

**COLLECTIVE AGREEMENT**

**between the**

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

**and**

**Union Workers' Union (UWU)**

**Expires March 31, 2026**

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**AGREEMENT****BETWEEN:**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
(hereinafter called the "BCGEU"),

**AND:**

**B.C. UNION WORKERS' UNION**  
(hereinafter called the "Union" or "UWU").

WHEREAS the Union has requested the BCGEU to enter into a Collective Agreement and the BCGEU has consented thereto, now this agreement witnesses that the BCGEU and the Union each agree with one another as follows:

**DEFINITIONS**

- (1) "BCGEU" – means the B.C. Government and Service Employees' Union;
- (2) "day" – means a calendar day unless otherwise indicated;
- (3) "employee" – means an employee of the BCGEU covered by this Agreement;
- (4) "position" – means a regular job approved as part of the regular servicing staff complement in a specific department and location;
- (5) "union" – means UWU;
- (6) "unit committee" – means the committee of four UWU members elected to represent employees in negotiations and over the term of the Collective Agreement.

**ARTICLE 1 - UNION RECOGNITION AND RIGHTS****1.1 Bargaining Agent Recognition**

The BCGEU recognizes the Union as the sole collective bargaining agent for all classifications listed in Appendix A of this Agreement.

**1.2 New Positions**

In the event the BCGEU establishes a new position which does not fall within the clerical support bargaining unit, the Union and the BCGEU shall meet prior to the position being filled and determine:

- (a) whether the position should be excluded from or included in the bargaining unit; and
- (b) the salary that shall apply to any new position included in the bargaining unit.

If no agreement is reached within 60 days of the position being filled either party may make an application pursuant to the *Labour Relations Code* to make a determination. If at any time the BCGEU was to seek to exclude one or more coordinator positions, the position(s) shall be included in the bargaining unit until either an agreement between the parties is reached or a ruling from the Labour Relations Board grants the exclusion.

### 1.3 Human Rights Code

- (a) The Parties hereto subscribe to the principles and protections provided for in the Human Rights Code of British Columbia.
- (b) The Parties will meet and review methods of extending knowledge of the *Human Rights Code* to all employees.

### 1.4 Labour Management Committee

- (a) The Labour Management Committee shall consult on matters relating to the workplace that affect the parties or any employee bound by the agreement. There shall be four pre-scheduled meetings a year. In addition, the committee may meet at the call of either party. The parties agree to exchange agenda items a minimum of one week prior to each scheduled meeting.
- (b) Leave of absence with pay shall be granted to attend these meetings. Expense reimbursement for the members of the Unit Committee shall be the responsibility of UWU.
- (c) **The BCGEU will provide a recording secretary for each meeting to take minutes. The BCGEU will provide a draft of the meeting minutes to the union within three business days of the meeting. The approved minutes shall immediately be posted.**

### 1.5 Correspondence

- (a) The BCGEU agrees that all correspondence between the BCGEU and the Union related to matters covered by this Agreement shall be sent to the Chair of UWU Unit Committee.
- (b) The BCGEU agrees that a copy of any correspondence between the BCGEU and any employee in the bargaining unit covered by this Agreement, pertaining to discipline or a violation of any clause in this Agreement as it applies to that employee, shall be forwarded to the Chair of UWU Unit Committee or designate.

### 1.6 No Other Agreement

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

### 1.7 No Discrimination for Union Activity

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

### 1.8 Stewards

The BCGEU recognizes the Union's right to select stewards to represent employees. Stewards have the right to represent members without loss of pay.

### 1.9 Bulletin Boards

The BCGEU shall provide bulletin board facilities for the exclusive use of UWU at Headquarters and all Area Offices. The BCGEU will also provide an electronic bulletin board for exclusive use of UWU. The use of the bulletin boards shall be restricted to the business affairs of UWU.

**1.10 Employees Work Emails**

The BCGEU shall maintain a group email list of UWU members currently employed by the BCGEU for use of the UWU Unit Committee or designate. The use of the group email list shall be restricted to the business affairs of the UWU and only used by the UWU Unit Committee or designate.

**1.11 Employee List**

Upon request by the UWU, the BCGEU will provide a list of employees that have worked for the BCGEU in the last 9 months.

**1.12 Associate Membership**

All employees will be associate members of the BCGEU.

**1.13 Right to Refuse to Cross Picket Lines**

**All employees covered by this Agreement shall have the right to refuse to cross a picket line. Failure to cross a picket line encountered in carrying out the BCGEU's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.**

**ARTICLE 2 - UNION SECURITY****2.1 Union Security**

The BCGEU agrees that all employees covered by this Agreement shall, within 30 days of their employment, as a condition of employment, become and remain members in good standing of the Union. Union dues shall be deducted by the BCGEU from the employee's salary. Dues deducted from the previous month shall be remitted to the Local Union Treasurer no later than the 15<sup>th</sup> of the succeeding month.

**2.2 Check-off of Union Dues**

The BCGEU will deduct from the wages or salary of each employee in the bargaining unit the amount of regular dues payable to the Union by members of the Union.

**2.3 Employee Information**

(a) The BCGEU will provide to the Union the information provided in the chart below with every regular dues remittance. This information will be provided electronically in Excel file format.

Column Order	Name	Format	Format Description
1	Employee Number		
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Wages for Period	XXXX.XX	No commas or dollar signs
6	Classification		SR2-VR12, etc.
7	Hire Date	yyyyMMdd	
8	Branch Number	1 or 2	1=Temporary; 2=Regular
9	Department	xx	

(b) The BCGEU will provide to the Union, where available, employees' home phone numbers, cell phone numbers and personal email addresses on a quarterly basis. In the future, should the BCGEU's payroll system support the inclusion of this information it will be provided pursuant to Article 2.3(a).

#### **2.4 Electronic Funds Transfer**

- (a) The BCGEU will submit union dues remittance by EFT. The EFT will be submitted with an email to treasurer@bcuwu.ca including the EFT date and dollar amount.
- (b) Each EFT email will also include:
- (1) Employer name
  - (2) Pay period number

#### **2.5 BCGEU and Union will Acquaint New Employees**

(a) The BCGEU agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The BCGEU agrees to provide the most current list names and emails of all stewards, as provided by the Union, to new employees.

(b) The BCGEU will notify the UWU Unit Committee or designate of new employees and of their primary work location within 10 days of the start date of the new employee. The UWU Unit Committee or designate may meet with the new employee, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the BCGEU and the Union.

### **ARTICLE 3 - MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY, BULLYING & HARASSMENT**

(a) The Union and the BCGEU recognize the right of employees and members to work in an environment free from misuse of managerial/supervisory authority, bullying or harassment, and the BCGEU undertakes to discipline any employee or full-time officer engaging in this type of conduct.

(b) (1) Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the BCGEU'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.

(2) Sexual harassment shall include, but not be limited to:

- (i) sexual solicitation or advances made by a person who knows or ought to know it is unwelcome; or
- (ii) a reprisal or threat of reprisal by someone exercising authority after a sexual solicitation or advance is rejected; or

- (iii) unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victim of harassment.
- (3) Bullying includes any inappropriate conduct or comment made by a person to an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated. Bullying does not include action occasioned through the exercise, in good faith of the BCGEU's managerial/supervisory rights and responsibilities.
- (c) Allegations of misuse of authority, bullying or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that the complainant feels free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.
- (d) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint will approach their supervisory personnel, union steward or Step 2 designate to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
- (e) A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the Chair of the UWU Unit Committee or designate. Within five workdays of receipt of the complaint, they shall notify the BCGEU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).
- (f) The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the respondent and the latter is a member of the Union, the BCGEU shall fully discuss the matter with the Union to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the Parties to this Agreement. Where the Parties agree to temporarily reassign the respondent, pending the outcome of the investigation, the action shall not be considered a disciplinary transfer pursuant to Clause 11(d)(2). The complainant shall not be reassigned or transferred against their will.
- (g) Both the complainant and the respondent (if a member of Union) shall be advised of the purpose of all meetings convened during the course of the investigation.
- (h) Investigations under this article will be conducted by the BCGEU or its designate. Where circumstances demand, the BCGEU may retain an external investigator.
- (i) The BCGEU shall conclude its investigation of the complaint within 10 working days of receiving it. An extension for the investigation period may be requested of, and granted by, the Chair of the UWU Unit Committee or designate.
- (j) The BCGEU's designate shall complete a written report within five working days of the completion of the investigation. The complainant, the respondent, and the Chair of the UWU Unit Committee or designate shall be apprised of the recommendation(s) and/or action(s) to be taken.
- (k) Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied party may initiate a grievance commencing at Step 2 of the grievance procedure within five working days of receipt of the BCGEU's report.
- (l) Where such a grievance has been initiated, the BCGEU agrees to fully disclose to the Chair of the UWU Unit Committee or designate, all relevant information gathered during the course of its

investigation. The Union shall provide to the BCGEU the facts upon which it relies in advancing the matter.

(m) If the matter is not resolved during the grievance procedure, the Union may file the grievance at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator within five days of the complaint being filed at mediation/arbitration. The agreed mediator/arbitrators are Julie Nichols, Marli Rusen and Corinn Bell or any other mediator/ arbitrator by mutual agreement. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

(n) The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 13 of the *B.C. Human Rights Code*, or *Sections 115(1)(a) and 115(2)(e) of the Worker's Compensation Act*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to the Human Rights Tribunal or the process above.

#### **ARTICLE 4 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 5 - TIME OFF FOR UNION BUSINESS**

(a) Up to a maximum of four union members shall be entitled to leave of absence for the purpose of conducting negotiations with the BCGEU. Such leave shall be without loss of pay.

(b) Negotiations shall be scheduled by mutual agreement.

(c) A union officer shall be granted leave with pay to present and process grievances arising out of this Agreement in accordance with the grievance procedure outlined in Article 6 herein.

(d) Leave of absence with pay shall be granted to employees called to appear as witnesses before an Arbitrator as provided for in Article 7 of this Agreement. It is agreed, however, that not more than three employees shall be off duty for this purpose at any one time.

(e) Leave without pay and without loss of seniority, with reasonable written notice, will be granted for elected or appointed representatives of UWU to attend to union business which requires them to leave their general work area. When leave without pay is granted, the leave shall be given with basic pay and the union shall reimburse the BCGEU for salary and benefit costs including travel time incurred. Approval for these leaves shall not be unreasonably withheld.

#### **ARTICLE 6 - GRIEVANCES**

##### **6.1 Grievance Procedure**

(a) The BCGEU 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.

**6.2 Step 1**

In the first step of the grievance procedure, the aggrieved employee and the BCGEU designate shall hold a meeting to discuss the dispute and attempt to resolve the dispute. The aggrieved employee shall have the right to have a union steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through a union steward to Step 2 of the grievance procedure.

**6.3 Step 2**

In the event the grievance is not satisfactorily resolved at Step 1 of the grievance procedure, the aggrieved employee shall, within 25 working days of becoming aware of the actions or circumstances giving rise to the grievance, submit a written grievance through their union steward to the BCGEU President or designate.

Following receipt of the written grievance, the parties shall hold a Step 2 meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement. The BCGEU President or designate shall respond to the grievance in writing to the Union within 15 working days of presentation of the grievance.

**6.4 Arbitration**

In the event the grievance is not satisfactorily resolved at Step 2 of the grievance procedure, the Union may submit the matter to arbitration. Such grievance shall be submitted within 15 working days of the Union receiving the response of the BCGEU President or designate or within 15 working days of that response being due.

**6.5 Exchange of Documents**

The BCGEU and the Union shall produce an agreed statement of facts and provide disclosure no later than 60 days after filing at arbitration.

**6.6 Policy Grievance**

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the BCGEU President or designate, or the Chair of UWU Unit Committee or designate, 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.

**6.7 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 in processing the grievance through the grievance procedure. To this end an arbitrator 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.

**6.8 Time Limits**

Time limits fixed in the grievance and arbitration procedure may be altered by written agreement between the Parties.

**6.9 Investigator**

Where a dispute arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including

any question as to whether a matter is arbitrable, during the term of the Agreement, an investigator, mutually agreed to by the Parties, shall at the mutual request of the Parties:

- (a) investigate the dispute;
- (b) define the issue in the dispute; and
- (c) make written recommendations to resolve the dispute within five days of the date of receipt of the request and for those five days from that date, time does not run in respect of the grievance procedure.

#### **6.10 Deviation from Grievance Procedure**

- (a) The BCGEU agrees that, after a grievance has been initiated by the Union, the BCGEU's representative 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 an employee endeavours to pursue a grievance through any channel other than the grievance procedure or the Human Rights Tribunal, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

#### **6.11 Confidentiality**

Once a grievance has been submitted, the aggrieved employee, the Union and the BCGEU shall maintain confidentiality and will not discuss the merits or circumstances of the grievance with anyone other than those who are involved with the resolution of the grievance.

### **ARTICLE 7 - ARBITRATION**

#### **7.1 Notification**

Where a dispute arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 6, notify the other Party within 15 working days of the receipt of the reply at the 2<sup>nd</sup> Step or on the date it was due, of its intention to submit the dispute to Arbitration.

#### **7.2 Single Arbitrator**

A single arbitrator drawn on a rotating basis from the list in Appendix C of this Agreement shall hear the dispute within 30 working days of being appointed and their decision shall be final and binding upon the Parties.

#### **7.3 Arbitration Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. They shall hear and determine the dispute and shall render a decision within 60 days of the conclusion of the hearing.

#### **7.4 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding, and enforceable on the Parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just

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

### **7.5 Fees and Expenses**

The fees and expenses of the arbitrator shall be shared equally between the Parties.

### **7.6 Settlement Officer**

It is agreed that either party may request a Settlement Officer to resolve grievances within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration, pursuant to s. 87 of the *Labour Relations Code*. Where a Settlement Officer has been appointed, the parties may agree to be bound by the recommendations of the Settlement Officer prior to commencement of discussion of the grievance.

### **7.7 Expedited Arbitration**

- (a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 work days;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the 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) Marguerite Jackson or Koml Kandola or any other expedited arbitrator by mutual agreement shall be appointed to hear and resolve groups of grievances within 30 calendar days of the appointment.
- (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) 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) The parties agree that these arbitration awards will not be appealed under s.99 or s.100 of the *Labour Relations Code*.
- (h) The procedure for expedited arbitration is;
  - (1) The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.

- (2) The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
- (3) If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The parties may each produce one witness whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
- (4) The Parties may, by mutual agreement, vary procedure.

## **ARTICLE 8 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **8.1 Burden of Proof**

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

### **8.2 Dismissal and Suspension**

The BCGEU may dismiss or suspend an employee for just cause by giving notice in writing setting out the reasons for dismissal or suspension and the duration of the suspension where applicable.

**On request, suspensions of less than five days may be removed from an employee's file following a five-year period from the date of suspension provided there has been no further infraction.**

### **8.3 Right to Have Steward Present**

An employee shall have the right to have their steward or the Chair of the UWU Unit Committee present at any discussion with the BCGEU President or designate which the employee believes might be the basis of disciplinary action. Where the BCGEU President or designate intends to interview an employee for disciplinary purposes, or impose discipline, they shall notify the employee and the steward in advance of the purpose of the interview.

### **8.4 Disciplinary Meetings**

- (a) The BCGEU will endeavour to schedule disciplinary meetings with a minimum of 48 hours' notice.**
- (b) If the BCGEU has provided 48 hours' notice, the BCGEU is entitled to require in-person attendance at disciplinary meetings. If one or more participants are unable to attend in person a virtual option may be made available for those participants.**
- (c) If the BCGEU has not provided 48 hours' notice, the Parties agree that any participant may request that the meeting be conducted virtually. Such requests will not be unreasonably denied.**

### **8.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure. Any such document shall be removed from the employee's file after the expiration of 12 months from the date it was issued provided there has not been a further infraction. This proviso does not apply to documentation resulting from the final disposition of a sexual harassment complaint where there was a finding of sexual harassment. The BCGEU 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 of at the time of filing.

## 8.6 Dismissal and Suspension Grievances

Grievances arising from the dismissal of an employee shall be submitted directly to arbitration. Grievances arising from the suspension of an employee shall be submitted directly to Step 2.

## 8.7 Justice and Dignity

(a) An employee shall not be suspended or dismissed or transferred for disciplinary reasons until the grievance procedure has been completed. In the event of a matter proceeding to arbitration, the Parties agree to expedite a hearing in this regard. In the event the penalty is upheld by the arbitrator, it shall be immediately instituted as soon as both Parties have been notified of the decision.

(b) An employee may be removed from active duty with pay pending the resolution of the grievance if the cause of the discipline arises from a failure to appropriately service the membership of the BCGEU or if continued presence on active duty presents the risk of vexatious behaviour which might jeopardize the BCGEU.

## 8.8 Probationary Employees

(a) All regular appointments shall be on probation for the first six months of employment. The BCGEU may extend an employee's probation to a maximum of a further three months. In the event the BCGEU extends an employee's probation, UWU will be notified, and the employee may request reasons in writing.

**(b) Where there is mutual agreement between the BCGEU and the probationary employee, the probationary period may be shortened or waived where the BCGEU determines that a shorter probationary period will be sufficient to determine ongoing suitability in the position.**

**(c) The BCGEU will advise the probationary employee and the union of any concerns on suitability as soon as they arise.**

(d) The BCGEU may reject a probationary employee. New employees rejected on probation shall not be considered dismissed for cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. A probationary employee shall receive two weeks' notice of termination or pay in lieu thereof. A rejection of a probationary employee is subject to the grievance procedure.

## 8.9 Personnel File

An employee or the Chair of the UWU Unit Committee or designate, with the written authority of the employee, shall have the right of access to their personnel record at the BCGEU's premises.

## ARTICLE 9 - SENIORITY DEFINED

### 9.1 Seniority Defined

(a) *Service Seniority* – shall mean the total length of service with the BCGEU.

(b) *Unit Seniority* – shall mean the total length of accumulated service with the BCGEU within the Union bargaining unit.

## **9.2 Seniority List**

The BCGEU shall provide a seniority list for regular employees which will be posted on the Union's Intranet. This list shall be updated quarterly. It shall include the employees' name, service seniority and unit seniority.

## **ARTICLE 10 - LAYOFF AND RECALL**

### **10.1 Layoff**

- (a) Layoff shall be in reverse order of unit seniority within the classification series listed in Appendix A; provided that the remaining staff can perform the duties of the person to be laid off.
- (b) If the laid-off employee believes that, following a brief period of familiarization, they are able to perform the duties of an employee with less unit seniority in any other UWU bargaining unit position, the laid off employee shall notify the BCGEU within seven days of receiving their notification of layoff of their wish to displace the more junior employee. The BCGEU shall respond within seven days of receiving the employee's notice.
- (c) If the BCGEU denies the employee's displacement request, UWU shall be entitled to refer the matter to expedited arbitration under clause 7.7.
- (d) If the BCGEU grants the employee's displacement request and the work is outside of the employee's geographic location, Appendix D will not apply.

### **10.2 Recall**

Recall shall be in order of unit seniority from amongst staff with recall rights provided that they are able to perform the work which is available.

### **10.3 Notice**

Six weeks' notice of layoff shall be provided to staff who are so affected.

### **10.4 Layoff Options**

Upon receipt of layoff notice, an employee shall have the following options:

- (a) elect recall for which unit seniority shall remain valid and continue to accrue for two years,
- (b) elect severance pay which shall be paid at the rate of three weeks' pay for each year of service or portion (prorated) thereof,
- (c) an employee who has elected recall pursuant to (a) above may elect to displace a temporary employee provided they are qualified to perform such work. Priority will be given to temporary work available in their geographic location. Where the temporary work is outside of the employee's geographic location, Appendix D will not apply but staff will be eligible for an allowance of \$50 per day. Laid off employees will have priority for placement in subsequent temporary positions prior to such positions being posted.

### **10.5 Pre-Layoff Canvass**

In the event that it is necessary to issue a layoff notice, the Union shall be notified at the same time as layoff notice is provided to staff affected. The purpose of this notice is to provide the BCGEU and the Union with an opportunity to canvass the bargaining unit and determine if there are members who wish to resign with severance as provided in Clause 10.4(b).

### 10.6 Seniority Upon Recall

Upon recall, an employee shall be credited with the service and unit seniority held prior to layoff.

### 10.7 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) layoff for more than two years;
- (b) termination for cause;
- (c) resignation or abandonment of position.

## ARTICLE 11 - TRANSFERS AND VACANCIES

### 11.1 Letter of Preference

Employees who are interested in moving to another department or location shall file a Letter of Preference with the Human Resources Department. Employees will list, in order of preference, the departments or location in which they wish to fill a position. The BCGEU will give consideration to the most senior applicant with a Letter of Preference on file in filling temporary vacancies of less than three months' duration.

A Letter of Preference, once filed, cancels and supersedes all previously submitted Letters of Preference and remains valid from the date of receipt until the employee has withdrawn it in writing.

### 11.2 Postings

- (a) When any vacancy occurs, a new temporary position in excess of three months or a regular position is created or if a vacancy is created through transfer, the BCGEU shall post the position for a minimum of seven calendar days as an internal bargaining unit posting.
- (b) If the BCGEU is unable to post a vacancy within 30 days of occurrence, the BCGEU will provide notification to UWU.**
- (c) Only regular or temporary employees may apply on an internal bargaining unit posting.
- (d) In order to enhance consistency of service to members, regular employees who have not completed two years of service in their current position may not be considered for lateral transfers.
- (e) If a successful applicant for a regular posting is already working in the position in question on a temporary basis, they shall be compensated at the regular rate as of the date they are offered and accept the position.**
- (f) For the purposes of this article, unit seniority shall be used. Temporary and regular unit seniority will be used for temporary postings. Temporary lateral transfers from one geographic location to another will be limited to one per employee. Headquarters/Lower Mainland Area Office and Fraser Valley Area Office will not be considered separate geographic locations for the purpose of this clause. Geographic transfers may be limited to prevent unreasonable dislocation.
- (g) Regular unit seniority shall be used for regular postings.

### 11.3 Information in Postings

- (a) **All job postings will include the following:**
  - (1) a description of the position based upon the applicable job description;

- (2) the applicable classification;
- (3) the applicable department;
- (4) the applicable location;
- (5) the qualifications required;
- (6) status (whether temporary or regular);
- (7) length of appointment, if a temporary position;
- (8) closing date of posting.

(b) Should any of the conditions set out above change before the BCGEU finalises its selection decision, the BCGEU will re-post the vacancy reflecting the change and notify any applicants of the change.

#### 11.4 Appointment Procedure

(a) All appointments to bargaining unit positions shall be based on the following factors:

- unit seniority,
- knowledge of the work being applied for,
- technical ability,
- interpersonal and communication skills,
- and direct or transferable experience for the work being applied for.

**Each applicant will be awarded a maximum of 20 points for each factor for a maximum total of 100 points.**

(b) The BCGEU will utilize the most recent annual workload review and annual skills and training review referred to at Article 17.3 for regular employees and the most recent 26 week review referred to at Article 23.7 for temporary employees for up to **40 points of the maximum total of 100 points**.

(c) **Unsuccessful applicants shall be notified prior to the announcement of the successful applicant.** Upon **written request to the Chair of the Panel**, shall receive the reasons why they were unsuccessful within 10 working days of being informed of the outcome of the competition.

(d) Where an employee disagrees with the decision of the BCGEU under this Article, the employee may grieve the decision at Step 2 of the grievance procedure in Article 6 (Grievances) within 10 working days of receiving the reasons why they were unsuccessful. Grievances will be processed under Article 7.7 (Expedited Arbitration).

#### 11.5 Short Listing

**Internal applicants who have not been short listed for an interview in a job competition shall be notified in writing prior to interviews being conducted.**

#### 11.6 Transfers

The BCGEU shall not transfer an employee from the position they currently hold except for the reasons as follows:

- (a) An employee may be transferred from their posted position, within their geographic area for up to one year for career development and experience. The term may be extended by mutual agreement. The employee will be returned to their previous position following such transfer. The BCGEU shall meet with the affected employee at least 21 days prior to the effective date of the transfer to discuss the rationale for the transfer.
- (b) For disciplinary reasons such transfer shall be subject to the grievance procedure and Clause 8.6 of this Agreement. Employees who choose to resign rather than transfer outside their geographic area shall be entitled to severance pay pursuant to Article 10.4(b).
- (c) Upon mutual agreement of the Parties to this Agreement an employee may be transferred on compassionate grounds.
- (d) As mutually agreed by the Parties.

### **11.7 Short Term Temporary Vacancies**

Vacancies of less than three months' duration may be filled without posting in accordance with this clause. Prior to such a position being filled by a person outside the bargaining unit it shall first be offered to qualified regular employees. Where the vacancy extends beyond three months as stipulated, or is known in advance to exceed this duration, it shall be posted.

### **11.8 Trial Period**

Successful applicants for posted positions will serve a three-month trial period, which may be waived by mutual agreement. If, during the three-month trial period, the successful applicant proves to be unsuitable for the posted position they will be returned to their former position. The trial period shall not exceed three months. The trial period for coordinator positions will be six months. Time spent substituting as a Coordinator, immediately prior to the trial period will count toward the trial period. The vacant position of the successful applicant may be filled in accordance with 11.2 above. In the case of posted positions in the same geographic area, the successful applicant has the option of returning to their former position at the conclusion of the trial period.

### **11.9 Expenses**

Employees who transfer shall be paid expenses and allowances in accordance with Appendix D of this Agreement, provided their new residence is within a 50 km radius of the new work location.

### **11.10 Union Observer**

UWU shall notify the appropriate Director that a request for a Union Observer has been made as soon as possible after a posting closes. The Chair of the Unit Committee or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the UWU bargaining unit. The observer shall be a disinterested party. Leave with pay shall be granted for the attendance of an observer where no travel is required, if reasonable notice is provided. The BCGEU is not responsible for expenses incurred by the observer. The BCGEU will make a reasonable effort to coordinate interview scheduling with the Union Observer's calendar.

### **11.11 Reorganization**

In the event of a reorganization or restructuring which involves a reduction in the number of positions or a transfer of employees, the BCGEU will consult with the UWU Unit Committee.

**ARTICLE 12 - HOURS OF WORK AND WORKLOAD****12.1 Hours of Work, Workload and Coverage**

- (a) (1) Employees under this Agreement shall be expected to work the equivalent of 75 hours per biweekly period. The BCGEU's normal hours of operation are from 8:30 a.m. to 5:00 p.m., Monday to Friday. Daily hours of each employee shall depend on individual workloads, which may vary because of the nature of the BCGEU's operation, namely that of a trade union servicing its membership.
- (2) The parties recognize the unique nature of organizing. Accordingly, the normal days of rest may be any two consecutive days of the week, scheduled as required.
- (b) The BCGEU recognizes the role of the staff in servicing the membership of the BCGEU. Every reasonable effort will be made, within financial limits, to provide relief and/or assistance where required in the performance of servicing **and administrative** responsibilities.
- (c) The delivery of quality services to the membership of the BCGEU is a mutual commitment and objective of both Parties to this Agreement. The maintenance of sufficient staffing levels and the identification of ongoing training needs within the limits of the financial resources of the BCGEU are acknowledged as important for the delivery of quality services.
- (d) The Parties recognize the need to maintain positive communications and consultation in the interest of meeting current and diversifying service demands as well as maintaining a healthy and productive workforce. **To meet this goal, the BCGEU will host quarterly all-staff virtual town halls.**
- (e) The Parties agree that it is in the best interest of the membership of the BCGEU and its staff to develop more effective ways to deliver current services and meet the challenge of diversifying services. As such, the BCGEU agrees to the following principles:
- (1) supporting the ability of employees to make decisions about their work;
  - (2) enabling an employee to exchange assignments with their colleagues and with the agreement of their supervisor;
  - (3) streamlining the decision-making process as it affects the day-to-day work of the staff of the BCGEU;
  - (4) identifying redundant work practices;
  - (5) reducing the requirements of rules and reports and other unnecessary procedural requirements which contribute to unnecessary administrative work;
  - (6) jointly monitoring, on an annual basis, the volume and elements of workload (based on experience, training, and skill level) as well as the anticipated workload.
  - (7) working across departments to achieve common goals.**

**12.2 Lieu Days**

- (a) Effective date of ratification (June 11, 2014) employees shall accrue 15 days of paid time off each calendar year in lieu of daily overtime, except as provided in (d) below. Lieu days will be prorated for partial years of employment.
- (b) Employees shall make reasonable efforts to schedule lieu days as time off. If staff cannot take paid time off in the calendar year in which it is accrued due to work assignments, it shall be paid out at

equivalent straight time rates to a maximum of four days. Such payout may be in cash or may be transferred into an RRSP at the employee's option. Alternatively any unused lieu days may be archived to be taken at a later date. Temporary employees will receive such payout in cash.

(c) Lieu days shall not accrue for periods of unpaid leave of absence or for paid leaves of absence in excess of 20 workdays at any one time.

(d) Within one month of date of ratification (June 11, 2014) regular employees earning twenty lieu days per year may exercise the option to make a permanent selection to forego five lieu days in each calendar year and increase their biweekly wage rate in Appendix B by 2%.

\*Note: This amendment will increase temporary rates by 2%.

### **12.3 Scheduling Lieu Days**

(a) Lieu days shall be scheduled by mutual agreement. Such agreement shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Lieu days not prescheduled will be scheduled by the Coordinator or Director in consultation with the employee.

(c) Lieu days, once scheduled, shall not be changed except through mutual agreement or in the case of an emergency. Such agreement shall not be unreasonably withheld.

(d) An employee, whose requested lieu days' schedule is denied by the BCGEU President or their designate, may grieve the denial if such denial is alleged to be arbitrary or done in bad faith.

(e) An employee who is hospitalized or develops an illness while on scheduled lieu days, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the lieu day(s) reinstated. The employee shall notify the Human Resources Department as soon as possible and shall provide a medical certificate upon return to work.

### **12.4 Overtime**

All overtime requires pre-approval and will be paid as follows:

(a) Three hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the employee's principal residence, commencing on the third complete night of the assignment.

(b) All work on weekends and statutory holidays (or days of rest for organizers) shall be compensated at the rate of time and one-half with a two-hour minimum. Overtime shall be compensated in 15-minute increments for time worked over two hours. Travel time, if required, shall be considered as time worked.

(c) (1) Overtime may be banked at the Employee's request.

(2) Banked overtime may be scheduled by mutual agreement and must be taken or paid out by December 31st of each year. Such payout shall be in cash or may be transferred into an RRSP.

(3) Banked overtime may be transferred to an RRSP on a quarterly basis (March, June, September, December) upon two weeks written notice.

(d) Staff are expected to attend and play a role at the BCGEU Constitutional Convention. No overtime shall be claimed for this period or in the following circumstances:

- (1) Voluntary participation at:
  - (i) BC Fed, CLC, NUPGE or other union conventions or conferences;
  - (ii) CLC Residential Schools or Weekend Schools;
  - (iii) policy or educational conferences;
- (2) Attendance at conferences or educational activities at the request of the staff member;
- (3) Attendance at BCGEU Regional or Headquarters servicing staff meetings.

**(e) Notwithstanding the foregoing, the BCGEU recognizes that there are emergencies which can arise where it may not be possible for the employee to obtain prior authorization to complete the emergency work. In such situations, the employee may perform the emergency work and submit for overtime after the work has been completed. Approval will be granted in such circumstances unless the BCGEU determines that the work was not of an emergency nature.**

#### **12.5 Skill Development Program**

- (a) The Labour/Management Committee will oversee the skills development program and training priorities and make recommendations to the Principals in this regard.
- (b) **Employees' requests to attend training and skills development opportunities relevant to their position will not be unreasonably withheld. The BCGEU will cover all reasonable costs related to such opportunities.**

#### **12.6 Annual Workload Reviews**

**On an annual basis, each employee will review, with their supervisor, both the volume and the elements of their workload. This meeting can be at the call of either person.**

#### **12.7 Workload**

- (a) **Where an employee, or group of employees who all perform the same work, is concerned that they cannot complete assignments or respond to matters in a timely manner, it is their responsibility to immediately seek direction from their supervisor. This may be done with the support of a steward.**
- (b) **The supervisor will meet with the employee or group of employees within 14 days of the concern being raised to discuss and try to resolve the concern.**
- (c) **The supervisor will provide a reply, in writing, within 14 days from the date of the meeting referred to in (b) above. Where the supervisor determines that the work demands and priorities cannot be accomplished within appropriate time frames without unreasonable demands on staff, the supervisor shall take the appropriate action or consult with their immediate supervisor to determine the course of action.**
- (d) **Should the matter remain unresolved, it may be referred to the Labour Management Committee for resolution. Concerns referred to the Committee shall be dealt with in confidence, within 20 days of referral.**
- (e) **The Labour Management Committee shall address any matters arising from workload and training. Unresolved issues may be referred to expedited arbitration pursuant to Clause 7.7**
- (f) **No disciplinary action shall be taken by the BCGEU against an employee for raising a workload concern.**

## ARTICLE 13 - CONTRACTING OUT

### 13.1 No Layoff

The B.C. Government and Service Employees' Union and the Union have agreed that there will be no contracting out which results in layoffs of employees or failure to recall employees. Employees shall be recalled to work pursuant to Clause 10.2 of the Collective Agreement between the Parties.

### 13.2 Bargaining Unit Integrity

The Parties recognize an obligation to maintain and respect the integrity of the UWU bargaining unit by avoiding unnecessary contracting out of work **or the elimination of bargaining unit positions due to the reassignment of work** normally and customarily performed by members of the bargaining unit **to other employees of the BCGEU**. The Parties also recognize that there may be instances in which contracting out to non-bargaining unit members, **or the involvement of excluded or MoveUP staff in work normally and customarily performed by the bargaining unit**, is necessary. The BCGEU will consult with the UWU Unit Committee prior to contracting out.

### 13.3 BCGEU Bargaining Unit Members

(a) The Parties agree that members of the BCGEU bargaining units will not be assigned to do staff bargaining unit work as specified in this Agreement. BCGEU bargaining unit members may be assigned to perform promotional appeals, hours of work hearings, introductory occupational health and safety committee training, basic stewards' training, assertiveness training and other similar programs. Such an assignment to a member will not normally exceed five days. Instructional assignments to courses put on by the BCGEU for advanced stewards' training, bargaining workshops, etc., will be carried out by a Representative 1 or above, as will advanced safety committee training which may also involve member co-instructors with expertise in the field.

(b) The Unit Committee may make recommendations for the inclusion of other activities in (a) or propose amendments to Clause 13.5. All recommendations shall be subject to mutual agreement of the bargaining principals.

### 13.4 Temporary Employee Assignments

BCGEU bargaining unit members on leave of absence or people hired externally that are employed for backlog, special projects, or relief work in the Area Offices or at Headquarters, will progress through the classification series, pursuant to the provisions of Appendix A.

### 13.5 Scope of Assignments

BCGEU bargaining unit members will not be booked off on leave of absence nor people hired externally as Temporary Staff Representatives to undertake projects involving advocacy work such as fast track hearings, WCB appeals, negotiations, arbitration research, preparation and presentation. When such a need is identified, there will be prior discussion between the BCGEU and the Union and people assigned to these projects shall be classified as Temporary Staff Representatives and receive salary compensation only at the Representative 1 level in accordance with the Collective Agreement.

### 13.6 Special Projects

The Parties recognize that situations will arise wherein there will be requirements for special projects. When the BCGEU undertakes a special project, BCGEU staff bargaining unit members will be given the opportunity to be assigned to the special project and should they meet the qualifications for the work to be performed, they shall be assigned.

### 13.7 Term Certain Employees

Should the BCGEU and the Union agree there is no bargaining unit member qualified for the work to be performed on the special project, the BCGEU may hire a term-certain employee for the special project with the mutual agreement of the Union. It is agreed by the Parties that term-certain employees shall receive monetary compensation as determined by agreement between the Parties.

### 13.8 Advocacy Work

The Parties also agree to cooperate in initiating measures to reduce the amount of advocacy work currently contracted to outside legal counsel. This could include negotiating flat fees and other arrangements with legal counsel as well as internal training programs.

### 13.9 Legal Research

Where legal research is contracted to outside counsel, the terms of such contracting will be discussed prior to it taking place with the Union and it is agreed that the maximum length of such contracts will be three months unless otherwise mutually agreed to between the Parties. It is the intention of the BCGEU to minimize the contracting out of legal research. The past practise of contracting out work to outside advocates will continue to prevail at some levels, insofar as the contracting out does not reduce the current staffing levels or violate the provisions of Article 13.

## ARTICLE 14 - PAID HOLIDAYS

### 14.1 Entitlement

(a) The BCGEU shall provide the following holidays with pay:

- |                            |                                                      |
|----------------------------|------------------------------------------------------|
| 1. New Year's Day          | 8. British Columbia Day                              |
| 2. Family Day              | 9. Labour Day                                        |
| 3. Good Friday             | 10. Thanksgiving Day                                 |
| 4. Easter Monday           | 11. Remembrance Day                                  |
| 5. <b>Floating Holiday</b> | 12. Christmas Day                                    |
| 6. Victoria Day            | 13. Boxing Day                                       |
| 7. Canada Day              | <b>14. National Day for Truth and Reconciliation</b> |

(b) Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

(c) Should the BCGEU close its offices between Christmas Day and New Year's Day, this period will be recognized as time off without loss of pay.

**(d) Subject to approval based on operational requirements, employees may substitute a more culturally significant day off for Good Friday, Easter Monday, Victoria Day, Canada Day, or Christmas Day. Approval shall not be unreasonably withheld.**

**(e) The floating holiday shall be scheduled as per the process found in Article 12.3.**

### 14.2 Holidays Falling on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the

following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

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

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

## **ARTICLE 15 - VACATIONS**

### **15.1 Entitlement**

(a) Full-time employees covered by this Agreement shall earn five weeks' vacation during each year of service seniority except as otherwise specified in this Article. There shall be no cash payout for vacation entitlement.

(b) Full time employees with more than six full years of service seniority with the BCGEU shall earn additional vacation entitlement as follows:

- after six years ..... one additional day;
- after seven years ..... two additional days;
- after eight years ..... three additional days;
- after nine years..... four additional days;
- after 10 years..... five additional days;

to a maximum of six weeks.

(c) Full-time employees with more than 14 full years of service with the BCGEU shall earn additional vacation entitlement as follows:

- after 14 years..... one additional day;
- after 15 years..... two additional days;
- after 16 years..... three additional days;
- after 17 years..... four additional days;
- after 18 years..... five additional days;

to a maximum of seven weeks.

(d) Full-time employees shall be entitled to full vacation in the year in which they retire.

(e) Effective January 1, 2000, vacation entitlement shall not accrue for periods of unpaid leave of absence in excess of 20 workdays at any one time or for periods of sick leave in excess of 40 workdays at any one time.

### **15.2 Less than One Year of Service**

An employee who terminates with less than one year of service shall earn vacation pay at six percent of gross earnings.

### **15.3 Partial Year of Service**

Employees covered by this Agreement with a partial year of service shall earn vacation on a pro rata basis.

**15.4 Probationary Period**

An employee earns but is not entitled to take vacation during the first six months of continuous employment unless mutually agreed between the employee and the BCGEU.

**15.5 Vacation Schedule**

- (a) Vacations shall be scheduled by April 1<sup>st</sup> of each year.
- (b) Vacation schedules, once approved by the BCGEU, shall not be changed except by mutual agreement between the employee and the BCGEU, or in the case of an emergency.
- (c) Any costs incurred by the employee as a result of a change caused by the BCGEU due to an emergency will be paid by the BCGEU.
- (d) Any vacation unscheduled by September 1<sup>st</sup> may be scheduled by the BCGEU subject to 15.8(a). The BCGEU will consult with the affected employee.

**15.6 First Vacation Year**

Vacations shall be scheduled and taken on a calendar year basis. The first vacation year shall be the calendar year in which an employee's first anniversary falls.

**15.7 First Partial Year**

During the first partial year of service, an employee who has completed the probationary period shall be entitled, subject to the vacation schedule, to take any earned vacation prior to December 31st.

**15.8 Carryover**

- (a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 15 days at any time.
- (b) If the BCGEU requires a change to an employee's scheduled vacation as the result of an emergency, the BCGEU will give priority to the rescheduling of the displaced portion of the affected vacation.
- (c) In the event that the employee can demonstrate that the plans affected formed a unit that cannot be rescheduled in the vacation year, the President may grant authorization, in these special circumstances, to carry over full entitlement.
- (d) In other circumstances, where the affected vacation is unable to be scheduled in a mutually acceptable alternative, the employee may carry over up to two weeks to the following vacation year.
- (e) Where an employee changes previously scheduled and approved vacation without mutual agreement with the BCGEU there shall be no carryover of vacation.

**15.9 Vacation Allowance/RRSP**

- (a) Once each calendar year, all employees shall be entitled to receive a vacation allowance of four percent of their annual salary based on their May 1st rate. Effective January 1, 2000, vacation allowance will be prorated for partial years of employment or where the employee has had an unpaid leave of absence in excess of 20 workdays at any one time.
- (b) An employee shall provide written notification to the Treasurer or their designate at least 14 days prior to the date upon which the employee wishes to receive the vacation allowance. The allowance will be issued as part of an employee's regular paycheque.

- (c) Employees shall have the option of having the allowance deposited directly into an RRSP account.
- (d) Any excess allowance paid to a terminating employee shall be recoverable.
- (e) By January 1, 2007, an employee must permanently opt to take the annual allowance, outlined in (a) above, either as gross salary or in an annual lump sum. All new regular hires shall take the four percent vacation allowance as gross salary. When the employee commences supplemental leave their salary shall be reduced by the amount of the annual allowance.
- (f) Employees who did not opt to take the four percent vacation allowance as gross salary in (e) above shall forgo the annual lump sum payment and have their biweekly wage rate increased by four percent effective January 1, 2015. When the employee commences supplemental leave their salary shall be reduced by the amount of the annual allowance.

#### 15.10 Preference In Vacation Scheduling

- (a)
  - (1) Every effort will be made to allow employees to take vacation at a time of their choice. Where it is not possible to accommodate all staff in their choice of vacation time, senior employees exercising unit seniority will be given preference in the selection of vacation periods where they take it in one unbroken period.
  - (2) Employees wishing to split their vacations shall exercise unit seniority rights in the choice of the first vacation period. Such unit seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such unit seniority shall prevail in the choice of subsequent vacation periods in like manner.
  - (3) The vacation schedule will be circulated by the BCGEU by January 31st of each year and completed by the employees by March 31<sup>st</sup>. The approved vacation schedule will be circulated by April 30<sup>th</sup>.
  - (4) If an employee wishes to take vacation prior to April 30<sup>th</sup>, the employee shall make a written request at least 10 days prior to vacation time desired.

Written confirmation from the BCGEU will be given within five working days after receipt of the employee's written request.

- (b) An employee who does not exercise their unit seniority rights by March 31<sup>st</sup> of each year shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less unit seniority.
- (c) Subject to scheduling requirements, employees shall be granted their vacation in consecutive weeks when requested.

#### 15.11 Displaced Vacation

An employee who is hospitalized or develops an illness while on vacation, and is under a doctor's care, shall be entitled to have the period treated as sick leave and the vacation days reinstated.

The employee shall notify the Human Resources Administrator as soon as possible and shall provide a medical certificate upon return to work.

## ARTICLE 16 - LEAVE

### 16.1 Bereavement Leave

- (a) An employee shall be granted five days' leave with pay in the case of death in the immediate family. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed seven workdays.
- (b) Immediate family is defined as an employee's parent, spouse **or partner**, grandparent, child, **sibling, parent-in-law**, grandchild, step parent, step child, **chosen family** and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's **child-in-law, or sibling-in-law**, the employee shall be entitled to special leave for **three days. At the request of the employee, up to three days special leave will be considered to cover other individuals not listed above on a case-by-case basis.**
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days vacation leave credits.
- (e) In case of serious illness or other circumstances, consideration shall be given to special leave of absence.

### 16.2 Jury or Court Witness Duty

The BCGEU shall grant leave of absence with pay to an employee who is called as a juror or witness in any court. The employee shall remit to the BCGEU all monies paid to them by the court, except travelling and meal allowances not reimbursed by the BCGEU.

### 16.3 Leave of Absence for Political Office

- (a) Prior to seeking nomination for any elective political office, a staff member will meet with the President of the BCGEU for a comprehensive discussion of the implications of seeking the nomination. The President will advise the staff member of the likely effect, including possible reassignment, that the member's plans would have on their present assignment.
- (b) A staff member who is nominated as a candidate for Member of the Legislative Assembly or Member of Parliament will be granted leave of absence without pay from the date of nomination until the day following the election or a shorter period requested by the staff member.
- (c) If a staff member is elected to political office, leave without pay shall be granted for a full legislative term, up to a maximum of five years. They shall return to the first available position for which they are qualified.
- (d) If the staff member is unsuccessful and is not elected, they will return to active employment subject to relocation or reassignment of duties at the discretion of the BCGEU.
- (e) The staff member will suffer no financial loss if not placed in their original position and will be subject to red-circling upon return.

### 16.4 Leave Without Pay

The BCGEU may grant leave of absence without pay to any employee requesting such leave. Such requests shall be submitted in writing to the President/or designate, stating the reasons therefore, and require the approval of the BCGEU. It is understood that, in considering such requests, the President will take into account the best interests and needs of the BCGEU and its membership together with those of the employee concerned. Such leave shall not be unreasonably withheld.

Leaves in excess of 30 days will not accrue unit or service seniority.

Upon return from approved leave within one year, an employee shall be returned to their former position. Employees returning from work after one year shall be placed into the first available position within their geographic area for which they are qualified. If no position is available within their geographic area, the employee shall be placed in any position they are qualified for by mutual agreement.

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

Employees in areas where adequate medical and dental facilities are not available shall be allowed the necessary time including travel and treatment time, to a maximum of three days annually, to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The BCGEU may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **16.6 Definition of Child**

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Director, Child, Family and Community Services, or a child of a spouse.

#### **16.7 Family Leave**

**(a)** In the case of illness or hospitalization of the employee's spouse **or partner**, dependent child or dependent parent permanently residing in the employee's household or with whom the employee permanently resides, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse or parent, the employee shall be entitled to use up to a maximum of two days paid leave at any one time for this purpose.

**(b)** **In the case of illness or hospitalization of an employee's dependent parent who does not permanently reside in the employee's household but for whom the employee is the primary caregiver and when no alternative caregiver is immediately available, an employee shall be entitled to use up to a maximum of two days paid leave at any one time for this purpose, to a maximum of six days per year.**

#### **16.8 Child Rearing/Elder Parent Care Leave**

Subject to operational requirements, a regular employee with a minimum of two years seniority, shall be granted leave without pay for the personal care of the employee's children or an ageing parent(s) in accordance with the following conditions:

(a) an employee shall notify the BCGEU in writing as far in advance as possible, but not less than four weeks in advance, of the commencement date and duration of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(b) leave granted under this clause shall be for a minimum period of one year, unless otherwise agreed;

(c) the total leave granted under this clause shall not exceed five years during an employee's total period of employment with the BCGEU;

(d) an employee on leave of absence under this article shall not accrue unit or service seniority for the period of the leave. Unit and service seniority earned prior to the leave shall be reinstated upon completion of a six month period of re-employment;

- (e) notwithstanding Article 11, an employee shall return to work in their previous position, if available, or in the first available vacancy in their geographic location for which they are qualified at their former classification, or a lower classification if agreed;
- (f) all benefits pursuant to this collective agreement will cease for the period of the leave;
- (g) an employee shall give the BCGEU a minimum of one month's notice should they choose to amend the duration of the leave as indicated in (a) above;
- (h) an employee may engage in remunerative employment during the period of the leave with prior approval, which will not be unreasonably withheld.

### **16.9 Compassionate Care Leave**

- (a) An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to 26 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority and employees shall remain eligible for benefits provided under Article 18 for eight weeks.
- (b) It is understood that where an employee is on compassionate care leave and such leave ends due to the death of a family member for which bereavement leave is provided under clause 16.1, there shall be no pyramiding of EI payments and bereavement leave with pay.

### **16.10 Domestic and Sexual Violence Leave**

If an employee has been the subject of domestic **or sexual** violence, they are entitled to use up to a maximum of **ten** days paid leave at any one time for issues related to domestic violence.

### **16.11 Transition Leave**

**The BCGEU will grant an employee up to 8 weeks of leave with pay for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.**

## **ARTICLE 17 - SKILL DEVELOPMENT, EDUCATION AND EXCHANGES**

### **17.1 Exchange Programs**

The BCGEU will facilitate and encourage exchange programs with other Provincial, National or International Unions or Labour Organizations.

### **17.2 Education Leave**

Courses, Seminars and Educational Studies: Employees who are selected to attend courses that will benefit the Representative and the BCGEU shall receive remuneration and meal allowances as negotiated between the Union and the Administrative Committee.

### **17.3 Annual Skill Development and Training Review**

- (a) In order to ensure that employees have a full opportunity to identify training needs, skills they wish to develop, and career objectives, coordinators will meet on an annual basis with each employee to complete a review of these areas. These reviews will be in writing and will allow for input and feedback from the employee.

- (b) The annual skill development and training review will also identify for employees areas that they are proficient in and, if applicable, areas which the BCGEU believes their skills need improvement, and the BCGEU shall endeavour to provide training and mentoring to improve those skills.
- (c) Coordinators shall conduct an informal review with each employee six months after the annual skill development and training review to ensure that the employee is receiving the support they require to meet the goals of the employee and the BCGEU.
- (d) This review may be combined with the annual workload review.
- (e) The reviews in 17.3 (a) and (b) will be finalized and issued by a Director and will then be provided to the employee.
- (f) The employee will be given up to five working days after receiving the review form from the Director to read, review, and sign the review. Provision will be made on the review form for an employee to sign it. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of a review unless the signature indicates disagreement with the review. An employee will receive a copy of the review at the time of signing. An employee review will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.
- (g) Where an employee feels that they disagree with the review under this Article, the employee may grieve the review at Step 2 of the grievance procedure in Article 6 (Grievances) within 10 working days of receiving the review. Grievances will be processed under Article 7.7 (Expedited Arbitration).
- (h) Directors shall conduct the annual skill development and review for Coordinators, and Coordinators shall have all the rights conferred on all employees under this Article.

## ARTICLE 18 - HEALTH AND WELFARE PLANS

### 18.1 Health and Welfare Plans

- (a) The BCGEU agrees to pay the full premium costs for employees desiring any or all of the following plans:
- (1) *B.C. Medical Services Plan*
  - (2) *Dental Plan - (100%, 80%, 80%) \$7,000 limit Part C  
Part D – Dental Implants, 50% to a maximum of \$4,000 lifetime.*
  - (3) *Extended Health Care Plan:*
    - *Acupuncture - \$200 per individual to a maximum of \$500 per family per year.*
    - *\$900 – total can be used on a combination of any of the three services OR on any one of the following practitioners: chiropractor, podiatrist, naturopath.*
    - *Psychologist/Counsellor - \$2,400 per year. Registered clinical counsellors, Canadian Certified Counsellors, **Registered Social Workers**, and Registered Therapeutic Counsellors are recognized in combination with registered psychologists.*
    - *Terminal Illness and Advance Payment - An advance payment of up to \$50,000 or 50% of the Group Life insurance, whichever is less, is available to eligible employees.*

- *Hearing Aids* - \$1,500 per ear, every four years for adults; \$1,000 per ear, every two years for children, no deductible, 100% payment.
  - *The Vision Care Option* - shall be \$1,500 per 24 months with no change in the deductible portion. (Effective January 2019)
  - Employees will have the option of applying up to \$1,500 of the vision care benefit to the cost of laser eye surgery instead of eye glasses or contact lenses within a 24 month period. This option may be used once.
  - *Registered Massage Therapy* treatments to a maximum of \$2,000 per calendar year.
  - *Prescription Drugs* – 100% coverage. An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
  - Maximum 3,000,000 for active employees. Staff on supplemental leave shall be considered active employees for the purpose of this clause.
  - *Orthopedic Shoes or Foot Orthotics*: one pair every 2 years for adults, and one pair every year for children.
  - Coverage for tetanus, rubella, polio, measles, hepatitis A, B and C influenza, **shingles**, **HPV**, and Covid related inoculations.
  - Coverage for contraceptives for reimbursement of prescriptions.
  - Coverage for PSA testing as required by physicians.
  - *See pamphlet for details of other coverage.*
- (4) *Group Life (B.C. Government) Plan* - two times annual salary.
- (5) *Group Life and Dependent Life (BCGEU) Plan* - one times annual salary, to include funeral costs for partners and dependent children and optional coverage. Spouses will be entitled to purchase Group Life under this section at no cost to the BCGEU.
- (6) *Group AD&D Insurance (Union Business Travel) Policy*
- Loss of Life \$100,000
  - Supplementary Medical Expense \$2,500
  - Temporary Total Disability \$150/per week
- (7) *Medical Referral Travel & Accommodation Benefit* - (Appendix E)
- (b) Where applicable, premium costs shall include coverage for the employee's spouse and/or dependents.

## 18.2 General Transition

The parties agree to the following general transition policy to cover transgender employees at work.

- (a) The parties will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the BCGEU will update all employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage, schedules, and human resources documents. No records of the employee's

previous name, sex, gender or transition will be maintained unless required by law or as necessary to assist the employee's transition.

(c) The Employer will provide safe washroom facilities to all trans workers. The parties recognize that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries or completed legal name or gender changes.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided on the same terms as any other medical cost or leave.

(e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the BCGEU will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.

(f) The BCGEU will put in place a group benefit plan with coverage for the costs of gender-affirming care, not covered by provincial health plans. This group benefit plan will cover the following:

- Breast augmentation / augmentation mammoplasty
- Thyroid chondroplasty
- Laryngoplasty
- Permanent hair removal (laser or electrolysis) for pre-surgical areas
- Hysterectomy
- Vaginectomy
- Salpingo-oophorectomy
- Chest contouring / chest masculinization, other than liposuction / lipofilling
- Implantation of penile and/or testicular prostheses
- Permanent hair removal (laser or electrolysis) for excessive facial or body hair
- Brow bone reduction/construction
- Jawbone reduction / reshaping / contouring
- Rhinoplasty, blepharoplasty and rhytidectomy
- Liposuction of the waist
- Gluteal augmentation (lipofilling or implants)
- Hairline reconstruction to correct a receding hairline
- Chin and cheek augmentation
- Chest contouring/chest masculinization including liposuction/lipofilling done to provide additional contouring
- Pectoral implant

This plan will have a yearly maximum of \$15,000 and a lifetime maximum of \$40,000.

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

### **19.1 Short Term Illness**

(a) An employee shall notify the BCGEU as soon as possible of their inability to report to work because of illness or injury. The employee may be required to provide the BCGEU with the most current prognosis from their medical practitioner. The employee shall advise the BCGEU of the expected date of return to work, in advance of that date, in order that work schedules and relief staff can be accommodated.

(b) Employees will be entitled to short term illness leave at 100% of salary for a period not exceeding 12 months in accordance with the terms of this Article.

- (c) On the first day of injury or hospitalization or on the sixth day of illness, an employee shall ensure that the appropriate application form is processed through the Human Resources Department and that the employee's medical practitioner completes the necessary wage indemnity coverage form.
- (d) The BCGEU shall reimburse the employee upon the production of a receipt for the cost of the certificate required for the wage indemnity plan. Failure to obtain completion of the appropriate documents by the employee's medical practitioner within a reasonable time will result in suspension of the short term illness payment until the appropriate conditions are fully complied with.
- (e) The BCGEU may request additional reports from a qualified medical practitioner if the absence is over six working days. Such reports shall be paid for by the BCGEU upon the production of a receipt.
- (f) In the event that any member of the Union should become terminally ill, the President of the BCGEU, or designate, will meet with the Chair of the UWU Unit Committee, or designate, to arrange for a Letter of Agreement to cover any special conditions within the Collective Agreement which may have to be amended or altered to meet the needs of the employee.
- (g) The Parties agree that the employees are aware of their right to 5/12 of the savings resulting from the BCGEU's Employment Insurance Premium Reduction as a result of the Wage Indemnity Plan, and that since the inception of the Wage Indemnity Plan the method of sharing has been to apply the savings to offset the costs of the Wage Indemnity Plan.

## **19.2 Long Term Illness**

- (a) Full-time employees shall be entitled to coverage under a Long Term Disability Plan provided and paid for by the BCGEU. The Long Term Disability Plan shall provide 70% of basic salary to a maximum of \$7,500 per month.
- (b) LTD benefits are payable for the first 24 months following the waiting period if illness or injury prevents an employee from doing any job in their own occupation.
- (c) After 24 months, LTD benefits will continue only if an employee's disability prevents them from being gainfully employed in any occupation. Gainful employment is work an employee is medically able to perform, with the minimum qualifications, and which provides an income of at least 50% of the indexed monthly earnings of the position that the employee held prior to becoming disabled.

## **19.3 Rehabilitative Employment**

If an employee becomes totally disabled and during this period engages in rehabilitative employment, the employee may earn in combination with benefits from this plan, up to 100% of their current earnings.

## **19.4 Subrogation**

Where an employee makes a successful wage loss claim against a third party for which the employee received or would receive benefits under this Article, the BCGEU/Plan Administrator will be entitled to recover or decrease benefits under this Article by an amount equal to the amount that these benefits in combination with the wage loss claim paid exceed 100% of pay. The BCGEU may deduct this amount from earnings if the wage loss claim paid is not remitted to the BCGEU.

## **ARTICLE 20 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

- (a) The purpose of the Employee and Family Assistance Program is to recognize that a wide range of problems can adversely affect an employee's performance and that the BCGEU has a responsibility to

offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

(b) The BCGEU will endeavour to assist an employee who recognizes the presence of the personal problem, either physical, social or mental, which is adversely affecting their job performance. The cost of the agreed upon referral agent will be borne solely by the BCGEU.

(c) The agent chosen as the referral agent shall be mutually agreed to between the Parties. The BCGEU will send annual reports to the Unit Committee Chair.

(d) For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.

(e) (1) An employee will be considered absent due to illness and will receive the benefits for which they are eligible pursuant to the Collective Agreement when

(i) they require time off from work for medical counselling or treatment appointments recommended by the referral agent, or

(ii) they are unable to work but is following a prescribed program of treatment, or

(iii) they are accepted into the program through a voluntary, union, fellow employee or family referral.

(2) An employee will continue to be eligible for benefits under (a) above so long as they are cooperating fully in following the prescribed course of treatment.

(3) The BCGEU will be responsible for costs and their expenses not normally covered by the medical and benefit plans which are associated with their treatment program such as actual costs of residential treatment for chemical dependency.

(f) When an employee's job performance demonstrates the existence of a problem, the employee's supervisor in consultation with the appropriate Director, shall discuss the employee's performance in detail with the employee privately and/or in conjunction with a Union representative.

(g) If the employee's job performance continues to deteriorate, the employee's Coordinator, in consultation with the appropriate Director, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

(h) If job performance continues to deteriorate and the employee cannot or will not improve their job performance, an appointment will be arranged immediately by the Coordinator, in consultation with the Director, with the referral agent. Copies of all records and documents pertaining to an employee's unsatisfactory job performance, and an employee assistance referral form signed by the employee, Coordinator and Director, will be forwarded to the referral agent.

(i) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should their problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

**ARTICLE 21 - PENSIONS****21.1 Supplemental Leave**

(a) Employees in the UWU bargaining unit shall be entitled to supplemental leave equivalent to five weeks' leave for each year of service in the bargaining unit (prorated for partial years or part-time employment). Such leave shall be scheduled to precede and abut the commencement of Public Service Pension Plan (PSP) benefits in the following manner:

(1) Regardless of age, employees may schedule their accrued supplemental leave entitlement to precede and abut pension.

Employees who schedule supplemental leave prior to age 55 must have sufficient leave to meet age 55.

(2) Current accrued entitlements using various previous formulae will be honoured, subject to scheduling restrictions in this article, except that employees whose entitlement was reduced at age 60 shall have their entitlement restored to five weeks' leave for each year of service in the bargaining unit. Accrual of additional leave pursuant to Memorandum of Agreement 9 is revised as indicated in the memorandum.

(3) Final year vacation entitlement, pursuant to Clause 15.1(d) must be scheduled prior to commencement of supplemental leave.

(4) Employees on supplemental leave will not engage in remunerative employment which conflicts with their duty of loyalty to the BCGEU.

(5) Where employees fail to commence PSP benefits as scheduled to abut supplemental leave, the cost of such leave and benefits shall be recovered by the BCGEU by means of an agreement signed by the BCGEU, UWU and the employee prior to the commencement of supplemental leave.

(6) There is no further accrual of supplemental leave when the combination of pensionable service and earned supplemental leave exceeds 35 years. Where employees have additional pensionable service which is available for purchase pursuant to Public Service, Municipal, College or Teachers Pension Plan Rules, they must declare whether they intend to purchase such service prior to commencement of supplemental leave. Where an employee indicates they will not purchase additional service and changes their mind subsequent to commencement of supplemental leave resulting in supplemental leave which exceeds these limitations, the excess leave shall be recoverable by means of the agreement noted in 5 above.

(7) Employees ineligible for further accrual of supplemental leave will make no further contribution, nor will the BCGEU. Employees who resign will receive severance in accordance with MOA 5.

(8) There is no further accrual of leave while on supplemental leave accrued under Memorandum of Agreement 9 or Memorandum of Agreement 10. The priority for scheduling supplemental leave is first Article 21 leave, second MOA 9 leave, third MOA 6 leave.

(9) *Options*

(i) *Prorating* - Notwithstanding (1) above employees may opt to prorate and schedule their accrued supplemental leave entitlement to precede and abut pension benefits over a period not to exceed twice their accrued leave entitlement. Benefit

coverage may be similarly prorated requiring the employee to 'top-up' the contribution amount in order to maintain full benefit coverage or taken as full benefits for the original period of leave. No more than half of their accrued leave may be scheduled in this manner prior to age 55 unless the leave abuts pension benefits as indicated in (1) above. If an employee commences PSPP benefits prior to expiry of their supplemental leave entitlement, they will be paid out using a jointly determined commuted value formula.

(ii) *Commuted Value Payout* - subject to joint determination of a formula, a commuted value payout is available to employees provided they commence PSPP benefits and the payout does not exceed their supplemental leave entitlement. Employees who choose this option are eligible to share 50% of the resulting savings using the mutually agreed formula confirmed on November 29, 2011.

(iii) *Vacation In Lieu* - Commencing with the 2003 vacation year, employees may opt to take an additional three weeks of vacation within the vacation year in exchange for their normal accrual of five weeks supplemental leave for that year. Employees must declare if they wish to use this option by March 1<sup>st</sup> of the vacation year. This option is available commencing the first full calendar year of employment.

(iv) *Pay In Lieu* - Employees may make a permanent option to forego accrual of supplemental leave and increase their biweekly wage rate in Appendix B accordingly. The value of this option is 10% of the base rate. This option must be exercised within one month of ratification (May 14, 2021).

(10) Effective January 1, 2012 new hires will forego accrual of supplemental leave and increase their biweekly wage rate in Appendix B accordingly.

(b) Supplemental leave as provided by (a) above is only available to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit these entitlements, except for the severance pay noted in MOA 5.

(c) Supplemental leave as provided by (a) and (b) above is only available to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit these entitlements. Employees planning to commence supplemental leave must provide a minimum of two months' notice prior to starting any abutting leave.

## 21.2 Pension (Public Service) Plan

(a) Employees who will have two years of contributory service by age 71 will participate in the Pension (Public Service) Plan.

(b) Employees who have reached maximum contributory service in the PSPP will make equivalent contributions to a Retirement Savings Plan and the BCGEU will match with equivalent contributions as those made to the PSPP for active plan members.

**(c) Employees who have reached maximum contributory service in the PSPP and are ineligible to contribute to a Retirement Savings Plan (only for the period after December 31 of the year the employee turns 71) will have the equivalent value of the Employer contribution added to their pay.**

**21.3 Health and Welfare**

- (a) All employees who retire as per Clause 21.1 above, may maintain coverage for medical, extended health, dental and group life until age 65. Thereafter, employees may maintain coverage for medical and extended health and the BCGEU shall pay the premiums.
- (b) If any of the above premiums cease to be paid through the Pension (Public Service, Municipal or College) Plans, the BCGEU will pay the premium or provide a similar benefit. In no case will the BCGEU pay the premium for a plan which is provided through one of the pension plans.

**ARTICLE 22 - VEHICLES****22.1 Vehicle Provisions**

- (a) Upon completion of their probationary period, employees who do not have an existing vehicle suitable for business use, will have one month to secure a union-made vehicle.
- (b) The Employer will consult with the Union prior to excluding any union-made vehicles.
- (c) With mutual agreement of the parties, a staff member may be relieved of the requirement to furnish a vehicle for work. In such cases, staff assume the financial responsibility for any transportation that would have otherwise been accomplished by using the above referenced vehicle. The BCGEU has no obligation to reimburse fuel purchases for an employee in these circumstances. The agreement in question expires when an employee moves positions.
- (d) Employees are entitled to an advance of up to \$5,000 in the following circumstances:
- (i) If they are newly hired employees who must provide a vehicle to meet the requirements of Clause 22.1, or
  - (ii) Require a new vehicle for safety reasons
  - (iii) The advance shall be repaid to the BCGEU at the rate of \$200 per month and shall be deducted from their net pay.
- (e) Vehicles provided for business use must not be oversized (7 foot maximum height; 20 foot maximum length).
- (f) The employees shall be responsible for maintaining their vehicles in a clean and properly operating condition.
- (g) Employees will maintain minimum vehicle insurance coverage of:
- (i) \$2,000,000 Third Party Liability
  - (ii) Full business use.
- (h) Employees who provide a vehicle which meets the criterion of 6.5 or less litres / 10-0 highway kilometers shall receive a \$30 per month vehicle stipend.
- (i) In the event of an accident or theft while on BCGEU business, the BCGEU will pay the deductible portion of the ICBC claim up to a maximum of \$300 for comprehensive and \$300 for collision. If ICBC refuses to provide comprehensive coverage for windshield claims, the BCGEU will pay the cost of windshield replacement to a maximum of \$300. Should an employee choose not to go through ICBC,

the BCGEU will pay the equivalent of the deductible portion referred to above, upon receipt of the repair bill or proof of loss.

(j) For Staff Representatives required to perform work in Areas 02, 05, 06, 07, 08, 09, 10, 11 and 12, the BCGEU agrees to pay:

- (i) Any extraordinary expenses incurred related to road conditions and high servicing mileage.
- (ii) Reimbursement up to \$250 per year for automotive detailing and cleaning.
- (iii) A \$25 per month vehicle stipend. This stipend will cease after 29 weeks of leave.

## 22.2 Fuel Reimbursement

(a) With the exception of fuel purchased outside of the province while on personal business, employees shall be reimbursed for fuel purchases related to the vehicle registered for use with the BCGEU. Employees shall not be entitled to claim fuel reimbursement for leaves known to be in excess of 30 days at the commencement of the leave. In other circumstances, employees shall cease entitlement to fuel reimbursement after 30 days of leave.

(b) Employees shall be reimbursed for the cost of charging electric vehicles registered for employment with the BCGEU on the same terms as fuel reimbursement.

(c) Fuel reimbursement for gasoline shall be for 87 octane only, unless the manufacturer requires a higher octane fuel for the vehicle. In such cases the employee shall provide proof of the higher octane requirement.

## ARTICLE 23 - TEMPORARY STAFF

### 23.1 Seniority

(a) Temporary employees' unit seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee within the Union bargaining unit.

(b) Temporary employees shall lose their seniority if they are laid off for more than nine months, or resign, or are dismissed for cause.

(c) Upon appointment to a regular position, and upon successful completion of the probationary period pursuant to clause 8.7, the employee shall be credited with their temporary unit seniority in (a) above for the purpose of service and unit seniority.

(d) Temporary employees shall have their unit seniority recognized for posted temporary positions.

### 23.2 In-Service Status

Temporary employees shall be considered as in-service applicants for the purpose of Article 11 for a period not to exceed nine months following the date of layoff from their temporary assignment.

### 23.3 Vacations

(a) Temporary employees not on leave of absence from a BCGEU bargaining unit shall receive in lieu of vacation six percent of salary, payable biweekly.

(b) Temporary employees on leave of absence from a BCGEU bargaining unit shall receive biweekly, the difference between six percent of the Temporary representative rate and six percent of the employee's normal bargaining unit rate. Employees receiving the entitlement of subsection (e) below will receive the difference between 10 percent of the Temporary representative rate, and 10 percent of the employee's normal bargaining unit rate.

(c) Temporary employees hired for periods that exceed three months shall have the option to bank their vacation pay, to be scheduled as vacation leave during an assignment where operationally feasible. **With notification at the commencement of the assignment, the employee may request to have their leave of absence extended to allow for the scheduling of vacation leave at the conclusion of the assignment. It is agreed by the Parties that further vacation and lieu entitlement do not accrue during vacation leave scheduled at the conclusion of an assignment.**

(d) Temporary employees on a leave of absence from a regular position in the MoveUp bargaining unit will accrue vacation based on their service seniority and shall have the option to bank their vacation, to be scheduled as vacation leave.

(e) Temporary employees who complete 12 months of temporary employment shall be entitled to five weeks of vacation (10% of salary in lieu).

#### 23.4 Health and Welfare Benefits

(a) Temporary employees on a leave of absence from a BCGEU bargaining unit shall have their benefits maintained by the BCGEU.

(b) Temporary employees with benefit plan coverage significantly (15% or greater difference) inferior to benefits provided under the Public Service Master Agreement, shall receive \$60 per biweekly pay period in lieu of benefits. Temporary employees without benefit plan coverage shall receive \$100 per bi-weekly pay period in lieu of benefits.

(c) (1) Temporary employees without benefit plan coverage shall be eligible for medical, dental, extended health and group life benefits under the Collective Agreement after six months of continuous temporary employment.

(2) Temporary employees who do not qualify for benefits under (1) and who complete 12 months of continuous temporary employment shall be eligible for medical, dental, extended health and group life benefits under the Collective Agreement.

(3) Notwithstanding (1) and (2) above, coverage shall be provided for posted positions of at least three months duration, commencing with the first full calendar month of the appointment and ending with the last partial month.

(4) Continuous temporary employment is employment that is not terminated between temporary assignments. Approved leave without pay up to five days taken within a single temporary assignment or a gap between temporary assignments of 5 days or less will not be considered a break in continuous temporary service.

(5) Once a temporary employee qualified for benefits under this clause, a gap between temporary assignments of 20 work days or less will not be considered a break in continuous temporary service.

(d) Temporary employees who opt for benefit plan coverage under (c) above shall not be eligible to have benefit plan premium payments made on their behalf, to the employer from which the

temporary representative is on leave.

### **23.5 Transportation Allowance/Mileage**

- (a) Temporary employees shall receive mileage for all kilometres travelled on BCGEU business at the rate outlined in the BCGEU Financial Manual.
- (b) Temporary employees compensated at a Member Services Representative 2, Representative 1, Representative 2, Organizer 2 and Organizer 3 rate shall receive a transportation allowance of \$550 dollars per month and shall submit their gas receipts through an expense claim form.

### **23.6 Paid Holidays**

Temporary employees shall be compensated for paid holidays if they have:

- (a) worked the day before and the day after a paid holiday; or
- (b) worked 15 of the previous 30 days.

### **23.7 Evaluation**

Temporary employees will meet with their Coordinator on completion of 26 weeks of work for an evaluation of their work performance, a discussion of their employment objectives and areas of interest. The meeting will identify necessary training, experience or skill upgrading to meet the temporary representative's employment objectives. Additional evaluations will occur after each additional 26 weeks worked.

**The assessment will include a numerical value that will be used as part of the appointment procedure outlined in Article 11.3.**

### **23.8 Exemptions**

Temporary employees shall not be covered by the following articles or clauses unless otherwise specified in this Article: 10, 11, 14, 15, 16.5, 18, 21, 22 and 27.

### **23.9 Coop Student**

One University of Victoria Coop Legal Education student may be engaged at one time for a four month placement. The coop student will be paid in accordance with Appendix B-4. The coop student will be entitled to 6% vacation pay which may be taken in pay or time off (5 days' vacation per four month term). They are not entitled to lieu days. They are entitled to money in lieu of benefits in accordance with Clause 23.4(b) and will be deemed terminated for cause at the expiry of their four month appointment. They do not accrue seniority and shall have no recall rights nor be considered in-service for postings.

### **23.10 Articled Student**

One articled student may be engaged at one time for a 12 month placement. The articled student will be paid in accordance with Appendix B-4 (equivalent to the MSR2 rate). The articled student will also receive the transportation allowance outlined in Clause 23.5. The articled student will be entitled to 10% vacation pay which must be taken in pay plus they are entitled to 10 lieu days per term. The articled student is entitled to money in lieu of benefits in accordance with Clause 23.4(b) for the first six months and will

then be enrolled in the Health and Welfare plans. They accrue seniority and shall have the rights to in-service status for postings in accordance with Clause 23.2 at the conclusion of the 12 month placement.

### **23.11 Scheduling of Lieu Days**

Every effort will be made to take the lieu days within the temporary assignment.

For work experience assignments equal to two weeks, the lieu day will be paid out.

### **23.12 Temporary Assignments**

Employees will be advised of the expected start and end date of temporary assignments.

### **23.13 Recall to Short-Term Assignments**

Temporary employees **shall be entitled to utilize seniority accrued after May 14, 2021** for the purposes of recall. This seniority can be used for recall to short-term assignments subject to the following provisions:

- (a) Temporary employees who
  - (1) successfully complete a six month or greater temporary posting following date of ratification; and
  - (2) work at least 260 days in the past 15 months,

shall have recall rights, based on unit seniority, for temporary assignments which are known to be greater than **two** weeks and less than three months at the time the assignment is filled provided the employee is qualified to carry out the work. Recall rights may only be used for work in their classification and in the office that they have been assigned to work.

- (b) Temporary employees may not exercise seniority rights in (a) to bump a less senior temporary employee who is already working in an assignment and where continuity of service would be impacted.
- (c) **The BCGEU will establish a recall list for eligible temporary employees including unit seniority, classification, and office. The BCGEU will update and post the recall list as changes occur and will provide a copy of the recall list to UWU.**

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

### **24.1 Statutory Compliance**

The union and the BCGEU 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.

### **24.2 Joint Occupational Health and Safety Committees**

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint

Occupational Health and Safety Committee will be established as required by WCB Regulations and will operate as outlined below:

- (a) The Committee shall consist of an equal number of worker representatives (including UWU members) and BCGEU representatives.
- (b) The Committee will function in accordance with the *Workers' Compensation Act* and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the BCGEU.
- (c) Unresolved issues from worksites without a Safety Committee may be referred to the Headquarters Joint Occupational Health and Safety Committee for consideration.
- (d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending Committee meetings, or in carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings, training and other Committee business shall be scheduled during normal working hours whenever practicable.

#### **24.3 Unsafe Work Conditions**

- (a) No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:
  - (i) a member of the Joint Occupational Health and Safety Committee, or
  - (ii) a person designated by the Joint Occupational Health and Safety Committee, or
  - (iii) a steward at a worksite where there is no safety committee,

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

- (b) **All refusals of unsafe work will be reported to the local committee within 5 days. The BCGEU agrees to deal with all reports of unsafe work in accordance with the applicable legislation.**

#### **24.4 Injury Pay Provision**

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

#### **24.5 Transportation of Accident Victims**

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

#### **24.6 Investigation of Accidents**

- (a) Pursuant to Part 3 of the Workers' Compensation Board Occupational Health and Safety Regulations, all accidents shall be investigated jointly by at least one appointed representative of the BCGEU and one union representative.

(b) Reports shall be submitted on a mutually agreed upon accident investigation form and copies sent to:

- (1) Workers' Compensation Board
- (2) Joint Occupational Health and Safety Committee
- (3) BCGEU designate
- (4) Local UWU Staff Representative

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

(c) In the event of a fatality the BCGEU shall immediately notify the local UWU President or UWU Unit Committee of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

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

(a) The union and the BCGEU agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be maintained at each work location.

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

(c) Employees required to possess an Occupational First Aid Certificate in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 1 - \$45.00 per biweekly period
- Occupational First Aid Certificate, Level 2 - \$45.00 per biweekly period
- Occupational First Aid Certificate, Level 3 - \$50.00 per biweekly period

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

Where the BCGEU 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 12 work days in any month, they shall receive the full monthly allowance.

(d) In order to meet the requirements of (b) above, the BCGEU 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. If the BCGEU offers the opportunity to obtain a Certificate to an employee within the bargaining unit, the offers will be made within the work unit in order of seniority.

#### **24.8 Workplace Violence**

(a) It is recognized that employees may be at risk of physical violence, **written threats** or verbal abuse **in the course of their employment**.

(b) **All employees shall be trained on how and when to document such threats.**

(c) **Given** such potential exists:

- (1) employees shall receive training in the recognition and management of such incidents;
- (2) applicable physical and procedural measures to protect employees shall be implemented **and monitored**.

(d) **Should an employee believe that a member has threatened them (physically, verbally, or in writing) the employee shall report the incident to their supervisor and the Human Resources Department. The BCGEU shall assess the report and, should the Parties determine it to be necessary, place a notation on the BCGEU's member database that is visible to all employees and includes triggers and methods for mitigation and de-escalation. The BCGEU shall be responsible for addressing the incident with the member.**

(e) Immediate critical incident stress debriefing and posttraumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

(f) **If an employee is sent home to work due to a safety concern, the BCGEU agrees that such days will not impact any pre-approved remote work agreement.**

(g) **The BCGEU agrees to create and share a quarterly report of the reported incidents involving violence or verbal abuse with the provincial JOHS committee. The report will document the number of incidents, locations and types of incidents and will include any recommendations for the prevention of reoccurrence and observations on any identified trends.**

(h) **The JOHS committee will develop, circulate, and annually review emergency procedures for threats.**

(i) **The BCGEU will, as soon as practical, establish and maintain an emergency alert system that notifies all staff of:**

- any immediate threat to health and safety at any BCGEU office or BCGEU event;
- the location of the threat;
- the nature of the threat; and
- when the threat is resolved.

#### **24.9 Employees Working Alone or In Isolation**

(a) Where employees are required to work alone or in isolation, they shall be supplied with a telephone check-in system in accordance with WCB Regulations.

(b) Where employees are required to travel alone for work purposes and are traveling on a route with intermittent or no cellular service, they shall be supplied with a Spot GPS Messenger Device at their request.

#### **24.10 Unresolved Safety Issues**

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

**ARTICLE 25 - INDEMNITY****25.1 Indemnity**

- (a) (1) *Civil Action*—Except where there has been flagrant or wilful negligence on the part of the employee, the BCGEU agrees not to seek indemnity against an employee whose actions result in a judgment against the BCGEU. The BCGEU agrees to pay any judgment against an employee arising out of the performance of their duties. The BCGEU also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (2) *Criminal Action*—Where an employee is charged with an offence resulting directly from the proper performance of their duties, the BCGEU shall pay for reasonable legal fees.
- (b) At the option of the BCGEU, the BCGEU 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 BCGEU and the employee) or pay the legal fees of counsel chosen by the employee.
- (c) In order that the above provisions shall be binding upon the BCGEU, the employee shall notify the BCGEU immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
  - (2) when the employee requires or retains legal counsel in regard to the incident or course of events;
  - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
  - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.

**25.2 Obligations**

- (a) The BCGEU shall have the sole and exclusive right to compromise or settle any such claim, action or judgment, or bring or defend any litigation in respect of them.
- (b) Employees shall not admit liability in respect of any such claim, action or judgment except on the instruction of the BCGEU.
- (c) Employees shall, at all times, cooperate with the BCGEU in resisting any claim and in the prosecution or defence of any action even if their employment with the BCGEU has ceased.

**ARTICLE 26 - WAGES AND ALLOWANCES****26.1 Classification and Wages**

Employees will be classified and paid as outlined in Appendices A and B attached hereto and forming part of this Agreement.

## 26.2 Rates of Pay

The following general wage increases shall apply during the term of this collective agreement:

- **April 1, 2023: 6.75%**
- **April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2% and a maximum of 3%.**
- **April 1, 2025: 2% or a “me too” to the general wage increase in the Public Service Main Agreement effective that date, whichever is greater. The Parties agree that if Public Service negotiations are not complete on April 1, 2025, all employees shall receive a 2% increase on April 1, 2025. Once negotiations are complete, any necessary adjustments will be made retroactive to April 1, 2025.**

## 26.3 Rates of Pay During Leaves of Absence

An employee who proceeds on paid parental or sick leave will continue to receive their regular rate of pay for 52 weeks. Following 29 weeks on supplemental leave with pay, an employee's biweekly pay rate will be reduced by \$400.00.

## 26.4 Meal Allowances

- Employees shall be entitled to receive meal allowances in accordance with established BCGEU policy.
- Employees shall be entitled to an unreceipted dinner allowance when a meeting warrants them working in excess of two (2) hours past normal office hours. When work in excess of two (2) hours past normal office hours is self-directed, a receipt must be provided.
- Employees shall be entitled to claim reimbursement when receipts are provided for reasonable meal costs incurred when hosting BCGEU bargaining unit members on union business. Where possible, prior authorization should be obtained from a Coordinator or Director.

## 26.5 Per Diem

Staff shall be paid a per diem in accordance with the BCGEU Financial Manual while working to cover incidental expenses. This allowance shall only be paid when a receipted hotel bill is submitted for the day in question except under the circumstances set out in Letter of Understanding 2.

## 26.6 Staff Accommodations

Where employees are required to stay away from home overnight on BCGEU business, as per the BCGEU Financial Manual, they shall be entitled to be reimbursed for the cost incurred in obtaining single occupancy accommodation or alternate private dwelling accommodation.

## 26.7 Credit Cards

If the employee chooses to use **their** own credit card in lieu of the BCGEU provided card and the BCGEU provided fuel card, the BCGEU will pay the credit card fee to a maximum of \$120 per year.

**26.8 Child Care Expenses**

Reasonable receipted child care expenses may be claimed in accordance with the BCGEU financial policy for work undertaken outside the normal hours of operation when neither parent nor spouse is available to provide child care.

**26.9 Computer Equipment Purchase**

Regular employees, upon completion of the initial probationary period, shall be entitled to an advance once every three years for the purpose of purchasing personal computer equipment. The advance shall be issued to the employee upon submission of proof of purchase in the 30 day period prior to applying for the advance. The advance will not exceed the actual cost or \$2,500 whichever is lesser.

The advance shall be repaid to the BCGEU through payroll deduction at a minimum rate of \$100 per pay for 25 pay periods. The rate of repayment shall be established such that the entire advance is repaid at the end of the fiscal year in which the advance is issued to the employee.

If an employee's employment is terminated prior to complete repayment of the advance, the BCGEU shall deduct any amounts outstanding from any payments owed by the BCGEU to the employee.

**26.10 Cellular Telephones and Internet Access**

- (a) Employees shall be required to provide home internet access for research and e-mail.
- (b) The BCGEU will provide coordinators and organizers with a BCGEU mobile telephone and a hands free device for their vehicle, unless the vehicle is so equipped.
- (c) Other employees not specified in (b) above shall be required to provide a mobile telephone for work use.

**26.11 Salary Protection**

An employee shall not have their salary reduced by reason of:

- (a) a change in the classification of their position; or
- (b) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall continue to receive 50% of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

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

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

**26.12 Reclassification Process**

The BCGEU agrees that no bargaining unit position will be reclassified without mutual agreement.

**26.13 Authorization to Deduct From Final Pay**

Should an employee's employment relationship terminate, any monies owed to the BCGEU, through advances, loans, BCGEU Corporate American Express charges, unreturned BCGEU owned equipment or any other provision of this collective agreement, shall be deducted from the employee's final pay. An itemized list of deductions will be provided to the employee.

**26.14 Professional Fees**

Regular employees shall be reimbursed in full for all fees and premiums required to maintain an employee's practicing professional status. In addition, the BCGEU shall pay the Canadian Bar Association fees for the Coordinator of Advocacy, and three other lawyers as designated by the Director of Advocacy.

**ARTICLE 27 - PREGNANCY, PARENTAL, ADOPTION AND PRE-ADOPTION LEAVE****27.1 Pregnancy and Adoption Leave**

- (a) An employee is entitled to **pregnancy** or adoption leave of up to 15 weeks without pay.
- (b) An employee shall notify the BCGEU in writing of the expected date of birth.
- (c) The period of **pregnancy** leave alone or in combination with the leave period of 27.3 shall commence six weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to 15 weeks following the adoption of a child.

**27.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to 35 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay. The leave period may be extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the BCGEU, they shall each qualify for up to 35 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 27.1 or 27.3;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must begin within 63 week period after the date of birth or placement of the adoptive child. Such leave agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

### 27.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 27.1 and/or 27.2 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of one week without pay immediately before leaves pursuant to 27.1 and 27.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

### 27.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 27.3, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

### 27.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 27.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the BCGEU, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the SUB Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### 27.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 27.2, shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the employee must provide to the BCGEU 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 SUB Plan and subject to leave apportionment pursuant to Clause 27.2(b), the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 to 63 weeks of parental leave allowance between them.

(c) If an employee opts for extended parental leave under Clause 27.2(a), the maximum amount payable shall be equal to that they would have received under Clause 27.6(b) but shall be divided into up to 63 weekly payments. Weekly payments shall not exceed the weekly amount the BCGEU would have paid to the employee had they opted for the standard parental leave period.

### 27.7 Pre-Placement Adoption Leave

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

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

- (1) attending mandatory pre-placement visits with the prospective adoptive child;

(2) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

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

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

### **27.8 Benefits Continuation**

(a) For leaves taken pursuant to Clauses 27.1, 27.2, 27.3 and 27.7, the BCGEU shall maintain coverage for medical, extended health, dental, pension, group life and long term disability, and shall pay the BCGEU's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 27.9 or fail to remain in the employ of the BCGEU for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the BCGEU will recover monies paid pursuant to this clause, on a pro-rata basis.

### **27.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 27.1, 27.2, 27.7 or 27.13 expired if they do not return to work on the pre-arranged date.

### **27.10 Entitlements Upon Return to Work**

(a) An employee who returns to work after the expiration of maternity, parental, adoption and/or pre-adoption leaves shall retain the unit and service seniority the employee had accumulated prior to commencing the leave and shall be credited with unit and service seniority for the period of time covered by the leave.

(b) On return from maternity, parental, adoption and/or pre-adoption leaves, an employee shall be placed in the employee's former position.

(c) Notwithstanding Clauses 15.1 and 15.8, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 27.1 and its waiting period providing:

- (1) The employee returns to work for a period of not less than six months, and
- (2) The employee has not received parental allowance pursuant to 27.6, and
- (3) The employee was employed prior to September 30, 2002.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 15.8.

(d) Employees who are unable to complete the return to work period in 27.10(c)(1) as a result of proceeding on maternity, parental, adoption and/or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

**27.11 Maternity and/or Parental and/or Adoption and/or Pre-Adoption Leave Allowance Repayment**

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 27.4, 27.5, 27.6 and/or 27.7, an employee must sign an agreement that they will return to work and remain in the BCGEU's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the BCGEU for the return to work period in (a) above, the employee shall reimburse the BCGEU for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 27.4, 27.5, 27.6 and/or 27.7 above on a pro-rata basis.

**27.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 27.4, 27.5 and/or 27.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

**27.13 Extended Child Care Leave**

Employees who are entitled to leave pursuant to Clauses 27.1 or 27.2, shall be entitled to an extended leave without pay of up to an additional six (6) months. Such written request must be received by the BCGEU at least four (4) weeks prior to the expiration of leave taken pursuant to Clauses 27.1 or 27.2.

**ARTICLE 28 - DURATION OF AGREEMENT****28.1 Term of the Agreement**

The term of this Agreement is from April 1, **2023** to March 31, **2026** and takes effect upon ratification by both parties. It shall be automatically renewed from year to year thereafter unless either party gives notice in writing to the other party within a period of not more than 90 or less than 30 days preceding the anniversary date of its desire to amend this Agreement.

**28.2 Notice to Bargain**

Within a month of the time that either party has served notice on the other party of its desire to amend the Agreement, the Parties shall meet to negotiate an amended Agreement.

**SIGNED ON BEHALF OF  
THE BCGEU:**

DocuSigned by:  
*Thom Yachnin*  
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Thom Yachnin  
Executive Director

DocuSigned by:  
*Shannon Murray*  
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\_\_\_\_\_  
Shannon Murray  
Executive Director

DocuSigned by:  
*Lisa Trolland*  
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\_\_\_\_\_  
Lisa Trolland  
Director, Human Resources

**SIGNED ON BEHALF OF  
BCUWU:**

DocuSigned by:  
*Mike Fenton*  
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Mike Fenton  
Bargaining Committee, Chair

DocuSigned by:  
*Brittney Janecki*  
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Brittney Janecki  
Bargaining Committee

DocuSigned by:  
*Andrea Mears*  
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\_\_\_\_\_  
Andrea Mears  
Bargaining Committee

DocuSigned by:  
*Kathleen Mann*  
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\_\_\_\_\_  
Kathleen Mann  
Bargaining Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPENDIX A  
CLASSIFICATION SERIES**

<b>1. SERVICING</b>	
Coop Student	Term certain appointment. Rate for first 195 days paid at straight time.
Member Service Representative 1 (Temporary)	Term certain appointment. Rate for first 195 days paid at straight time.
Member Service Representative 2 (Temporary)	Rate after 195 days paid at straight time as a Member Service Representative 1. May be appointed as Member Service Representative 2 sooner depending on experience, assignments and performance. Rate applies for 130 days paid at straight time.
Articled Student	Twelve month term certain appointment.
Staff Representative 1 (Temporary)	Rate after 130 days paid at straight time as a Member Service Representative 2 (Temporary). Rate applies for 261 days paid at straight time.
Staff Representative 2 (Temporary)	Rate after 261 days paid at straight time as a Staff Representative 1 (Temporary). May be appointed as Staff Representative 2 (Temporary) sooner depending on experience, assignments and performance.
Staff Representative 1	Entry level for regular <b>servicing</b> positions. Rate applies for 261 days paid at straight time.
Staff Representative 2	Rate after 261 days paid at straight time as a Staff Representative 1, prior work experience may be considered.
Staff Representative 3	Staff Representative with Component administrative responsibility, Staff Representative assigned lead negotiator for sectoral bargaining, Staff Representative doing formal, contested hearings*, and Assistant Coordinator, <b>and Actuarial Researcher</b> .
Staff Representative 4	<b>Assistant Coordinator (Advocacy), Regional Coordinator, Acting Coordinator.</b>
<p>*Note: after three published, precedent setting decisions under the Labour Relations Code (does not include expedited, consent or non-precedential awards). Reclassification effective April 1, 2012.</p> <p><b>Note: The servicing classification series SR2 and SR3 classifications are eligible for the Senior Staff Representative designation and a 2.7% increase in pay after 10 years of unit seniority.</b></p>	
<b>2. ADMINISTRATIVE</b>	
<b>RV Operator (Temporary)</b>	Rate of pay for the temporary RV driver.
Administrative Representative (Temporary 1)	Term certain appointment for Admin Rep 2 (Regular) positions. Entry rate of pay for temporary assignments in Admin Rep 2 positions for the first 130 days paid at straight time.
Administrative Representative (Temporary 2)	Term certain appointment for Admin Rep 2 (Regular) positions. Rate after 130 days paid at Admin Rep (Temp 1). May be

	appointed to Admin Rep (Temp 2) sooner depending on experience, skills and qualifications. Entry rate of pay for temporary assignments in Admin Rep 4 (regular) positions for the first 130 days paid at straight time.
Administrative Representative (Temporary 3)	Term certain appointment for Admin Rep 4 (Regular) positions. Rate after 130 days paid at Admin Rep (Temp 2). May be appointed to Admin Rep (Temp 3) sooner depending on experience, skills and qualifications.
Administrative Representative 1 (Regular)	Entry level for regular Administrative Representative 2 positions. Rate applies for 261 days paid at straight time.
Administrative Representative 2 (Regular)	Administrative Representative 2 <b>positions</b> after 261 days paid at straight time as Admin Rep 1. Prior work experience or experience as Admin Rep (Temp 1) and Admin Rep (Temp 2) may be considered).
Administrative Representative 3 (Regular)	Entry level for Assistant Controller for the first 130 days paid at straight time, <b>Financial Systems Analyst, Senior Accountant.</b>
Administrative Representative 4	<b>Administrative Representative 4 positions, Assistant Controller after 130 days paid at straight time.</b>
Administrative Representative 5	<b>Assistant Coordinator</b>
Administrative Representative 6	<b>Acting Coordinator</b>
Note: The Administrative classification series, AR2 through 5, is eligible for the Senior Administrative Representative designation and a 2.7% increase in pay after 10 years of unit seniority.	
<b>3. ORGANIZING</b>	
Organizer 1 (Temporary)	Rate for first 195 days paid at straight time.
Organizer 2 (Temporary)	Rate after 195 days paid at straight time as an Organizer 1 (Temporary). May be appointed as an Organizer 2 (Temporary) sooner depending on experience, assignments and performance. Rate applies for 130 days paid at straight time.
Organizer 3 (Temporary)	Rate after 130 days paid at straight time as an Organizer 2 (Temporary). Rate applies for 261 days paid at straight time. May be appointed as an Organizer 3 (Temporary) sooner depending on experience, assignments and performance.
Organizer 4 (Temporary)	Rate after 261 days paid at straight time as an Organizer 3 (Temporary). May be appointed as an Organizer 4 (Temporary) sooner depending on experience, assignments and performance.
Staff Representative 1 (Organizer)	Entry level for regular positions. Rate applies for 261 days paid at straight time.
Staff Representative 2 (Organizer)	Rate after 261 days paid at straight time as a Staff <b>Representative</b> 1 (Organizer). May be appointed as a Staff Rep 2 (Organizer) sooner depending on experience, assignments and performance.
Note: Staff Representative 2 (Organizer) is eligible for the Senior Organizer designation and a 2.7% increase in pay after 10 years of unit seniority.	

**APPENDIX B-1  
BIWEEKLY SALARY RATES (EMPLOYEES HIRED PRIOR TO JANUARY 1, 2012)**

**(Includes Employment Expenses; Does Not Include 4% Vacation Allowance)**

<b>Classification</b>	<b>01-Apr-22</b>	<b>01-Apr-23</b>
Staff Representative 1 (Regular)	\$3,739.25	\$3,991.65
Staff Representative 1 (Organizing)(Regular)	\$3,698.71	\$3,948.37
Staff Representative 2 (Regular)	\$4,116.98	\$4,394.88
Staff Representative 2 (Organizing)(Regular)	\$4,076.42	\$4,351.58
Staff Representative 3	\$4,424.75	\$4,723.42
Staff Representative 4	\$4,822.00	\$5,147.49
Administrative Representative 1 (Regular)	\$3,441.83	\$3,674.15
Administrative Representative 2 (Regular)	\$3,739.25	\$3,991.65
Administrative Representative 3 (Regular)	\$3,862.65	\$4,123.38
Administrative Representative 4	\$4,116.98	\$4,394.88
Administrative Representative 5	\$4,424.75	\$4,723.42
Administrative Representative 6	\$4,822.00	\$5,147.49

**APPENDIX B-2  
BIWEEKLY SALARY RATES (EMPLOYEES HIRED PRIOR TO JANUARY 1, 2012 WITH NO OPTIONS)**

**(Regular rate + 4% vacation allowance)**

<b>Classification</b>	<b>Base Rate April 1/22</b>	<b>Base + 4% April 1/22</b>	<b>Base Rate April 1/23</b>	<b>Base + 4% April 1/23</b>
Staff Representative 1 (Regular)	\$3,739.25	\$3,888.82	\$3,991.65	\$4,151.32
Staff Representative 1 (Org)	\$3,698.71	\$3,846.66	\$3,948.37	\$4,106.30
Staff Representative 2 (Regular)	\$4,116.98	\$4,281.66	\$4,394.88	\$4,570.68
Staff Representative 2 (Org)	\$4,076.42	\$4,239.48	\$4,351.58	\$4,525.64
Staff Representative 3	\$4,424.75	\$4,601.74	\$4,723.42	\$4,912.36
Staff Representative 4	\$4,822.00	\$5,014.88	\$5,147.49	\$5,353.39
Administrative Representative 1 (Regular)	\$3,441.83	\$3,579.50	\$3,674.15	\$3,821.12
Administrative Representative 2 (Regular)	\$3,739.25	\$3,888.82	\$3,991.65	\$4,151.32
Administrative Representative 3 (Regular)	\$3,862.65	\$4,017.16	\$4,123.38	\$4,288.32
Administrative Representative 4	\$4,116.98	\$4,281.66	\$4,394.88	\$4,570.68
Administrative Representative 5	\$4,424.75	\$4,601.74	\$4,723.42	\$4,912.36
Administrative Representative 6	\$4,822.00	\$5,014.88	\$5,147.49	\$5,353.39

**APPENDIX B-3  
BIWEEKLY SALARY RATES (EMPLOYEES HIRED AFTER JANUARY 1, 2012)**

**(INCLUDES OPTIONS)**

<b>Classification</b>	<b>April 1, 2022</b>	<b>Base + Options April 1, 2022</b>	<b>April 1, 2023</b>	<b>Base + Options April 1, 2023</b>
Staff Representative 1 (Regular)	\$3,739.25	\$4,355.48	\$3,991.65	\$4,649.48
Staff Representative 1 (Org.)	\$3,698.71	\$4,308.26	\$3,948.37	\$4,599.06
Staff Representative 2 (regular)	\$4,116.98	\$4,795.46	\$4,394.88	\$5,119.16
Staff Representative 2 (Org.)	\$4,076.42	\$4,748.21	\$4,351.58	\$5,068.72
Staff Representative 3	\$4,424.75	\$5,153.95	\$4,723.42	\$5,501.84
Staff Representative 4	\$4,822.00	\$5,616.67	\$5,147.49	\$5,995.80
Administrative Representative 1 (Regular)	\$3,441.83	\$4,009.04	\$3,674.15	\$4,279.65
Administrative Representative 2 (Regular)	\$3,739.25	\$4,355.48	\$3,991.65	\$4,649.48
Administrative Representative 3 (Regular)	\$3,862.65	\$4,499.22	\$4,123.38	\$4,802.92
Administrative Representative 4	\$4,116.98	\$4,795.46	\$4,394.88	\$5,119.16
Administrative Representative 5	\$4,424.75	\$5,153.95	\$4,723.42	\$5,501.84
Administrative Representative 6	\$4,822.00	\$5,616.67	\$5,147.49	\$5,995.80

**APPENDIX B-4  
BIWEEKLY SALARY RATES – TEMPORARY EMPLOYEES**

<b>Classification</b>	<b>01-Apr-22</b>	<b>01-Apr-23</b>
Coop Student	\$2,394.49	\$2,556.12
Member Service Representative 1 (Temporary)	\$2,471.00	\$2,637.79
Member Service Representative 2 (Temporary)	\$2,989.17	\$3,190.94
Staff Representative 1 (Temporary)	\$3,404.88	\$3,634.71
Staff Representative 2 (Temporary)	\$3,795.03	\$4,051.19
<b>RV Operator</b>	\$2,471.00	\$2,637.79
Administrative Representative (Temporary 1)	\$2,989.17	\$3,190.94
Administrative Representative (Temporary 2)	\$3,404.88	\$3,634.71
Administrative Representative (Temporary 3)	\$3,795.03	\$4,051.19
Organizer 1 (Temporary)	\$2,430.46	\$2,594.52
Organizer 2 (Temporary)	\$2,948.64	\$3,147.67
Organizer 3 (Temporary)	\$3,364.32	\$3,591.41
Organizer 4 (Temporary)	\$3,754.50	\$4,007.93

**APPENDIX C  
LIST OF SINGLE ARBITRATORS**

1. Mark Brown
2. Joan Gordon
3. Marguerite Jackson
4. John Hall
5. Corrin Bell
6. Chris Sullivan
7. Koml Kandola

**APPENDIX D  
TRANSFER/EXPENSE POLICY**

**1. Notice to Employee**

The BCGEU agrees to give two months' notice of intent to transfer. In the event the employee is required to commence their new assignment sooner, they shall be entitled to full travel expenses for the period the notice is less than two months or until they obtain permanent accommodation, whichever is lesser.

For the purpose of this appendix, eligible employees shall be regular employees and temporary employees paid at the Staff Representative 2 rate.

Where employees have received relocation expenses and subsequently move within a two year period after such relocation their expense entitlement will be pro-rated. Employees who remain in a location for two years are entitled to full reimbursement.

**2. Initial Expenses**

For the specific purpose of locating accommodation at the new location, an employee shall be entitled to five days' leave with pay and shall be reimbursed for their travel expenses and, where applicable, the travel expenses for their spouse and children. The paid leave shall be at a time mutually agreeable to the BCGEU and the employee concerned.

**3. Living Expenses upon Transfer at New Location**

An employee shall be entitled to:

- (a) Up to seven days' paid accommodation at the new location where the new permanent accommodation is unavailable; and
- (b) Where suitable accommodation is still unavailable after the first seven days has expired, the following expense allowance shall be paid:
  - (1) \$25 per day up to a maximum of 30 days for an employee with no dependents, or
  - (2) \$30 per day up to a maximum of 60 days for an employee with dependents.

(c) The foregoing expenses shall be payable for the time specified or until suitable accommodation becomes available, whichever is lesser.

#### 4. Moving Expenses

The BCGEU shall reimburse the employee for receipted expenses as follows:

- (a) the packing and unpacking of employee's household goods and furnishings;
- (b) the moving of employee's household goods and furnishings up to 8,165 kilograms;
- (c) comprehensive insurance during move up to a maximum of \$50,000;
- (d) insured storage for up to two months, where necessary;
- (e) costs of transporting of one personal vehicle and one trailer towed by the personal vehicle or at the rate of \$0.40 per kilometre, if the vehicle and trailer are driven, whichever is the lesser amount;
- (f) cost of connections for plumbing, gas, and electrical appliances to existing facilities;
- (g) cost of modifying or altering existing facilities to allow hook up of plumbing, gas and electrical appliances up to a maximum of \$200;
- (h) real estate and legal fees will be reimbursed upon relocation or within one year of the effective date of relocation. This time period may be extended by mutual agreement based upon an appraisal;
- (i) real estate fees up to a maximum of \$10,000 (\$15,000 effective April 1, 2020) for selling private dwelling at old location;
- (j) legal fees for selling private dwelling at the former location and/or legal fees for purchasing private dwelling at the new location;
- (k) acceptable expenses and services for reimbursement of "*legal fees*" pursuant to (j) above shall be:

(1) *Acceptable Expenses*

- registration of deed
- land registry searches
- registration of mortgages
- certificate of encumbrances
- appraisal fees upon purchase only
- photocopies
- telephone
- filing fees
- miscellaneous office expenses
- B.C. Property Purchase Tax

(2) *Acceptable Services*

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased;
- solicitor's fee in respect of financing the new dwelling house (e.g., first mortgage, second mortgage);

- solicitor's fee in respect of discharge of encumbrances against the former residence;
- where the employee buys or sells a multiple dwelling (duplex, triplex, etc.), the fees are to be prorated.

**5. Incidental Expenses on Transfer**

- (a) When the employee is moving to unfurnished accommodation, an amount of \$500 shall be paid. This Section shall not apply where the BCGEU pays for the moving of household effects;
- (b) When the employee is moving to furnished accommodation, an amount of \$250 shall be paid. This section applies where the BCGEU pays for the moving of household effects or when the new accommodation is furnished;
- (c) When the employee is moving to room and board, an amount of \$100 shall be paid.

**APPENDIX E  
MEDICAL REFERRAL TRAVEL & ACCOMMODATION BENEFITS**

The BCGEU will provide the following Medical Referral Travel and Accommodation Benefits for employees:

**1. Travel Benefit**

- (a) Transportation by scheduled air, bus or rail or equivalent self-transportation to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician or surgeon because, in their opinion, adequate treatment is not available locally. Said transportation will not normally be provided to points beyond Vancouver, B.C. Reimbursement for transportation to a locale outside of B.C. will be limited to the lesser of:
- (1) the actual amount for such transportation, or
  - (2) the amount which would have been paid if similar transportation were taken to Vancouver, B.C.
- (b) Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending physician or surgeon.
- (c)
  - (1) Accommodation and expenses in a commercial facility to a maximum of \$175 per day to a maximum of seven days.
  - (2) Accommodation expenses at a BC Cancer Agency's treatment centre for the duration of treatment.
  - (3) Accommodation expenses at a family care centre to a maximum of \$750 per trip.
  - (4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at \$175 per day.
  - (5) Meal expenses for the employee and attendant.
- (d) Cab/bus fares to and from the airport in the region, between the destination airport and accommodation and/or location of treatment, up to a maximum of \$300 per trip.

(e) When referred by the BCGEU or family physician of an employee participating in the Employee and Family Assistance Program, the cost of transportation and expenses as in (a), (b), (c) and (d) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.

(f) All expenses claimed must be accompanied by receipts.

## **2. Payment of Benefits**

It is a condition for payment of benefits that the employee shall submit a completed claim form, receipts, a copy of MSP's letter of approval, and a referral card from the specialist or the attending physician or surgeon in respect of all eligible expenses, within 90 days of the date on which the expense was incurred.

Failure to submit claims within the 90 day period shall not invalidate any claim if the claim has been filed as soon as reasonably possible, and there were mitigating reasons for the delay.

## **3. Exclusions**

The following are not included in the aforementioned benefits: Expenses in respect of any injury, illness or condition for which care is provided, or hereafter may be provided, to the member or their dependents without cost, or at nominal charges by public authorities, or by a tax-supported agency, including services which are available under any *Workers' Compensation Act*, or by virtue of any statute, or from any government authority and expenses for which the Medical Services Plan of British Columbia is liable.

## **APPENDIX F RESIDENCY ALLOWANCE**

An employee filling a temporary vacancy which requires relocation is entitled to expenses as follows:

- (a) The employee must maintain their principle residence in their permanent location;
- (b) For vacancies of 30 days or more, the employee will receive the private dwelling accommodation allowance for all days per month while filling the temporary vacancy, maintaining a principle residence and renting temporary accommodation;
- (c) For vacancies of less than 30 days, where the private dwelling accommodation allowance is not feasible, employees may claim the normal accommodation costs;
- (d) It is understood that the allowance is a residency allowance so that if the staff representative took six weeks' vacation and during that period did not rent temporary accommodation, they would not receive the allowance for that period; and
- (e) While on travel status on normal union business, the collective agreement and the financial policy apply in addition to the \$55.00 residency allowance.

**MEMORANDUM OF AGREEMENT 1****RE: DEFERRED SALARY LEAVE PLAN**

The Parties agree to establish a Deferred Salary Leave Plan effective April 1, 1992.

**1. Description**

(a) The purpose of the Deferred Salary Leave Plan is to afford employees the opportunity of taking one year leave of absence with part pay by deferring salary for four years and taking leave in the fifth year. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

(b) The BCGEU and employees may enter into any variation of this Plan by mutual consent of the two Parties involved, provided that such variations meet the requirements of paragraph 6801(a) of the Income Tax Regulations.

**2. Qualifications**

(a) An employee who has completed five years full-time employment in a regular position within the Bargaining Unit, will be eligible to take leave under the Plan.

(b) An employee must complete an additional five years from the completion of any leave under this Agreement before qualifying for a second leave.

**3. Application**

(a) In order to participate, an employee must make written application to the BCGEU on or before September 30<sup>th</sup>, stating the date when the employee wishes to participate in the Plan. Eligible applicants will complete the agreed to Memorandum.

(b) The BCGEU will agree to two, one year, full-time equivalents to take salary deferral leave at any one time.

(c) Proposals for leave will be considered in order of seniority of the applicants; e.g. if a proposal is received from the most senior applicant to share a six month leave with a more junior colleague, that proposal will be considered ahead of the next most senior employee who proposes a one year leave. Note: if one applicant on a joint application withdraws, the application is deemed to be withdrawn in its entirety.

(d) The BCGEU will review all proposals for each year in the month of October. The most senior applicant's proposal on file with the BCGEU by September 30<sup>th</sup> of each year will be reviewed and the two most senior proposals will be approved for the years requested. The Union will be informed of all approvals.

**4. Payment Formula and Leave of Absence**

The payment of salary, fringe benefits and the timing of one year leave of absence shall be as follows:

(a) In the first four years of the Plan, an employee will be paid 80% of their proper salary range. The remaining 20% of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the year of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a

participant under the Plan represents employment income rather than income from property. Accordingly, Form T4 should be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.

(b) Employees' health and welfare benefits will be maintained by the BCGEU during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.

(c) It is understood that unemployment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period, and that Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the *CPP Act* and is therefore required to pay the employer's contribution in respect of that employee.

(d) The leave of absence may be taken only in the fifth year of the Plan. Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

(e) With the approval of the BCGEU, an employee may select some alternative method of deferring salary other than that specified in (a) above; however, the annual deferral amount may not exceed 33% of the salary the participating employee would normally receive in one year.

## 5. Terms of Reference

(a) The leave of absence shall occur according to and be governed by this Memorandum of Agreement rather than other leave provisions in the Collective Agreement in force between the BCGEU and the Union.

(b) Payment to an employee on leave shall be in equal biweekly instalments. These instalments shall start two weeks after commencement of the leave. The final instalment shall be the balance of any moneys retained by the BCGEU for the employee in the Plan.

(c) Upon no less than six months' notice, an employee may request a one year postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year and where such postponement does not violate Section 4(d) of this Memorandum.

(d) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence.

(e) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.

(f) Employees who are laid off will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.

(g) Prior to taking their leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (f) applies). Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within 60 calendar days of notification.

(h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.

(i) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.

(j) There will be no interruption of a leave once it has commenced.

## **6. Salary**

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the BCGEU, or from any other person or partnership with whom the BCGEU does not deal at arm's length, other than:

- (a) amounts which were deferred under the Plan; and
- (b) the reasonable fringe benefits that the BCGEU usually pays to or on behalf of employees.

## **7. Fringe Benefits**

(a) During a leave of absence, the responsibility for payment of premiums for fringe benefits for an employee shall be established in this Agreement. Where an employee is obligated to pay the cost of any fringe benefit during the period of leave, the BCGEU will pay such costs on behalf of the employee and deduct the money paid from money otherwise payable to the employee from the fund.

(b) The BCGEU will make pension deductions for submission to the relevant pension plan and notify the Administrators of the Plan the contributions and salary levels for the purpose of pension adjustment reporting.

## **8. Termination or Amendment of the Plan**

(a) This Plan may be amended or terminated by agreement between the Union and the BCGEU. Any amendments shall be binding upon all present and future employees who participate in this Plan.

(b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**9. Employee Agreement**

*"I have read the terms and conditions of the Agreement between the Union and the BCGEU governing the Deferred Salary Leave Plan, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:*

*Enrolment Date: My enrolment in the Plan shall become effective January 1, 20\_\_.*

*Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the BCGEU, for a period of \_\_ months (up to one year).*

*Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:*

*First Year        \_\_%*

*Second Year     \_\_%*

*Third Year       \_\_%*

*Fourth Year      \_\_%*

*Number of additional years    \_\_\_\_\_*

*Percentage per additional year   \_\_\_\_\_*

*The participant may, by written notice to the BCGEU prior to January 1st in any year, alter the percentage amounts for that and any subsequent year subject to Section 4(e) of the Deferred Salary Leave Plan Memorandum."*

\_\_\_\_\_  
*Signature of Applicant*

\_\_\_\_\_  
*Date*

*Written approval of the BCGEU President*

\_\_\_\_\_  
*Signature of BCGEU President*

\_\_\_\_\_  
*Date*

**10. Income Tax Act**

This Memorandum will be submitted for review to ensure that it complies with the requirements of the *Income Tax Act*. The Parties agree that they will make any modifications to this Memorandum that are necessary in order to comply with the *Income Tax Act*.

**MEMORANDUM OF AGREEMENT 2****RE: EMPLOYMENT EQUITY**

The Parties agree to establish **and maintain** a Union/BCGEU Committee to develop the principles which shall form the establishment of an Employment Equity Program within BCGEU workplaces.

The Committee may make recommendations to the BCGEU.

The objectives of the Committee will be to suggest methods:

- to develop a workplace culture that values diversity;
- to develop a workforce that is at all levels representative of the diverse membership served;
- to enhance employment and career opportunities for all groups;
- to ensure harassment free workplaces.

**The BCGEU Committee members will meaningfully consult with the Union Committee members regarding the objectives of the Committee.**

**The Committee will meet on a quarterly basis or as agreed to by the parties.**

**When the BCGEU is providing equity, diversity, and inclusion training to staff, the BCGEU will consult with the Union Committee members on the selection of presenters for that training.**

**MEMORANDUM OF AGREEMENT 3****RE: REMOTE WORK**

The parties recognize that employees may, in certain situations, be able to perform the full scope of their job duties while working remotely and agree that remote work arrangements may be approved subject to the terms of this Memorandum of Agreement ("MOA").

1. This MOA shall apply to regular employees of the BCGEU who have not been subject to any documented performance or disciplinary concerns within the last 12 months. Temporary employees may be considered for remote work arrangements in limited circumstances.
2. Remote work arrangements under this MOA are not intended to be a substitute for other forms of leave under the collective agreement.
3. Employees may request approval from their **director or their designate** for remote work arrangements.
4. **Directors or their designate** may approve **short term** remote work arrangements of **five** days or under. Approval shall not be unreasonably withheld, but shall be subject to operational requirements and the following criteria:
  - a. There must be sufficient employees at the workplace to perform any work required to be done and for member service to continue uninterrupted.

- b. The employee must have no work that requires their attendance at the workplace during the relevant days.
  - c. The employee must be available to report to their normal office worksite during the relevant days within a reasonable period of time, if required.
  - d. The employee must have all the necessary furniture, space and equipment to perform the full scope of their job duties during the relevant days.
  - e. There will be no additional costs from the remote work arrangement borne by the BCGEU.
5. If there are multiple requests for **short term** remote work arrangements of **five** days or under for the same day(s) and not all can be accommodated, approvals will be in order of date received by the **director or their designate**.
6. Employees may request approval for longer term remote work arrangements of up to three months from their **executive** director.
7. **Executive** directors may approve any variation of remote work arrangements of up to three months. Approval shall not be unreasonably withheld, but shall be subject to operational requirements and the following criteria:
- a. There shall be sufficient employees at the workplace to perform any work required to be done and for member service to continue uninterrupted.
  - b. The employee's job duties do not require attendance at the office to complete or regular in-person member contact.
  - c. The employee must be available to report to their normal office worksite on any day during the approved period within a reasonable period of time, if required.
  - d. The employee shall attend at any in-person meetings at the workplace required by their coordinator, including but not limited to regularly scheduled departmental meetings.
  - e. The employee must have all the necessary furniture, space and equipment to perform the full scope of their job duties during the relevant period.
  - f. There will be no additional costs from the remote work arrangement borne by the BCGEU.
  - g. The employee shall provide the BCGEU will a plan to maintain the privacy of members and ensure that the BCGEU will meet its obligations under the relevant privacy legislation.
  - h. The employee is a regular employee who has passed their probationary period.**
8. Employees seeking remote work arrangements are responsible for the following:
- a. Ensuring the remote work location is adequately equipped and maintained from a health and safety perspective.
  - b. Ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on the full scope of their job duties.
9. Individual remote work arrangements may be cancelled at any time by the BCGEU or the employee.

#### MEMORANDUM OF AGREEMENT 4

##### RE: SUPPLEMENTAL LEAVE AND ACTIVE EMPLOYMENT

The Parties agree that employees on supplemental leave pursuant to Article 21 of the Collective Agreement will receive the following if they are engaged in active duties on a temporary assignment:

1. the current salary for the position in which they are performing temporary duties;
2. the Vacation/RRSP allowance pursuant to Clause 15.9, except it will be paid upon request in a lump sum upon completion of the temporary assignment(s);
3. reimbursement for fuel receipts pursuant to clause 23.5;
4. the transportation allowance pursuant to Clause 23.5 on a pro rata basis.

No other benefits or allowances of the Collective Agreement will apply except as specified in Clause 21 or except for reimbursable expenses as per the financial policy.

**MEMORANDUM OF AGREEMENT 5**

**RE: FORMULA FOR SEVERANCE PURSUANT TO CLAUSES 21.1(7) AND 21.1(9) (B)**

Severance payments pursuant to this memorandum are in addition to other entitlements.

1. Employees who resign and have accrued supplemental leave are entitled to receive a severance payment equal to 0.75% of annual salary for time worked from October 1, 2002, an additional 0.95% of annual salary for time worked from October 1, 2003 and 5% as of January 1, 2010. Such payments will be at the employee's current rate of pay at the time of resignation and will be prorated for partial years of service during this period. In the event of the death of an employee, the foregoing will also apply and payment will be made to the employee's beneficiary or estate, prorated for employees who have commenced but not completed their supplemental leave.
2. Signatories to the BCGEU / UWU Fund agree that the BCGEU will assume the assets of this fund. The BCGEU will assume all accrued liabilities for pre-retirement leave and all future liabilities for supplemental leave.

**MEMORANDUM OF AGREEMENT 6**

**RE: SUPPLEMENTAL LEAVE ENTITLEMENT**

(a) The BCGEU agrees to archive the following additional supplemental leave entitlements for the employees listed below:

Raj Gill .....	4 weeks
Nicola Munro .....	4 weeks

- (b) These entitlements shall be paid at the employee's rate of pay at the time the leave is taken.
- (c) The BCGEU shall grant the leave required and maintain pension contributions and health and welfare plans as per Article 18 of the Collective Agreement.
- (d) The above entitlements are payable only to those employees proceeding directly to retirement from employment with the BCGEU. Employees terminating employment for any other reason shall forfeit the supplemental leave entitlements provided by this memorandum.

- (e) This Memorandum of agreement replaces the memorandum of agreement dated October 11, 1994.

### MEMORANDUM OF AGREEMENT 7

#### RE: UWU/BCGEU MEMBER COMPLAINTS

The Union and the BCGEU recognize the right of employees to work in an environment free from bullying or harassment and the BCGEU undertakes to deal appropriately with BCGEU members that engage in this type of conduct.

It is agreed that the following protocol will be followed by all Parties within 60 days of the alleged occurrence, in the event a member of the UWU bargaining unit has a complaint and the respondent is a BCGEU member.

1. Taking into consideration the nature of the issue, the UWU member should raise the matter with the BCGEU member in an attempt to resolve the issue(s).
2. If the complaint remains unresolved, the UWU member should raise the matter with their Coordinator. Taking into consideration the nature of the issue, the Coordinator will then meet with the UWU member and the BCGEU member in an attempt to resolve the issue(s).
3. If the complaint remains unresolved, the UWU member shall submit their complaint in writing to the President or their designate. The UWU member and their steward, if requested, shall meet with the appropriate Director, and if appropriate in the circumstances of the complaint, with the BCGEU member in an attempt to resolve the issue(s) of the complaint within 60 days of the alleged occurrence. The BCGEU member is entitled to be represented by either their Steward, a Local Executive Member, or a member of the Provincial Executive.
4. If still unresolved, and if appropriate in the circumstances of the complaint, the UWU member and their Steward shall meet with the President or Treasurer of the BCGEU and the BCGEU member in an attempt to resolve the issue(s) of the complaint. The BCGEU member is entitled to representation as indicated in 2 above.
5. Should the matter remain unresolved, the Union may file the complaint directly at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator with 5 days of the complaint being filed at mediation/arbitration. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.
6. Once a written complaint has been filed the UWU shall have the right to seek remedial action for the UWU member pending the conclusion of the complaint. The UWU member will not be re-assigned or transferred without consent by the UWU.
7. The foregoing protocol does not prejudice the Parties in regards to their respective interpretations of Clause 1.3 of the Collective Agreement nor protections under the *Workers Compensation Act*.

**MEMORANDUM OF AGREEMENT 8****RE: REDUCTIONS IN GREENHOUSE GAS (GHG) EMISSIONS  
AND  
REDUCED FUEL CONSUMPTION INCENTIVE**

The parties recognize the need and benefit of reducing emissions resulting from consumption of fuel by vehicles required for work. Every litre of gasoline consumed produces 2.4 kg. of carbon dioxide (CO<sub>2</sub>), thereby contributing to the adverse effects of climate change. The parties endorse the principles of the Kyoto Accord, in particular the Canadian national target of reducing individual GHG emissions by one tonne per annum.

To help achieve these objectives, the parties agree to the following incentives:

1. Individual reduction of fuel consumed:

The value of anticipated reduction in fuel consumed by replacement of vehicles currently provided by regular employees for employment with vehicles which consume less fuel using the following method:

(a) The savings in fuel payable to the employee shall be determined by subtracting the annual fuel consumption for the replacement vehicle from the annual fuel consumption of the previous vehicle as indicated in the NRC Fuel Consumption Guide. The price per litre shall be determined by the reference to the most recent gasoline price data available from Statistics Canada (alternative: price of mid-grade gasoline at the Canada Way Esso station) on the date the replacement vehicle is registered with the union. This payment only applies to the purchase of vehicles which consume less fuel.

(b) Replacement vehicles must meet the requirements of the collective agreement.

(c) Current vehicles or replacement vehicles which cannot be found in an applicable NRC Fuel Consumption Guide must have their annual consumption rate determined by mutual agreement.

2. The employee shall be paid a one-time lump sum equivalent to 100% of the annual anticipated fuel reduction cost as calculated in 1(a).
3. It is agreed and understood that an employee is not eligible to receive this payment in combination or in addition to Memorandum of Agreement # 13.
4. This Memorandum of Agreement shall remain in effect for the term of the agreement.

**MEMORANDUM OF AGREEMENT 9****RE: REDUCTIONS IN GREENHOUSE GAS (GHG) EMISSIONS  
AND  
ELECTRIC VEHICLE INCENTIVE**

The parties recognize the need and benefit of reducing emissions resulting from consumption of fuel by vehicles required for work. Every litre of gasoline consumed produces 2.4 kg. of carbon dioxide (CO<sub>2</sub>), thereby contributing to the adverse effects of climate change. The parties endorse the principles of the Kyoto Accord, in particular the Canadian national target of reducing individual GHG emissions by one tonne per annum.

To help achieve these objectives, the parties agree to the following incentive to recognize the reduction of fuel consumed with the replacement of gasoline powered vehicles currently provided by regular employees for employment with an electric vehicle ("e-vehicle"):

1. For the purpose of the incentive, the replacement vehicle is an e-vehicle, and does not include a hybrid, or hybrid plug-in e-vehicle.
2. Employees should receive approval from the Human Resources Department prior to purchase of an e-vehicle, which must otherwise meet the requirements for employee vehicles as set out in the Collective Agreement.
3. Upon replacement of the gasoline powered vehicle currently provided by the regular employee with an e-vehicle, the employer shall pay to the employee a one-time lump sum of \$5,000.
4. Employees shall be required to use the e-vehicle for which they receive the incentive payment for at least four (4) years from date of purchase. Should an employee move back to a gasoline powered vehicle during this period, they shall repay a prorated portion of the incentive to the employer.
5. Employees shall only be entitled to receive this incentive payment one time.
6. It is agreed and understood that an employee is not eligible to receive this payment in combination or in addition to Memorandum of Agreement # 12.
7. The parties agree that the Employer is under no obligation to provide charging stations for e-vehicles.
8. This Memorandum of Agreement shall remain in effect for the term of the agreement.
9. This Memorandum of Agreement shall apply to vehicles purchased on or after June 1, 2018.

**MEMORANDUM OF AGREEMENT 10****RE: EXPRESSIONS OF INTEREST**

Twice a year the BCGEU shall canvass employees who are interested in being considered for temporary back-fill assignments as assistant coordinators, coordinators and/or regional coordinators through an Expression of Interest (**EOI**).

The BCGEU shall additionally seek **EOI's** from employees for appointments to assignments such as the Privacy Officer or lead negotiator for sectoral bargaining when these appointments or assignments become available.

The BCGEU will include in the **EOI** that **Indigenous workers**, workers of colour, women, 2SLGBTQI+ workers and workers with disabilities are encouraged to submit expressions of interest.

**Seven days after the deadline for EOI the BCGEU will provide the JEEC with the following data:**

- (1) **Total number of employees expressing interest per department; and**
- (2) **Total number of self-identified IBPOC employees expressing interest per department.**

**The BCGEU will provide the following information to the JEEC and the union on a quarterly basis:**

- (1) **Position title; and**
- (2) **The name of the employee(s) who was offered the temporary backfill assignment.**

**MEMORANDUM OF AGREEMENT 11****RE: EQUITY APPOINTMENTS**

The BCGEU and the **Union** support **increasing** the diversity of **employees** employed by the BCGEU. In order to **achieve better representation of equity groups** into regular positions, the BCGEU and the **Union** agree to the following **with respect to hiring, promotion and movement of employees into temporary or regular positions:**

- (a) For the purposes of this MOA, the equity group(s) are **Indigenous**, Black, and People of Colour and the departments lacking diversity are **Field Services, Organizing, Learning & Occupational Health & Safety, and Communications**. The parties may mutually agree to add other equity groups or departments.
- (b) In mutually agreed to departments, for temporary and regular postings and where no regular employee applies, the BCGEU may directly appoint an applicant from an identified equity group to the position and the appointment procedure in Article 11.3 (Appointment Procedure) will not apply. The BCGEU may utilize this direct appointment whenever there is a qualified equity applicant, where no qualified regular employee has applied, and where the last two postings in the relevant department have not been filled by direct appointment. The parties may agree to alter this formula to support the goal of this Memorandum.

- (c) Postings that the BCGEU may directly appoint an applicant pursuant to (b) will contain in the posting that the direct appointment procedure contained in MOA 11 Re: Equity Appointments **may apply**.
- (d) Should two qualified applicants from an identified equity group apply for a posting and the BCGEU wish to directly appoint pursuant to (b) above, Article 11.3 (Appointment Procedure) will be applied to determine the successful equity applicant. **All applicants from the equity groups will be invited to participate in the interview process.**
- (e) In order to increase accessibility to posted positions for identified equity groups through the Article 11.3 Appointment Procedure, in mutually agreed to departments, for temporary and regular postings and where no qualified regular employee applies, and where the BCGEU determines that the candidates have met the qualifications of the position, the highest scoring equity candidate who scores within 10% of the highest scoring non-equity candidate will be awarded the position.
- (f) In promotional job competitions through the Article 11.3 Appointment Procedure, in mutually agreed to departments, where the BCGEU determines that the candidates have met the qualifications of the position, the highest scoring equity candidate who scores within **10%** of the highest scoring non-equity candidate will be awarded the position.
- (g) This MOA will remain in effect until such time as the UWU bargaining unit in the agreed to departments more closely reflects the BCGEU membership makeup of equity groups. This will be based on data gathered by the BCGEU and provided to the UWU.
- (h) **Job selection spreadsheets will be provided to the JEEC quarterly which will include the following information for each posting:**
- (1) **Position**
  - (2) **Incumbent**
  - (3) **Successful Applicant**
  - (4) **Effective Date**
  - (5) **MOA 11 points applied**
  - (6) **Direct Appointment**
  - (7) **How many IBPOC applicants applied on posting.**

## MEMORANDUM OF AGREEMENT 12

### RE: IBPOC EQUITY PRACTICUM PILOT PROJECT

The BCGEU and the UWU support continuing to increase the diversity of UWU members employed by the BCGEU.

1. In order to increase access for employment at the BCGEU for equity groups, the BCGEU agrees to create at least six one-year term practicums over the next three years. Only Black, Indigenous, or

People of Colour ("IBPOC") candidates will be considered for the practicums over this period of time. **The successful candidates will be called Practicum Staff Representatives (PSR).**

2. The practicums will be open to BCGEU members through expressions of interest. Should there be no suitable expressions of interests received, the BCGEU, after consultation with the Joint Employment Equity Committee ("JEEC"), may fill the practicum positions with BIPOC candidates who are not BCGEU members. All BIPOC members of the BCGEU, including members currently approved for temporary staff assignments will be entitled to apply for the practicums.
3. In the initial year of the pilot project, two practicums will be established in the Field Services department. Thereafter, the BCGEU will determine the locations and departments that the practicums will be assigned to in consultation with the JEEC. The parties agree to consider expanding the project beyond two practicums in subsequent years.
4. The BCGEU will make every effort to complete hiring for the first two practicums prior to January 1, 2022.
5. The JEEC will mutually agree to criteria for evaluation of the expressions of interest. **The BCGEU agrees to prioritize candidates with lived experience. Personal knowledge about the world gained through direct, first-hand involvement in everyday events rather than through representations constructed by other people. It may also refer to knowledge of people gained from direct face-to-face interaction rather than through a technological medium (university or college education should not be a requirement).**
6. The JEEC will evaluate and recommend candidates to the BCGEU based on the mutually agreed to criteria. All evaluation of candidates by the JEEC will be done on an anonymous basis except that the JEEC will receive confirmation of how the candidate meets the requirement of being a BIPOC worker.
7. **The BCGEU will make every effort to reach consensus with the JEEC committee but the BCGEU retains the right to make the final determination of successful candidates.**
8. The BCGEU shall require candidates to complete a two week work experience program in a field services office prior to selecting the successful candidates.
9. In order to ensure a successful practicum, the BCGEU shall provide to the practicum employee access to training and mentoring during the practicum. Practicum employees shall be assigned to different departments or work locations during their practicum in order to meet these requirements. **The BCGEU will make every effort to pair up the PSR with an IBPOC Employee. The BCGEU recognizes that mentoring requires additional time and they will be open to discussion regarding the workload. A checklist will accompany the PSR through their practicum to ensure benchmarks are being achieved.**
10. A BIPOC mentor will be available to practicum employees during their practicum. The BCGEU shall canvass for BIPOC mentors through an expression of interest. Roles and responsibilities of the BIPOC mentors will be proposed by the JEEC. **At the beginning of the placement, the PSR will be given their choice of mentor. The mentor will provide support and guidance throughout the PSR's practicum.**

11. Practicum employees will be formally evaluated every three months during the practicum. Practicum employees shall also meet with their coordinator on a monthly basis to ensure they are receiving the experiences, training, and mentorship necessary for success during the practicum. **The PSR will also have the right to have their mentor attend these meetings.**
12. The BCGEU retains the right to dismiss a practicum employee who is not meeting project standards and who has been given a reasonable opportunity to correct identified deficiencies. In such cases, the test for rejection shall be the suitability for continued employment viewed through an equity lens and with consideration of the purpose of this project.
13. **The PSR** will be paid in accordance with Appendix B-4.
14. **The PSR** will be eligible for all collective agreement entitlements applicable to a Temporary Staff Representative in a one-year job posting except for the right to apply on posted regular or temporary positions in the first 11 months of their practicum.
15. **The PSR** will be considered supernumerary employees to the departments they are assigned and will not result in any layoffs or failure to recall an employee pursuant to Article 10.2 (Recall).
16. During the six month period prior to the end of the pilot project, the parties shall evaluate and determine whether to renew the project.

### MEMORANDUM OF AGREEMENT 13

#### RE: RV OPERATORS

The parties recognize that the BCGEU requires, from time to time, temporary employees to operate the BCGEU RV. These positions are required as and when needed, depending on the use of the BCGEU RV. Due to the unpredictable nature of this work, the parties have agreed that the BCGEU shall maintain a list of trained temporary RV drivers to whom the work may be assigned.

The BCGEU shall, periodically, post these positions externally for a minimum of seven days. Successful applicants to the competition shall be placed on a list of eligible operators and shall be orientated and trained on the BCGEU RV. The primary role of the RV operators will be to drive and maintain the RV for BCGEU sanctioned events.

Temporary RV operators will report directly to the coordinator of facilities.

Where the BCGEU requires a temporary employee to operate the BCGEU RV, the following provisions shall apply:

1. The RV operator will be paid an hourly rate of the Temporary Building Representative ([MSR1] rate).
2. RV operators will work an average of 75 hours over a two-week period. The maximum daily hours shall not exceed 12 hours per day (including unpaid meal periods) and no more than six hours of driving time per day.

3. Overtime will be compensated at time and one half and will be paid for any hours worked over the averaging period of 75 hours or maximum daily hours [12 hours]. This position will not be eligible to claim overtime pursuant to Article 12.4.
4. This Memorandum of Agreement shall remain in effect for the term of the Agreement.

#### MEMORANDUM OF AGREEMENT 14

##### RE: EARLY INTERVENTION PROGRAM (EIP)

The parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

1. Goals of the Early Intervention Program ("EIP") are:
  - a) to initiate early contact with the ill/injured employee to convey the message that employees are valued;
  - b) to identify and provide appropriate case management of the ill/injured employee's health issues;
  - c) to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through an early return to work plan; and
  - d) to reduce the costs of wage indemnity ("WI"), long-term disability ("LTD") and workers' compensation claims.
2. Joint Steering Committee (the "Committee")
  - a) A Committee comprised of three representatives of the Union and three representatives of BCGEU shall be established within 30 days of ratification of the renewal agreement. The purpose of the Committee is to develop an agreement for the delivery/implementation of an EIP that has a case management component. The Committee shall call upon advisors, as required, and work with the BCGEU Human Resources Department and EIP provider.
  - b) Participation in the Committee shall be without loss of pay.
  - c) The Committee will be established with the following mandate:
    - develop the policies of the EIP, including the roles of the EIP provider, BCGEU, employee, BCWU, and EIP BCWU representative;
    - implement the EIP developed by the Committee by December 31, 2021;
    - promote the EIP to employees in the BCWU unit;
    - develop and implement a communications plan for the EIP;
    - receive and analyze quarterly data reports to evaluate the effectiveness of the EIP and its impact on WI and LTD claims discuss issues arising from the implementation of the EIP;
    - establish the forms that will be used in EIP; and

- determine who the EIP provider will be.
- d) Confidentiality and the right to privacy protection is an important guiding principle of the EIP. The Committee will develop procedures and policies regarding what information is collected, from whom, under what circumstances it is shared, where and for how long it is stored. The EIP provider will hold and protect confidential medical information. The EIP provider will share only medical limitations, restrictions and prognosis with the BCGEU.
  - e) The WI plan administrator will administer and provide the EIP unless the Committee agrees to a different EIP provider.
  - f) In the event the Committee cannot agree on the elements of the EIP including the EIP provider, they may refer the matter to mediation or expedited arbitration to resolve any disputes regarding the development or implementation of the EIP.
  - g) In the event that the MoveUP Unit also participates in the EIP, they will be invited to participate on the Committee.

### 3. Participation in the Early Intervention Program

An ill/injured regular employee shall participate in the EIP and cooperate by:

- a) completing all required forms;
- b) speaking with the EIP case manager and/or BCWU representatives to discuss the potential for return to work or accommodation plans; and
- c) participating in an agreed upon early return to work/accommodation plan if approved by the ill/injured employee's physician; and
- d) cooperating with any recommended medical and rehabilitation interventions plans, if approved by the attending physician.

### 4. Early Intervention Program BCWU Representative

- a) Employees participating in the EIP, should they choose, shall have access to an EIP BCWU representative;
- b) The EIP BCWU representative will be provided access to the EIP case manager and the employee's EIP case management file.
- c) The BCWU shall appoint the EIP BCWU representative(s). The EIP BCWU representative has the right to assist employees participating in the EIP without loss of pay should they be employed by the BCGEU.

### 5. Compliance

The EIP program will comply with applicable legislation and case law, collective agreement provisions, and EIP policies and procedures.

### 6. Dispute Resolution Process

- a) All case management disputes will be subject to the expedited arbitration process.

- b) The interpretation, application, operation or any alleged violation of the EIP are subject to the grievance and arbitration procedure set out in the collective agreement.

### **MEMORANDUM OF AGREEMENT 15**

#### **RE: LOWERING BARRIERS**

The parties recognize the benefit of lowering barriers for employees who face challenges in performing their job duties and may have various medical needs. Accordingly, the BCGEU commits to a more informal process for assisting employees who require short-term assistance in completing necessary job tasks as follows:

1. Employees may request, from their coordinator, approval for short-term informal arrangements, including but not limited to support in recording pertinent information from larger meetings.
2. Employees making these requests will not normally be required to provide medical information to the BCGEU. Employees shall be assumed to meet the criteria and the BCGEU will not require substantiation of a medical status absent reasonable cause to do so.
3. Approval is subject to operational requirements and the BCGEU commits to finding methods, technological or otherwise, to meet these requests.
4. Employees requiring ongoing or specific accommodations should continue to contact the Human Resources Department.

### **MEMORANDUM OF AGREEMENT 16**

#### **RE: JOB SHARE AGREEMENT (JSA)**

The following outlines what steps a regular employee in the BCWU unit must take when seeking approval for a job share arrangement.

A job share is an arrangement between two regular part time employees who voluntarily agree to perform the duties of a position previously performed by one regular full-time employee. A job share agreement (JSA) refers to a specific written agreement setting out the names of the participants, the position to be shared, how job duties and responsibilities will be shared, and the length of time for which the JSA shall be in effect. This arrangement shall be extended by mutual consent of the job share partners and the BCGEU.

1. Participation
  - (a) A job share arrangement must be by mutual consent of the parties.
  - (b) Participation of employees under these provisions shall be voluntary.

- (c) Participation shall be limited to regular employees who have completed their probationary period.
  - (d) Any JSA shall not result in any increased costs to the BCGEU.
  - (e) The position being proposed for job share must currently be filled by one of the two partners proposing the JSA.
  - (f) The JSA partners must be qualified for the position to be shared; at the same classification level; and performing their current duties satisfactorily. Should an employee at a higher classification level elect to job share in a position at a lower classification, they shall receive the rate of pay for the job.
  - (g) Regular employees wishing to establish a JSA must jointly submit a written proposal to the BCGEU outlining the reasons for the arrangement, its feasibility, and operating details necessary to implement it such as commencement date, duration of the JSA and how job duties and responsibilities may be shared;
  - (h) Each JSA shall be subject to an initial trial period of six months.
  - (i) If the trial period is successfully completed, the job share arrangement shall continue unless terminated pursuant to section 7 of this memorandum.
2. Regular Full-Time Positions Maintained
- (a) Shared positions shall, in all respects, be treated as though they were single positions with regard to scheduling and job descriptions.
  - (b) Where a vacancy becomes available as a result of an employee participating in a JSA, that position shall be filled by a single individual.
  - (c) Upon expiry of the JSA, the shared position will revert to full time with the incumbent having the greatest service seniority having first right to the position.
3. Benefits
- The incumbents of a JSA shall will be required to detail how benefit coverage will apply. Under no circumstance will the cost of benefits for both incumbents exceed the cost to the BCGEU for one employee.
4. Sickness/Vacation Relief and Extended Absences
- (a) Where a job share partner is absent for a period less than three months where notice can be given and/or due to leave pursuant to Article 15 - Vacations, and Article 16 - Leave, the absence will be covered by the job share partner working the full requirements of the position.
  - (b) Where a job share partner is absent for a period less than three months due to sick leave and/or leave where notice cannot be given to the BCGEU, the remaining partner shall be given

adequate time to make arrangements to work full time in the position. This "*adequate time*" shall be by mutual agreement.

- (c) If one of the job share partners is absent on a continuous basis in excess of three months, the JSA will be terminated.
- (d) Notwithstanding (c) above, where one job share partner is absent due to maternity, parental, or adoption leave, the vacancy shall be filled by a temporary employee unless the remaining incumbent chooses to work full time.

5. Training

Job share partners will have the same access to training required to perform their regular duties as other full time employees.

6. Seniority

(a) If a JSA is terminated, the employee with the greater service seniority will be given the opportunity to work full time in the position. The employee will have one week to exercise their option under this provision. If the employee accepts to stay in the full-time position, the other job share partner with the lesser service seniority will be subject to the layoff and bumping provisions of clause 10.4 in the collective agreement.

(b) If the incumbent with the greater service seniority declines to accept the full time position, they shall be laid off, subject to clause 10.4 as referenced in (a) above. In this event, the job share partner with the lesser service seniority will stay in the full time position.

7. Termination of Job Sharing Arrangement

A JSA shall be terminated upon 30 days' notice for any of the following reasons:

- (i) upon the written request of either one or both job share partners;
- (ii) the BCGEU has bone fide operational reasons;
- (iii) section 4(c) of this memorandum.

**MEMORANDUM OF AGREEMENT 17**

**RE: EQUITY RECRUITMENT**

The parties agree that they have a mutual interest in continuing to increase the diversity, equity, and inclusion of staff at the BCGEU.

Accordingly, the BCGEU agrees to continue working with the Union to prioritize recruitment of Indigenous, Black, and People of Colour (“IBPOC”) individuals and seek proactive recruitment strategies to increase IBPOC representation at all levels of employment.

**MEMORANDUM OF AGREEMENT 18**

**RE: PSYCHOLOGICAL HEALTH & SAFETY COMMITTEE**

The Parties agree that a Psychological Health and Safety Committee shall be maintained in accordance with the Terms of Reference agreed to by the Committee.

**MEMORANDUM OF AGREEMENT 19**

**RE: CONVERSION**

Effective April 1, 2023, temporary employees will commence accruing continuous employment for the purposes of this Memorandum of Agreement.

Temporary employees who have worked the equivalent of 15 months in an 18-month period in one position shall be offered the next available regular vacancy for that position within their geographic area, provided that the position has not been filled by an existing regular employee.

For the purposes of this MOA, the Lower Mainland Area Office, the Fraser Valley Area Office, and Headquarters are considered the same geographic area.

The Parties acknowledge nothing in this article compels the BCGEU to create new regular positions.

**MEMORANDUM OF AGREEMENT 20**

**RE: BUDGET SUBMISSIONS**

The parties agree that during the term of this Collective Agreement, the UWU shall be entitled to make two budgetary submissions regarding staffing.

Those submissions shall be included in a draft budget for consideration by the BCGEU Provincial Executive, and the UWU President or designate shall be entitled to attend at a meeting of the Provincial Executive and speak to the budgetary submissions.

The parties further agree that nothing in the Memorandum of Agreement alters the Constitutional financial responsibility of the Provincial Executive.

**LETTER OF UNDERSTANDING 1****RE: POSITION ON BCGEU FINANCE COMMITTEE**

The BCGEU agrees to add one position on the BCGEU Finance Committee for the President of the Local Union Chair of the UWU Unit Committee or their designate. The position will carry voice but no vote.

**LETTER OF UNDERSTANDING 2****RE: STAFF INCIDENTAL EXPENSES**

Notwithstanding Section 9.6(b) of the BCGEU Financial Manual, incidental expenses for employees are claimable when a Representative qualifies for reimbursement for two (2) meals in a calendar day pursuant to Sections 9.5(a) and/or 9.5(d) of the BCGEU Financial Manual. The receipted meal expense referenced in Section 9.5(c) does not qualify as one of the two (2) meals.

For the purposes of the foregoing, submission of a hotel receipt, as outlined in Section 9.6(b) of the BCGEU Financial Manual, shall not be required.