the interest of proceeding with the investigation in a timely manner.

### **36.7 Confidentiality**

No documentation of the harassment, discrimination or misuse of authority, including any materials resulting from mediation or independent adjudication, such as reports from the mediator or independent adjudicator, will be placed on an employee's personnel file.

Where a formal complaint has been filed, the names of the Complainant(s) and Respondent(s) and the circumstances of the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating and resolving the complaint, or where disclosure is required by law.

In the event that an investigation concludes that harassment, discrimination, or misuse of authority did occur and where disciplinary action was taken, a letter indicating the level of discipline will be the only documentation to appear on an employee's personnel. All other documentation related to the investigation shall be maintained in a confidential manner by the Employer and the Union.

All parties who are privy to information or in possession of documentation pertaining to matters/incidents in the course of dealing with a complaint of harassment, discrimination or misuse of authority shall be held in strict confidence. This shall include refraining from discussion or releasing information in any form, beyond that contained in the article or as required by law.

### **36.8 Retaliation**

Retaliation against any individual who has filed a complaint, or who has been named as a Respondent or witness in the complaint or who investigates the complaint according to the procedures outlined, may be considered harassment, discrimination or misuse of authority and may result in a complaint under this article.

**ARTICLE 37 - TERM OF AGREEMENT****37.1 Duration**

The term of the BCGEU and CUPE agreements shall be from July 1, 2014 to June 30, 2019.

The continuation language of each agreement's Term of Agreement provision shall remain as it is in the agreement currently in force.

**37.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2019, but in any event not later than midnight, April 30, 2019.
- (b) Where no notice is given by either party prior to April 30, 2019, both parties shall be deemed to have given notice under this clause on January 31, 2019.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

**37.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 37.2 of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**37.4 Changes in Agreement**

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

**37.5 Agreement to Continue in Force**

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

**37.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into full force and effect on the date of ratification by the parties.

**37.7 Labour Code**

The parties hereto agree to specifically exclude the operation of Section 50(2) of the *Labour Code* of BC.

**37.8 Notices**

All notices not specifically referred to in this agreement will be deemed to be properly served if delivered by Registered Mail to the President of the Union in respect of the Union, and to the President of the Institute in respect of the Institute.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Dr. Michel Tarko  
President & CEO

\_\_\_\_\_  
Marcela Popovici  
Bargaining Committee Chairperson

\_\_\_\_\_  
Jon Marks  
Director, Human Resources

\_\_\_\_\_  
Stephanie Berg  
Bargaining Committee Member

\_\_\_\_\_  
Hugh Finnamore  
Labour Relations Specialist

\_\_\_\_\_  
Sherri Rudeloff  
Bargaining Committee Member

\_\_\_\_\_  
Barbara Kidd  
Dean, School of Community & Social Justice

\_\_\_\_\_  
Selena Kongpreecha  
Staff Representative, Negotiations

\_\_\_\_\_  
Peter Stevens  
Deputy Director, Corrections and Community  
Justice Division

\_\_\_\_\_  
Roy Daykin  
PSEA Chair, Board of Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**APPENDIX 1A  
Grid Placement**

Updated to reflect current as of May 14, 2015

Position Titles	Wage Grid	
Accounts Clerk	9	*
Library Assistant	9	*
Stockworker	9	
Receptionist/Program Assistant	9	*
Accounts Payable/Accounts Receivable Clerk	9	*
Administrative Assistant	9	*
Exam Invigilator, Lower Mainland	9	*
Program Assistant	9	*
Room Booking Representative	9	*
Records Officer	9	
Administrative/Research Assistant	11	*
Admissions/Registration Officer	11	*
Building Maintenance Worker	11	*
Library Technician	11	*
Printshop Services Operator	11	*
Registration Officer	11	*
Stores Clerk	11	
Program Representative	11	*
Accounts Receivable Registration/Finance Support Clerk	11	TBR
Facilities Assistant	13	*
Facilities Administrator	13	
Senior Accounts Receivable Clerk/Financial Services Clerk	13	* TBR
Senior Accounts Clerk	13	*
Curriculum & Scheduling Officer	13	TBR
Assistant to the Associate Director	13	*
Web and Marketing Administrator	13	*
Supervisor, Administrative Services	14	*
Supervisor, Printshop Services	14	*
Student Awards & Financial Aid Advisor	14	*
Administrative Assistant to VP, Finance & Administration	14	*
Payroll Representative	16	*
Client Support Analyst	16	
Systems Analyst/Report Writer	16	
Librarian, Reference & Instruction	16	TBR
Librarian, Reference & Electronic Resources	16	TBR
Supervisor, Administrative Services & Assistant to the Dean	16	*
Fire Technician	16	
Financial Services Officer	18	*
Registration Services Advisor	18	
Auditor, Security Training Programs	18	*
Multimedia & Blackboard Technical Specialist	18	*
Client Support Technical Specialist	18	
Program Planner	18	
Web Communications Administrator	18	
Writer/Content Specialist	18	*
Graphic Designer	18	*
Marketing & Special Events Advisor	20	
Media Producer/Technician	20	
Associate Librarian	20	TBR

Position Titles	Wage Grid	
Server Administrator	20	
Payroll Supervisor	20	TBR
Senior Web Specialist	20	
Assistant Registrar	23	
Institutional Research Analyst	23	
Web Administrator	23	
Senior Accounting Supervisor	23	*
ERP Functional Analyst	23	TBR
Network & Security Engineer	25	*
Systems Administrator	25	
Senior Financial Analyst	25	TBR

\*salary grid range, last two (2) steps only  
 TBR – to be rated

**APPENDIX 1B**  
**Salary Grid**

Effective April 1 2014 1% Increase					Effective July 1, 2015 1% Increase				
Grid Level	Step	Hourly	Biweekly	Annual	Grid Level	Step	Hourly	Biweekly	Annual
1	1	15.9006	1113.04	29038.50	1	1	16.0596	1124.17	29328.89
	2	16.8079	1176.55	30695.36		2	16.9759	1188.32	31002.31
	3	17.9289	1255.03	32742.73		3	18.1082	1267.58	33070.16
2	1	16.3468	1144.28	29853.40	2	1	16.5103	1155.72	30151.93
	2	17.2844	1209.91	31565.61		2	17.4572	1222.01	31881.27
	3	18.4427	1290.99	33680.93		3	18.6271	1303.90	34017.74
3	1	18.0129	1260.90	32895.97	3	1	18.1930	1273.51	33224.93
	2	17.7764	1244.35	32464.15		2	17.9542	1256.79	32788.79
	3	18.9736	1328.15	34650.51		3	19.1633	1341.43	34997.02
4	1	17.2844	1209.91	31565.61	4	1	17.4572	1222.01	31881.27
	2	18.2855	1279.98	33393.87		2	18.4683	1292.78	33727.81
	3	19.5226	1366.58	35653.13		3	19.7178	1380.25	36009.66
5	1	17.7764	1244.35	32464.15	5	1	17.9542	1256.79	32788.79
	2	18.8109	1316.76	34353.34		2	18.9990	1329.93	34696.87
	3	20.0895	1406.26	36688.38		3	20.2903	1420.32	37055.26
6	1	18.2855	1279.98	33393.87	6	1	18.4683	1292.78	33727.81
	2	19.3543	1354.80	35345.84		2	19.5479	1368.35	35699.30
	3	20.6753	1447.27	37758.33		3	20.8821	1461.75	38135.91
7	1	18.8109	1316.76	34353.34	7	1	18.9990	1329.93	34696.87
	2	19.9155	1394.09	36370.76		2	20.1147	1408.03	36734.47
	3	21.2811	1489.68	38864.62		3	21.4939	1504.57	39253.27
8	1	19.3543	1354.80	35345.84	8	1	19.5479	1368.35	35699.30
	2	20.4959	1434.71	37430.59		2	20.7008	1449.06	37804.90
	3	21.9067	1533.47	40007.06		3	22.1257	1548.80	40407.13
9	1	19.9155	1394.09	36370.76	9	1	20.1147	1408.03	36734.47
	2	21.0951	1476.66	38524.91		2	21.3060	1491.42	38910.16
	3	22.5532	1578.72	41187.70		3	22.7787	1594.51	41599.58

Effective April 1 2014 1% Increase					Effective July 1, 2015 1% Increase				
Grid Level	Step	Hourly	Biweekly	Annual	Grid Level	Step	Hourly	Biweekly	Annual
10	1	20.4959	1434.71	37430.59	10	1	20.7008	1449.06	37804.90
	2	21.7148	1520.03	39656.61		2	21.9319	1535.23	40053.18
	3	23.2212	1625.49	42407.78		3	23.4534	1641.74	42831.86
11	1	21.0951	1476.66	38524.91	11	1	21.3060	1491.42	38910.16
	2	22.3551	1564.86	40826.09		2	22.5787	1580.51	41234.35
	3	23.9116	1673.81	43668.54		3	24.1507	1690.55	44105.23
12	1	21.7148	1520.03	39656.61	12	1	21.9319	1535.23	40053.18
	2	23.0162	1611.14	42033.37		2	23.2464	1627.25	42453.70
	3	24.6250	1723.75	44971.44		3	24.8713	1740.99	45421.15
13	1	22.3549	1564.84	40825.67	13	1	22.5785	1580.49	41233.93
	2	23.6999	1658.99	43281.95		2	23.9369	1675.58	43714.77
	3	25.3623	1775.36	46317.91		3	25.6159	1793.11	46781.09
14	1	23.0162	1611.14	42033.37	14	1	23.2464	1627.25	42453.70
	2	24.4064	1708.45	44572.24		2	24.6505	1725.53	45017.96
	3	26.1244	1828.70	47709.60		3	26.3856	1846.99	48186.70
15	1	23.6999	1658.99	43281.95	15	1	23.9369	1675.58	43714.77
	2	25.1363	1759.54	45905.09		2	25.3876	1777.13	46364.14
	3	26.9116	1883.81	49147.35		3	27.1807	1902.65	49638.82
16	1	24.4064	1708.45	44572.24	16	1	24.6505	1725.53	45017.96
	2	25.8905	1812.34	47282.53		2	26.1494	1830.46	47755.36
	3	27.7252	1940.77	50633.21		3	28.0025	1960.17	51139.54
17	1	25.1363	1759.54	45905.09	17	1	25.3876	1777.13	46364.14
	2	26.6700	1866.90	48706.03		2	26.9367	1885.57	49193.09
	3	28.5659	1999.61	52168.43		3	28.8515	2019.61	52690.11
18	1	25.8905	1812.34	47282.53	18	1	26.1494	1830.46	47755.36
	2	27.4754	1923.28	50177.03		2	27.7502	1942.51	50678.80
	3	29.4427	2060.99	53769.75		3	29.7371	2081.60	54307.45
19	1	26.6700	1866.90	48706.03	19	1	26.9367	1885.57	49193.09
	2	28.3079	1981.56	51697.38		2	28.5910	2001.37	52214.35
	3	30.3581	2125.07	55441.47		3	30.6617	2146.32	55995.88
20	1	27.4754	1923.28	50177.03	20	1	27.7502	1942.51	50678.80
	2	29.1710	2041.97	53273.49		2	29.4627	2062.39	53806.22
	3	31.3046	2191.32	57169.99		3	31.6176	2213.23	57741.69
21	1	28.3079	1981.56	51697.38	21	1	28.5910	2001.37	52214.35
	2	30.0775	2105.43	54929.12		2	30.3783	2126.48	55478.41
	3	32.2824	2259.77	58955.71		3	32.6052	2282.36	59545.27
22	1	29.1710	2041.97	53273.49	22	1	29.4627	2062.39	53806.22
	2	31.0143	2171.00	56639.87		2	31.3244	2192.71	57206.27
	3	33.2925	2330.48	60800.50		3	33.6254	2353.78	61408.51
23	1	30.0775	2105.43	54929.12	23	1	30.3783	2126.48	55478.41
	2	31.9827	2238.79	58408.45		2	32.3025	2261.18	58992.53
	3	34.3368	2403.58	62707.65		3	34.6802	2427.61	63334.73
24	1	31.0143	2171.00	56639.87	24	1	31.3244	2192.71	57206.27
	2	32.9830	2308.81	60235.27		2	33.3128	2331.90	60837.62
	3	35.4161	2479.13	64678.62		3	35.7702	2503.92	65325.41

Effective April 1 2014 1% Increase					Effective July 1, 2015 1% Increase				
Grid Level	Step	Hourly	Biweekly	Annual	Grid Level	Step	Hourly	Biweekly	Annual
25	1	31.9827	2238.79	58408.45	25	1	32.3025	2261.18	58992.53
	2	34.0167	2381.17	62123.01		2	34.3569	2404.98	62744.24
	3	36.5311	2557.17	66714.84		3	36.8963	2582.74	67381.99
26	1	32.9830	2308.81	60235.27	26	1	33.3128	2331.90	60837.62
	2	35.0851	2455.96	64074.15		2	35.4359	2480.51	64714.89
	3	37.6832	2637.83	68819.01		3	38.0600	2664.20	69507.20
27	1	34.0167	2381.17	62123.01	27	1	34.3569	2404.98	62744.24
	2	36.1893	2533.25	66090.76		2	36.5512	2558.58	66751.67
	3	38.8739	2721.17	70993.39		3	39.2626	2748.38	71703.32
28	1	35.0851	2455.96	64074.15	28	1	35.4359	2480.51	64714.89
	2	37.3299	2613.09	68173.65		2	37.7031	2639.22	68855.39
	3	40.1042	2807.29	73240.26		3	40.5052	2835.36	73972.66
29	1	36.1893	2533.25	66090.76	29	1	36.5512	2558.58	66751.67
	2	38.5086	2695.60	70326.35		2	38.8937	2722.56	71029.61
	3	41.3755	2896.29	75562.10		3	41.7893	2925.25	76317.72
30	1	36.1764	2532.35	66067.22	30	1	36.5382	2557.67	66727.89
	2	39.7271	2780.89	72551.54		2	40.1243	2808.70	73277.06
	3	42.6893	2988.25	77961.37		3	43.1162	3018.13	78740.98

Appendix 1B shall be updated within 60 calendar days of any general change in rates of pay resulting from implementation of this agreement. Copies of the updated appendix shall be sent to the President of the Union or designate, and to each employee covered by this agreement by including it with the first paycheque nearest the 60 day period outlined.

**APPENDIX 1C  
Classification Level**

Classification Level	Definition	Wage
Level 1	Employees without a post-secondary degree or certificate working in their initial work term	Grid Level 6, Step 1
Level 2	Level 1 employees working in a subsequent work term.	Grid Level 6, Step 2
Level 3	Employees who have completed a post-secondary degree or certificate (minimum 2-year course) classification and are placed into training positions where they are performing work consistent with their education level.  Employees with a degree or certificate who are not performing work consistent their educational level shall be place into Level 1.	Grid Level 11, Step 2

**APPENDIX 1D  
Economic Stability Dividend**

The timing and percentages of the increases will be as follows, effective at the start of the first pay period after the respective dates:

- July 1, 2015                      1.0% GWI across the board
- May 1, 2016                      Economic Stability Dividend (TBD)
- July 1, 2016                      0.5% GWI across the board
- May 1, 2017                      1.0% GWI across the board + Economic Stability Dividend (TBD)
- July 1, 2017                      0.5% GWI across the board

- May 1, 2018 1.0% GWI across the board + Economic Stability Dividend (TBD)
- July 1, 2018 0.5% GWI across the board
- May 1, 2019 1.0% GWI across the board + Economic Stability Dividend (TBD)

## APPENDIX 2 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 Employer.
- (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 \$210 or the Employment Insurance ("EI") maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by WorkSafeBC while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of 152 days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by WorkSafeBC shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

#### 1.2 Short-Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of 75% of pay for a period not to exceed seven 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) Compensatory time off (CTO);
  - (2) Banked Earned time off (ETO), excepting where scheduled in a shift schedule;
  - (3) 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 seven 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 seven 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 Screening Committee 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 seven 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 Written Statement of Inability to Work**

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

- (a) a medical practitioner licensed 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 employee's physician may be required to provide 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;
  - (3) 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 Illness/Injury Report Form and written statements referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt.

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 one-quarter day accumulation that is being used to supplement the new 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 Employer;
- (b) any amount of disability income provided by any compulsory *Act* or law, except Unemployment Insurance sickness benefits and WorkSafeBC benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage 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
- (2) 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 provision is to apply, the employee will be required to provide satisfactory evidence of his/her 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 Employer will be entitled to recover or decrease plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceed 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) on 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) pregnancy leave, parental leave or adoption leave,

which prevents the employee from returning to work on the scheduled date of return, the short-term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven month period remaining from the scheduled date of return to work. For pregnancy leave, the intention is no coverage for normal pregnancy.

(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 Employer**

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

### **1.8 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 prorated basis.

### **1.9 Employment Insurance Premium**

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

### **1.10 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits, pursuant to 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two 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.

## **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 Employer. To be covered by the plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six 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 31.13.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

## 2.2 Long-Term Disability Benefit

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

- (a) (1) effective upon ratification, 68.3% of the first \$2,200 of monthly earnings; and
- (2) 50% of the monthly earnings above \$2,200.

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

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

(b) The long-term disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee recovers, or at the end of the month in which the employee reaches age 65, resigns or dies, whichever occurs first.

(c) An employee in receipt of long-term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to a screening committee established there under and will retain seniority rights should they return to employment within six months following cessation of benefits.

(d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above and contributions for Superannuation will be waived by the Employer.

(e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

## 2.3 Total Disability

(a) Total disability, as used in this plan, means the complete inability because of an accident or illness of a covered employee to perform all the duties of his/her own occupation for the first two years of disability, except where accommodation has been made which enables an employee to work:

- (1) in his/her own occupation; or
- (2) in a job other than his/her own occupation.

Where accommodation has been made that enables an employee to return to a job other than his/her own occupation, the employee will not be considered totally disabled and the basic rate 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 the disability, the employee's salary will be protected in accordance with Clause 27.7(a) at the employee's basic rate at the date of disability.

After the first two years of total disability, where accommodation has been made that enables an employee to return to a job rather than his/her own occupation, the employee will not be considered totally disabled and their basic rate for the job or 75% of the basic rate of his/her own occupation, whichever is greater.

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

(b) Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

(c) (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 85% of his/her earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this plan exceed 85% of the employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount.

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 85% of the employee's earnings at the date of disability but in no event for more than 24 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, 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 24 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 his/her regular occupation;
- (c) Intentionally self-inflicted injuries or illness;
- (d) A disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

## 2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

## 2.6 Integration With Other Disability Income

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

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

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory Act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he would be entitled if his/her 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
- (2) 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 his/her 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 Employer will be entitled to recover or decrease plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceed 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 Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such 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**

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.

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 he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one 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.

## **2.8 Cessation of Plan Coverage**

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 his/her 65<sup>th</sup> birthday (60<sup>th</sup> birthday for firefighters and correctional centre employees);
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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

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

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

## **2.10 Benefits Upon Plan Termination**

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

## **2.11 Contributions**

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

## **2.12 Waiver of Contributions**

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

## **2.13 Claims**

- (a) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this plan shall be sent to the Plan Administrator.
- (b)
  - (i) Written notice of an appeal must be submitted 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.
  - (ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support his/her claim.

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

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

- (c) Written notice of an appeal must be submitted within six months from the date the claims paying agent rejected the claim. The expenses incurred by a claims review committee will be paid by the plan.
- (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 he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

#### **2.14 Physical Examination**

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim 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 Employer will be the administrator of the plan. All questions arising as to the interpretation of this plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the collective 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 - REHABILITATION COMMITTEE**

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her 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 his/her own occupation, as defined under the Long-Term Disability Plan outlined in Appendix 2 Part II of this collective agreement.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application to the Rehabilitation Committee.
- (c) The application once completed, shall be returned to the Employer's representative on the Rehabilitation Committee who will provide copies to the committee members.
- (d) The Rehabilitation 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 Employer 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 and medical aids.
- (5) where the employee is considered capable of performing alternative employment or once rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation outside of the Institute, he/she shall be subject to Article 13 - *Layoffs and Recall*, excluding displacement options.
- (e) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c) and (d) above will apply.
- (f) Where an employee has a physical occupational illness or injury, the Employer 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 the collective agreement.
- (g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

### APPENDIX 3

#### 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;

"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

"*field status employees*" are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"*seasonal field employees*" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"*permanent camp*" is a camp which will be established and occupied continuously for more than one year;

"*seasonal camp*" is a camp that will be established and occupied less than five months and is usually comprised of tents and, where feasible, trailers;

"*fly or sub-base camp*" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"*local hire*" is a person who is hired or is domiciled within 80 kilometres of the job site by means of the shortest road route;

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

"*headquarters or geographic location*" is that area within a radius of 32 kilometres of where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

"*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**

### **1.01 Board and Lodging Allowances**

#### **(a) Local Hire**

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

(b) *Employees at Their Headquarters*

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

(c) *Travel Status*

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

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of 30 days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (4) Notwithstanding any provisions contained in Subsection (c)(1), (2), or (3), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging*

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

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "mobile" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance*

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

- (1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under Subsection (d), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own

board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be effective April 1, 1997: \$30.50; effective April 1, 1998: \$31.50 per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WorkSafeBC leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WorkSafeBC leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) while employees are away from the job under Clause 13.03 of the Engineering, Technical & Inspectional Component Agreement, Clause 11.03 of the Operational Services Component Agreement, Clause 15.01 of the Administrative Services Component Agreement, and any similar clause under any of the other component agreements;
- (vi) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld;

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
- (iii) where employees are on leave with pay for union business.

- (iv) where employees are in receipt of STIIP in excess of five consecutive days, on approved WorkSafeBC leave with pay in excess of five consecutive days or on other approved leaves of absence with or without pay for periods in excess of five consecutive days.

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

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

- (7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

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

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

## **1.03 Type of Accommodation**

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

## **1.04 Permanent Camp**

Where a "*stationary*" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$230 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day. Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a

posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

## **PART II - RELOCATION EXPENSES**

### **2.01 Policy**

(a) Relocation expenses will apply:

(1) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

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

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

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

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

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five 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 Treasury Board Order on Travel Expenses.

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

Meals:	Adults - full rate Children 12 and under - one-half rate
Motel or Hotel:	on production of receipts. Private lodging at old or new location at current rate.

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

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

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

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

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of \$18 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of \$23 per day up to a maximum of 60 days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by his/her dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

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

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$50,000;
- (c) where necessary, insured storage up to two 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 his/her own household effects and chattels, the employee shall receive one of the following allowances:
  - (1) \$425 for a move not exceeding a distance of 240 kilometres;
  - (2) \$735 for a move which exceeds a distance of 240 kilometres;
  - (3) \$190 where the employee is entitled to receive the amount pursuant to Section 2.07(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.



(g) In order to be eligible under this clause, the employee must have worked full-time for the Justice Institute for at least one year prior to the move and must file a claim within one year after the relocation.

## **2.05 Moving of Mobile Homes**

(a) On relocation, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:

- (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
- (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

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

- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
  - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
  - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$4,000;
- (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$50,000.
- (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$500 upon production of receipts;
- (4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of \$2,000 upon production of receipts.

(d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.04 and 2.10.

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

The Employer 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 Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

## 2.07 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location..... \$500
- (b) when the employee is moving to rental accommodation in the new location ..... \$225
- (c) when an employee is moving with a mobile home ..... \$150
- (d) when the employee is moving to room and board ..... \$100

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

## 2.08 Notice to Employee Upon Relocation

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

## 2.09 Requested Relocation by Employee

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

## 2.10 Real Estate and Legal Fees

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

- (a) reimbursement of fees to a maximum of \$6000 charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation;
- (b) an employee who has sold his/her own home without the aid of a realtor shall be entitled to claim \$1,000;
- (c) allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
  - one percent of the first \$40,000 of the purchase price;
  - one-half of one percent of any amount of the purchase price above \$40,000;
  - the total cost to the Employer under Part (c) shall not exceed \$900.
- (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), shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**PART III**

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

- (a) as a result of the Employer moving its operation from one geographic location to another (see Agreement 12.8);
- (b) as a result of accepting a placement pursuant to Article 13 – Layoff and Recall, provided the employee is in receipt of a layoff notice; the employee will be entitled to the following reimbursements in addition to the provisions of Appendix 3, Part II, upon production of receipts:
  - (i) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to Part II, 2.10(a);
  - (ii) except when 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 \$75 and mortgage pre-payment penalty, if any;
  - (iii) Survey Certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at a new location;
  - (iv) 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 he/she resided immediately prior to relocation is not sold.

**MEMORANDUM OF UNDERSTANDING #1**  
**Stewards at Step 2 of the Grievance Procedure**

The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to a maximum of two stewards to represent employees at Step 2 of the grievance procedure.
2. The mandate of the steward at Step 2 is to:
  - (a) present the grievance at Step 2.
  - (b) Conduct the Step 2 meeting with the Step 2 Designate. Where it is not feasible for the steward and Step 2 Designate to meet personally, the Step 2 meeting may be conducted by phone.
  - (c) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.
3. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave his/her work shall be obtained as required by Clause 2.6(c).

4. Nothing in this memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.
5. The Labour/Management Committee shall monitor the progress and administration of this Memorandum with the goal of improving its operation, resolving problems or disputes, and gathering and sharing of relevant information.

### **MEMORANDUM OF UNDERSTANDING #2 Union/Management Joint Training**

In keeping with the intent of building constructive union/management relations, the BCGEU and the Institute agree to jointly develop training to be delivered to union and management designates on an annual basis.

The training will include and is not limited to:

- appreciation of both parties' rights, roles and responsibilities in the workplace;
- understanding the positive role of the stewards in responding to and resolving issues;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training will be jointly facilitated by a team of qualified union and employer representatives.

Union members who attend training will be on leave of absence with basic pay and shall be reimbursed for expenses by the Union.

Both parties recognize that in order to have positive union/management relations it is essential to recognize and support the ongoing learning that is inherent in this process.

*Renewed*

### **MEMORANDUM OF UNDERSTANDING #3 Telework**

The parties agree that the Labour/Management Committee shall meet, within a six month period following the signing of this agreement, to discuss and explore the feasibility of Telework at JIBC.

The purpose of this discussion is to explore:

- the feasibility of developing a Telework program for bargaining unit employees at JIBC; and
- the potential extent, application, and implementation of any Telework program.

This shall remain a standing item at the Labour/Management Committee meetings for the aforementioned six month period. At the end of the six month period, the parties agree that the work contemplated in this Memorandum will be deemed to have been completed.

**MEMORANDUM OF UNDERSTANDING #4**  
**Re: Economic Stability Dividend (ESD)**

**Definitions**

1. In this Letter of Agreement:

"*Collective agreement year*" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"*Economic Forecast Council*" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

"*Forecast GDP*" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"*Fiscal year*" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.

"*Calendar year*" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"*GDP*" or "*Gross Domestic Product*" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"*GWI*" or "*General Wage Increase*" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

"*Real GDP*" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "*Real Gross Domestic Product at Market Prices*" currently in November of each year.

**The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (½) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

**Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year - Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 - Forecast GDP for calendar 2015;
- (ii) November 2016 - Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**LETTER OF UNDERSTANDING #1**  
**Exchange Program**

The parties agree that exchange programs between the Justice Institute and other public or private institutions can be beneficial to the Employer and employees. When an exchange is viable and beneficial to both the JIBC and an employee, the employee may be granted permission to participate in exchange programs at full pay and allowances.

**LETTER OF UNDERSTANDING #2**  
**Supporting the Role of the Steward**

The role of the stewards benefits all Academies and Divisions at the JI. This represents a commitment of time and effort in addition to their regular duties and responsibilities. In order for this role to be fulfilled effectively, stewards need access to:

- release time as provided in this collective agreement;
- a range of options to deal with their workload, which may include backfill, OT etc.;
- a permanent office (including photocopying, storage, phone, PC etc.);
- location to be mutually agreed to,
- relevant JI training outside of JET funding as provided for in this collective agreement.

In addition the parties agree to provide joint training with respect to the changes in the collective agreement to union and management designates. This will be completed within two months of ratification.

*Renewed*

**LETTER OF UNDERSTANDING #3**  
**Article 5 Human Resources Database**

1. The parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The parties may undertake joint projects for the comparative analysis of such data.

2. The parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3. The parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

4. Relevant Matters include:

**Health and Welfare**

- types of coverage
- participation rates
- premiums
- cost sharing
- commission cots

- available studies commissioned by government agencies e.g., comparative benefit analysis)
- carrier contracts

**Collective Bargaining**

- wage information and any other bargaining unit compensation
- information requested
- demographics: age, sex, salary, placement, status
- analysis of local collective agreements within the system
- Pension Plan participation rates

**Contract Administration**

- Arbitration, Labour Relations Board and other decisions and costs
- thereof for the system
- Local Letters of Understanding

*Renewed*

**LETTER OF UNDERSTANDING #4**  
**System-Wide Electronic Job Registry**

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

**1. Posting**

- (a) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
- (c) Postings will be removed from the registry one week after the closing date.
- (d) Employers may elect to include job postings from institutions not covered by this agreement.
- (e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.

**2. Electronic Registry of Eligible Employees (Registrants)**

- (a) Employees covered by the agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- (b) Laid-off employees will become ineligible in the following situations:
  - (1) They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
  - (2) They obtain an equivalent position as a result of being listed on the system-wide registry; or



(3) Upon the expiration of the employee's recall rights, or two years from the date of registration, whichever is later.

### **3. Application Procedures**

(a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the following form.

(b) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.

(c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local union if the registrant is no longer available for employment through the Registry.

### **4. Registrant Applying for Vacancies**

(a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.

(b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is.

### **5. Rights of Registrants**

#### **(a) Entitlement for Interview**

Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event that more than five qualified registrants apply, the institution shall interview the five most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of the selection language in the local collective agreements.

#### **(b) Entitlements for Successful Applicants**

*Orientation/Training:* A registrant who accepts an offer of available work shall be entitled to a responsible amount of orientation and training. *Benefits:* Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

*Seniority:* All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement at the hiring institution.

*Relocation Costs for Registrants:* Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within 90 days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.

*Recall and Repayment:* An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.

*Reporting of Registry Activities:* Employers shall report all registry activities to the Labour/Management Relations Committee, including names of those interviewed and those hired.

**POST SECONDARY EMPLOYERS' ASSOCIATION REGISTRY - FORM 001**

0. (For PSEA use only:) \_\_\_\_\_

1. College/Institute/Agency of Origin: \_\_\_\_\_

2. Registrant: \_\_\_\_\_

3. Start Date: \_\_\_\_\_

4. Previous Position Held: \_\_\_\_\_

5. Current Position Held: \_\_\_\_\_

6. Date of Layoff Notice: \_\_\_\_\_

7. Date of Availability: \_\_\_\_\_

8. Registrant Electronic Resume available at: \_\_\_\_\_

College/Institute/Agency Personnel Contact Person: \_\_\_\_\_

College Personnel Contact Phone Number: \_\_\_\_\_

Bargaining Unit Chairperson/Local President: \_\_\_\_\_

Bargaining Unit Chairperson/Local President Phone Number: \_\_\_\_\_

Information Release Waiver for the purposes of the "*Freedom of Information and Protection of Privacy Act*".

I agree that the above personal information, my current resume, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

\_\_\_\_\_  
Signature of Registrant

\_\_\_\_\_  
Date

*Renewed*

**LETTER OF UNDERSTANDING #5  
Pension Plan**

Enrolment in the Municipal Pension Plan shall be as set out in the *Pension (Municipal) Act*.

In order to enable employees who qualify according to the *Municipal, College or Public Service Pension Act* to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

*Renewed*

**MEMORANDUM OF AGREEMENT #1**  
**Program Planners**

The parties agree that three Program Planner positions will be transferred to the BCGEU bargaining unit on July 1, 2005 and that the transfer of Barbara Hunter as an incumbent, will be in accordance with the following:

1. The incumbent will have her wages maintained and will receive all future negotiated wage increases provided that she does not voluntarily leave her current positions. A change in the number of hours worked does not constitute a change in position and will not be used to alter the protected wage rate. Current salaries will be converted to an hourly wage.
2. Seniority will be established based on the length of time worked in a bargaining unit position, time worked as a Program Planner will be credited toward bargaining unit seniority.
3. The incumbents will have the option to remain on or enrol in the Fair Comparison benefits plan or transfer to benefits plan provided under the collective agreement.
4. Vacation entitlement will be based on date of hire with the Justice Institute of British Columbia. The incumbents will maintain her current vacation entitlement until the vacation entitlement provided in the collective agreement exceeds the current entitlement.
5. The salary protection provisions contained in the collective agreement will apply to the wage provision in 1 above.
6. Effective July 1, 2005 the incumbent will be covered by all terms and conditions of collective agreement unless otherwise specified.
7. This agreement will remain in full force and effect provided that the incumbents do not voluntarily leave their positions or terminate employment.

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