

MEMORANDUM of SETTLEMENT

between

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

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, 378 (MoveUP)

Term: April 1, 2021 – March 31, 2023

E&OE

MEMORANDUM OF SETTLEMENT

BETWEEN:

B.C. GENERAL EMPLOYEES' UNION (hereinafter called the "BCGEU"),

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, 378 - MoveUP
(hereinafter called the "Union").**

All clauses in the current collective agreement will remain unchanged unless amended as set out in this document.

The attached documents form the basis of the new collective agreement and are summarized as follows:

HOUSEKEEPING (NEW – AGREED TO)

All underlining from 2017 bargaining needs to be removed. All language that is struck through from the 2017 negotiations needs to be removed.

Change BC Government and Service Employees' Union (BCGEU) to B.C. General Employees' Union (BCGEU) throughout the entire collective agreement

Article 2.12 (v) Trainee Union Rep Leave

Article 3.2 (c) Remittance of Deductions

Article 5.15 Retired Employees for Temporary Employment

Article 7 Statutory Holidays

Article 8.4 (g) Annual Vacations

Article 9.1 Maternity, Adoption and Parental Leave

Article 9.6 Gender Transition Leave

Article 9.15 Domestic Violence Leave

Article 10.1 Entitlement

Article 12 Health & Welfare

Article 15 Classifications

Article 17.5 (h) Promotions and Postings

- Article 19.9 Workload**
- Article 21.1 Discrimination and Harassment**
- Article 23.6 Joint Labour Management Committee**
- Article 24.10 Expedited Arbitration**
- Article 25.1 Impact of Legislation**
- Article 26 Duration**
- Appendix A Classification Wage Rates**
- MOA 1 Re: Early Intervention Program**
- MOA 2 Re: Remote Work**

**SIGNED ON BEHALF OF
THE BCGEU:**

**SIGNED ON BEHALF OF
MoveUP:**

 Thom Yachnin
 Director

 Trevor Hansen
 Union Representative

 Lisa Trolland
 Coordinator, Human Resources

 Phillip Bargaen
 Union Representative

 Sharon Penner
 Administrator, Human Resources

 Meaghan Morrice
 Bargaining Committee

 Jennifer Ferguson
 Administrative Assistant, Human Resources

 Doris Stowe
 Bargaining Committee

 Amy Turton
 Bargaining Committee

Dated this _____ day of _____, 2021.

ARTICLE 2 – BARGAINING UNIT AND RECOGNITION**2.12 Time off for Union Business**

- (a) Where operational requirements permit, the BCGEU agrees to grant leave of absence without pay and without loss of vacation or seniority upon seven days written notice:
- (i) to an elected or appointed delegate of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (ii) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (iii) to the employees elected or appointed pursuant to clause 2.11(a) of this article to attend meetings of the bargaining committee;
 - (iv) to employees enrolled in training courses sponsored by the Union.
 - (v) **to up to two (2) employees per calendar year requested by the Union to serve as a Trainee Union Representative. These leaves will not exceed two (2) continuous months unless otherwise agreed to by the Employer.**

ARTICLE 3 - UNION SECURITY UNION SECURITY**3.2 Union Dues**

- (a) The BCGEU agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the 15th of the following month, together with a list of all employees from whom such deductions were made. A copy of this list shall be forwarded to the Union.
- (b) Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the BCGEU agrees to terminate employment of said employee after seven days from the date of notice.
- (c) **All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.**

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) **New hires**
- (ii) **Terminations**
- (iii) **Promotions**
- (iv) **Demotions**
- (v) **Lateral transfers**
- (vi) **Salary revisions**
- (vii) **Employees on extended leave of absence**

Such information shall be supplied by the employer and in a form acceptable to the parties.

3.2 BCGEU and Union to Acquaint New Employees

- (a) The BCGEU agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the collective agreement. The BCGEU will provide Membership Application and Union Dues Deduction Authorization forms to new employees for their completion and signing at the time of employee orientation. The BCGEU will forward the documents to the Union as soon as possible.
- (b) A new employee shall be advised of the name and location of the steward. Where operational requirements permit, the BCGEU agrees to introduce the new employee to the steward, who shall be given 15 minutes with the new employee to provide them with a Collective Agreement and a brief orientation to the Union.

3.3 Contracting Out

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

3.4 Exclusions

The BCGEU will not exclude bargaining unit positions during the term of this Agreement.

3.5 Employee Information

The BCGEU will provide copies of all Human Resources Action Notices to the Union.

ARTICLE 5 – TEMPORARY EMPLOYEES

5.1 Letter of Appointment

A temporary employee shall receive a letter of appointment clearly stating the employment status, hours of work, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the Union Office.

5.2 Seniority Rights

For the purpose of layoff and recall, a temporary employee who has worked in excess of 880 hours shall accumulate seniority as a temporary employee.

All hours worked at the straight time rate shall be converted to the equivalent shift for regular employees to establish seniority.

Upon completing 880 hours, a temporary employee's seniority shall include the accumulated 880 hours.

5.3 Temporary Seniority

Temporary employees' seniority shall mean the total length of accumulated service with the BCGEU as a temporary employee from April 5, 2011 forward. Upon appointment to a regular position, and upon successful completion of the probationary period, the employee shall be credited with their temporary seniority for the purpose of service seniority.

5.4 Loss of Seniority

A temporary employee will lose seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than six months.

5.5 Layoff and Recall

- (a) Layoff of temporary employees shall be by classification in reverse order of seniority pursuant to the layoff and recall units outlined in Article 18.
- (b) Recall shall be in order of seniority, provided the temporary employee is qualified to carry out the work which is available. Recall shall be pursuant to the layoff and recall units outlined in Article 18.

5.6 Application of Agreement

The provisions of Articles 7, 8, 9, ~~10~~, 12, 16, 17 and 18 of this Agreement shall not apply to temporary employees. Except as otherwise indicated, the provisions of the remaining articles of this Agreement apply to temporary employees.

5.7 Health and Welfare Benefits

- (a) Compensation to temporary employees in lieu of health and welfare benefits shall be increased by 2¢ per hour to 69¢ per hour effective April 1, 2020.
- (b) Temporary employees who are paid 1758 hours at straight time rates in a 15 month period shall be eligible for Medical, Dental, Extended Health and Group Life benefits under the collective agreement. To maintain coverage a temporary employee must maintain seniority and be paid 1160 hours at straight time rates in a 12 month period except when on approved leave of absence. Coverage shall be provided commencing with the first full calendar month of the appointment and ending with the last partial month.
- (c) Temporary employees on Maternity, Adoption, or Parental Leave, as provided by the *Employment Standards Act*, may maintain benefit coverage by payment of premiums for the benefits being maintained.

5.8 Statutory Holidays

Temporary employees who have:

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

shall be compensated for statutory holidays.

5.9 Annual Vacations

- (a) A temporary employee will be entitled to receive annual vacation at the rate of six percent of their basic pay. Temporary employees shall receive the unused portion of annual vacation upon termination or on the first pay date following January 31st of the year following the taxation year the vacation was earned.
- (b) A temporary employee scheduled for full-time or part-time work and who has completed six months of employment will be entitled to opt for vacation entitlement.

5.10 Applying for Positions

Temporary employees, provided they are qualified for the position, shall have the right to apply for any positions, as outlined in clause 17.2(a), and shall be given preference over ~~outside~~ external candidates, subject to all the conditions of this Agreement. Temporary employees shall be entitled to access the Union Observer for posted positions upon request as provided for in clause 17.6.

5.11 Leave and Jury Duty

Temporary employees are entitled to pregnancy leave, parental leave, family responsibility leave, compassionate care leave and jury duty as provided by the *Employment Standards Act*.

5.12 Bereavement

Temporary employees are entitled to bereavement leave as provided by Clause 9.2.

5.13 Shift Assignment Procedure

- (a) Temporary employees, who have accumulated seniority as outlined in clause 5.2, will be scheduled to work available shifts within each layoff and recall unit outlined in Article 18 in order of seniority and provided the temporary employee is qualified to carry out the work which is available.
- (b) Temporary employees must make themselves available to work during the Prime Time Vacation Period outlined in clause 8.4(a)(ii). Temporary employees who are not available to work during the Prime Time Vacation Period will lose their seniority for the purpose of recall except if unavailability is due to one of the circumstances outlined in 5.13(f).
- (c) Notwithstanding (b) above, temporary employees who have completed six months of employment may schedule up to three weeks of unavailability during the Prime Time Vacation Period. This scheduling may only be done after the temporary coverage has been arranged for prime time vacation relief and regularly scheduled days off.

- (d) The BCGEU shall notify temporary employees, in seniority order, within each layoff and recall unit outlined in Article 18 as shifts become available.
- In the case of notification of available work during the Prime Time Vacation Period temporary employees will be notified, in seniority order, after March 15th of each year pursuant to clause 8.4(a)(ii).
- Temporary employees shall notify Human Resources within two working days after being offered the available work of their acceptance of the available work.
- (e) Temporary employees may also be called-in for emergency shifts. An emergency shift is a shift which occurs unexpectedly.
- (i) If a temporary employee is called about an available emergency shift and there is either no answer or there is a busy signal, the telephone number will be called a second time after 5 minutes.
 - (ii) If there is still no answer or a busy signal, the next most senior temporary employee within that unit will be called and offered the shift.
 - (iii) The first temporary employee, in seniority order, who can be contacted will be offered the available emergency shift.
- (f) Temporary employees who become unavailable for a scheduled shift for which they have accepted will lose their seniority for the purpose of recall, except in the following circumstances:
- (i) absence on a WCB claim, when such claim is made while employed by the BCGEU;
 - (ii) maternity or adoption leave;
 - (iii) bereavement; such leave shall not exceed five days;
 - (iv) illness or injury; proof of illness or injury may be required if the absence is greater than five days;
 - (v) illness of, or inability to obtain child care for a dependent child, where there is no one other than the employee at home who can care for the child. Proof of illness or inability to obtain childcare may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
 - (vi) jury duty;
 - (vii) medical, dental appointments;
 - (viii) approved leave under clause 5.9(b).

5.14 — Sick Leave

~~Temporary employees who are paid 1758 hours at straight time rates in a 15-month period shall be eligible for sick leave of 48 hours at 100% in a calendar year and prorated for partial calendar years.~~

5.15 Retired Employees for Temporary Employment

The BCGEU may utilize retired employees for temporary employment opportunities. Such employees will be governed by Article 5 of the Collective Agreement. However, retired employees shall not accrue temporary seniority as per Article 5.3 and not be entitled to recall rights as per Article 5.5.

The parties further agree that the use of retired employees is not intended to replace or supplant existing temporary employees and shall only be utilized where no other temporary employees are available to perform the work.

ARTICLE 7 - STATUTORY HOLIDAYS

7.1 Statutory Holidays

The BCGEU agrees to provide all regular employees with the following statutory holidays, without loss of pay.

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
May Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve

British Columbia Day

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The BCGEU further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off (or half day), without loss of pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the BCGEU and the employee.

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.

7.2 Weeks with Statutory Holidays

- (a) Should one of the above statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four-day week shall receive one day's basic pay at straight time for each statutory holiday or days in lieu of, listed in clause 7.1 above.
- (c) Based on operational requirements, subject to approval, an employee may opt to take their regular scheduled day off without pay, within a week containing a Statutory Holiday. Employees exercising this option must notify Human Resources

thirty (30) days or more prior to the Statutory Holiday in question.

Article 8 – Annual Vacations

8.1 Annual Vacation Entitlement

(a) Vacation Years One to Five

- (i) During the first 12 months service a regular employee shall earn 96 working hours paid vacation.
- (ii) Upon completion of six months service an employee shall be entitled to take all earned paid vacation entitlement or any portion thereof. Such vacation shall be deducted from the total earned entitlement for that year.
- (iii) Payment for vacation in (i) and/or (ii) above shall be the employee's basic pay at the time vacation is taken or six % of gross earnings for the period in which vacation was earned, whichever is greater.

(b) Vacation Year Six

Each regular employee who completes five years service shall earn 128 working hours paid vacation.

(c) Vacation Year Seven and Above

For each completed year of service in excess of five years, each regular employee shall receive eight working hours additional paid vacation to a maximum of 224 hours.

Vacation Year	Vacation Days	Vacation Hours
1 - 5	12	96
6	16	128
7	17	136
8	18	144
9	19	152
10	20	160
11	21	168
12	22	176
13	23	184
14	24	192
15	25	200
16	26	208
17	27	216
18 and thereafter	28	224

(d) Year of Retirement

Regular employees shall be entitled to full vacation entitlement in the year they retire.

(e) Payment for Vacation Entitlement

Payment for vacation entitlements outlined in clauses 8.1(b) and 8.1(c) shall be:

- (i) 128 and 136 hours – 8 % of gross earnings for the period in which vacation was earned or basic pay whichever is greater.
- (ii) 144 and 168 hours inclusive – 10 % of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.
- (iii) 176 hours and over – 12 % of gross earnings for the period in which vacation was earned or basic pay, whichever is greater.

Effective January 1, 1995 it is understood that gross earnings does not include overtime payments, vacation bonus or payments made in the previous calendar year under this Article.

8.2 Vacation Bonus

- (a) At the start of each new taxation year a regular employee shall receive a vacation bonus equal to four percent of basic salary received in the preceding taxation year. At the BCGEU's discretion, employees may be allowed to take paid time off equivalent to four percent of basic salary received in the preceding taxation year in lieu of the four percent vacation bonus. The vacation bonus shall be payable on the first pay date following January 31st.
- (b) Employees shall have the option of having the vacation bonus deposited directly into an RRSP account.
- (c) Upon termination, an employee shall be paid the vacation bonus on basic salary received from January 1st to termination date.
- (d) The employee shall make a written request five working days prior to the desired time off. Written confirmation from the BCGEU will be given within three working days after the receipt of the employee's request.
- (e) If the desired time off falls within the prime time vacation period, employees must submit their written request pursuant to clause 8.4(b).

8.3 Proration of Vacation Entitlement

Effective January 1, 2003, vacation entitlement shall not accrue for periods of unpaid leave of absence in excess of 160 hours at any one time or for periods of sick leave in excess of 320 hours at any one time, unless otherwise stated in this collective agreement.

8.4 Definitions and Scheduling

(a) Definitions:

- (i) Vacation Year - a vacation year shall be the calendar year commencing January 1st and ending December 31st.
- (ii) Prime Time Vacation Period - vacation scheduled during the period June 1st to and including the Labour Day Weekend, and the week immediately preceding December 25th.
- (iii) Vacation Schedule - vacation which has been scheduled and approved for the prime time vacation period.

(b)

- (i) Employees will be provided with their vacation entitlement for the vacation year by January 31st. Employees must submit their vacation requests for the prime time vacation period by March 1st. The approved vacation schedule, as defined in clause 8.4(a)(iii) will be posted by March 15th.
 - (ii) 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 will be given preference in the selection of vacation periods where the employee takes it in one unbroken period.
 - (iii) Employees wishing to split their vacations during the prime time vacation period, shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
 - (iv) For vacation requests for periods of time other than those falling within the prime time vacation period, the employee shall make a written request at least 10 working days prior to the vacation time desired. Written confirmation from the BCGEU will be given within five working days after receipt of the employee's written request.
 - (v) Requests for vacation, submitted by employees prior to the vacation schedule being posted, for time off which falls within the prime time vacation period, shall be considered their first choice pursuant to clause 8.4(b)(iii).
- (c) An employee who does not exercise their seniority rights by March 1st of each year shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
 - (d) An employee may carry over one week's vacation leave per year for three consecutive years, up to a maximum of three weeks.
 - (e) All vacations, once approved, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the BCGEU.
 - (f) Subject to scheduling requirements, employees shall be granted their vacation in consecutive weeks when requested.
 - (g) ~~Two days will be scheduled between the Boxing Day and New Year's Day statutory holidays to enable office closure. Notwithstanding clause 9.6(b), these days may be taken as vacation, vacation bonus, overtime or without pay at the discretion of the employee. These days will be scheduled with prime time vacation pursuant to clause 8.4.~~

8.5 Displaced Vacation

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

The employee shall notify Human Resources as soon as possible and in the case of illness, the employee shall provide a medical certificate upon return to work.

8.6 Borrowing Vacation

Employees with three years or more seniority shall be allowed to borrow up to an additional one weeks vacation not yet earned, pursuant to the following conditions:

- (a) the additional time must be scheduled pursuant to clause 8.4.
- (b) all vacation entitlement (including carryover pursuant to clause 8.4(d)), must be scheduled and used;
- (c) this option can only be exercised by an employee once every two years.

ARTICLE 9 - LEAVE OF ABSENCE

9.1 Maternity, Adoption and Parental Leave

An employee shall qualify for maternity, adoption and parental leave upon completion of the initial probation period.

(a) *Maternity and Adoption Leave*

- (i) An employee is entitled to leave of up to ~~15~~ **17 consecutive** weeks without pay.
- (ii) An employee shall notify the BCGEU in writing of the expected date of **birth** ~~the termination of her pregnancy~~. **Such notice will be given at least 10 weeks prior to the expected date of birth.**
- (iii) The period of leave **may commence up to thirteen weeks prior to the expected date of birth but** shall commence **no later than** six weeks prior to the expected date of **birth** ~~the termination of the pregnancy~~. ~~The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~
- (iv) The commencement of leave **at six weeks prior to the expected date of birth** may be deferred for any period approved in writing by a duly qualified medical practitioner **or registered midwife**.
- (v) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to ~~15~~ 17 weeks following the adoption of a child.
- (vi) **If an employee intends to commence maternity leave between thirteen and six weeks prior to the expected date of birth, an employee shall notify the BCGEU in writing at least four weeks before the employee proposes to begin maternity leave.**

(b) *Parental Leave*

- (i) Upon written request, an employee shall be entitled to **opt for either standard parental leave of up to ~~35~~ 37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.**
- (ii) Where both parents are employees of the BCGEU, they shall each qualify for up to ~~35~~ **37 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.**

- (iii) Such written request pursuant to clause 9.1(b)(i) above must be made at least four weeks prior to the proposed leave commencement date.
- (iv) Leave taken under this clause shall commence:
 - (i) in the case of a **birth parent** ~~mother~~, immediately following the conclusion of leave taken pursuant to clause 9.1(a);
 - (ii) in the case of the other parent, **immediately** following the birth or **placement of the adoptive** ~~adoption of the child. and begin within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.~~
 - (iii) **The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:**
 - a. **within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or**
 - b. **within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.**

Such leave request must be supported by appropriate documentation.

- (v) **An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.**

(c) ***Maximum Combined Entitlement***

An employee's combined entitlement to leave pursuant to 9.1 (a) and 9.1 (b) is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

(d) ***Benefit Waiting Period and Allowance***

- (i) Where an employee is entitled to take leave pursuant to 9.1(a) and/or 9.1(b) and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity or Parental benefits, the employee is entitled to a leave of one week without pay immediately before leave pursuant to 9.1(a) and 9.1(b) as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.
- (ii) An employee who qualifies for and takes leave pursuant to this clause shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

- (iii) **An employee who qualifies for and takes leave pursuant to 9.1 (a) and 9.1 (b) and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.**
- (e) *Maternity Leave Allowance*
- (i) In order to receive the Maternity Leave 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 leave allowance. An employee who qualifies for maternity leave pursuant to clause 9.1(a), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit ~~(SUB)~~ **(SEB)** Plan.
- (ii) Pursuant to the Supplemental Employment Benefit ~~(SUB)~~ **(SEB)** Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.
- (f) *Parental Leave Allowance*
- (i) In order to receive the Parental Leave 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. An employee who qualifies for parental leave pursuant to clause 9.1(b), shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit ~~(SUB)~~ **(SEB)** Plan.
- (ii) Pursuant to the Supplemental Employment Benefit ~~(SUB)~~ **(SEB)** Plan, **for those who opt for standard parental leave**, and subject to leave apportionment pursuant to clause 9.1(b)(ii), the **standard** parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weeks of **standard** parental leave allowance between them.
- ~~(iii) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them. If an employee opts for extended parental leave under Clause 9.1(b)(i), the maximum amount payable shall be equal to that they would have received under Clause 9.1(f)(ii) 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.

- (g) ~~In accordance with the changes made to the reduced EI waiting period, the BCGEU will pay the last week that follows the parental leave period at 85% of the employee's basic pay.~~

~~This results in the combined maternity and parental leave to remain a 52 week period.~~

- (g) An employee who returns to work after the expiration of leave pursuant to this Article, shall retain the seniority they had accrued immediately prior to commencing leave and shall be credited with seniority for the period of time covered by the leave.
- (h) If an employee maintains coverage for medical, extended health, dental and/or group life (employer paid amount only), the BCGEU agrees to continue paying the full cost of these premiums.
- (i) On return from leave, an employee shall be placed in their former position. Should the former position no longer exist, an employee shall be placed in a position of equal rank and basic pay.
- (j) Maternity leave for employees on their initial probation period shall be in accordance with the Employment Standards Act.
- (k) If an employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Article and remain in the employ of the BCGEU for a period equivalent to the leave, the BCGEU may recover monies paid under this Article.

9.2 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at the basic pay rate from the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days.

Where the disposal of remains occurs outside the province, an employee shall be entitled to an additional two days special leave to attend the funeral.

- (b) Immediate family is defined as an employee's parent, step-parent or foster parent, spouse, common-law spouse, fiancé, child, step-child or foster child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, 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 son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

9.3 Special Leave

Any regular employee not on leave of absence without pay shall be entitled to special leave at their basic pay rate for the following:

- (a) Attending wedding of the employee's child - one day
- (b) Birth or adoption of the employee's child - one day
- (c) Attending to:
 - (i) serious household emergency;
 - (ii) serious domestic emergency;
 - (iii) serious personal emergency,
which includes immediate family - up to one day per occurrence
- (d) Attend their formal hearing to become a Canadian citizen - one day
- (e) Attend funeral as pall-bearer or mourner - one half day per occurrence
- (f) Moving household goods and effects - one day per occurrence. *(This leave provision can only be exercised twice in one year.)*
- (g) Marriage of employee - three days
- (h) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - three days per calendar year *(this may be used in one half shift increments)*.
- (i) Court appearance for hearing of employee's child - one day.
- (j) Child custody hearing - one day per calendar year.

Two weeks notice is required for leave under subsections (a), (d), (f) and (g).

For the purpose of determining eligibility for special leave under (f), an employee will qualify if they are changing their place of residence and such day is their regular working day.

9.4 Family Illness Leave

1. In the case of illness of an immediate member of the family of an employee where there is no one other than the employee at home who can provide for the needs of the ill person, the employee shall be entitled, after notifying the BCGEU, to use up to four days for any one illness, substantiated by a doctor's certificate if required by the BCGEU.
2. Family illness leave may be utilized to take dependents to medical and dental appointments that cannot be scheduled on the employee's regularly scheduled day off.
3. Family illness leave shall apply to non-custodial children in the care of the employee.

9.5 Maximum Entitlement

Leave granted under clauses 9.3 and 9.4 shall not exceed 72 hours per calendar year, prorated for the first and last partial years.

9.6 Gender Transition Leave

A leave of absence without pay shall be granted for an employee undergoing gender transition. Such leave shall only be granted for an employee who would not otherwise qualify for benefits under Article 10. The timing and duration of the leave shall be mutually agreed to between the employee and the employer.

9.7 General Leave

- (a) A regular employee may apply for and where possible receive up to one year leave of absence without pay for emergency or unusual circumstances. Permission for such leave must be obtained from the BCGEU in writing and will not be unreasonably withheld.
- (b) Where operational requirements permit, a leave of absence without pay, up to one year, may also be granted for any other reason in which case approval shall not unreasonably be withheld. If such leave is granted, it will only be granted to employees who have two or more years of seniority and who have exhausted all vacation entitlement, (including carryover pursuant to clause 8.4(d)), and vacation bonus compensation pursuant to clause 8.2(a) for that calendar year.
- (c) Where operational requirements permit, a leave of absence without pay, up to one year, shall be granted for an employee to personally care for an aging parent(s). If such leave is granted, it will only be granted to employees who have two or more years of seniority.
- (d) Should the employee wish to return to work earlier than their original expected date of return they will provide the BCGEU with notice as follows:
 - (i) less than six months leave – two weeks
 - (ii) more than six months leave – one month
- (e) All benefits pursuant to this collective agreement will cease on the first day of the calendar month following the commencement of the leave.
- (f) Employees on a general leave may elect to maintain monthly health and welfare benefit premiums. If an employee does not elect to maintain monthly health and welfare benefit premiums, they may be subject to a requalifying period.

9.8 Jury Duty

Employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the BCGEU with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one day, shall not exceed the normal working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of the normal working hours, shall be considered overtime and paid as such.

The above provision shall also apply to an employee subpoenaed as a witness in a court action provided such action is not occasioned by the employee's private affairs.

9.9 CLC Winter School Leave

The BCGEU shall grant paid leave of absence equivalent to one week per calendar year for one member of the bargaining unit to attend the CLC Winter School. The Union member attending the Winter School shall be determined by the bargaining unit and leave will be granted subject to operational requirements.

9.10 Family 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 and nurturing of the employee's pre-school age children or an aging 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 six months;
- (c) the total leave granted under the 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 seniority for the period of the leave. Seniority earned prior to the leave shall be reinstated upon completion of a six month period of re-employment;
- (i) notwithstanding clause 17.2, an employee shall return to work in the first available vacancy for which they are qualified at their former category level or a lower category if they so choose. An employee shall have the option of being placed into an available temporary vacancy until a regular position becomes available. When filling a temporary vacancy, temporary terms and conditions shall apply.
- (j) all benefits pursuant to this collective agreement will cease for the period of the leave;
- (k) 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;
- (l) an employee must not engage in remunerative employment during the period of leave.

9.11 Leave for Medical or Dental Appointments

An employee will be allowed leave of absence with pay for medical or dental appointments that cannot be taken on a regularly scheduled day off. Where excessive travel is required, up to one day may be utilized, with approval. Such leave for medical or dental appointments shall not exceed 16 hours in any calendar year.

9.12 Donor Leave

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

9.13 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 26 weeks for the purpose of providing

care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding clause 16.6, there will be no interruption in the accrual of seniority and employees shall remain eligible for benefits provided for under Article 12 for eight weeks.

Note: 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 9.2, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments. There shall be no pyramiding of EI payments and bereavement leave with pay.

9.14 Leave of Absence for Political Office

- i. 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.
- ii. A staff member who is nominated as a candidate for Member of Legislative Assembly or Member of Parliament, or any local government or school board, 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.
- iii. If a staff member is elected to Political Office as a Member of Legislative Assembly or Member of Parliament, leave without pay shall be granted for a full legislative term, and any succeeding terms. They shall return to the first available position for which they are qualified.
- iv. 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.
- v. The staff member will suffer no financial loss if not placed in their original position and will be subject to red-circling upon return.
- vi. If a staff member is elected to a political office requiring only part-time duties, they will be granted leave of absence without pay to attend to the essential duties of that role on an as-needed basis. BCGEU will require advance notice of ten (10) business days for such leave. If insufficient notice is provided, BCGEU may approve or deny the leave on the basis of operational requirements.

9.15 Domestic Violence Leave

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

ARTICLE - 10 - WAGE INDEMNITY & LONG TERM DISABILITY**10.1 Entitlement**

~~Regular~~ Employees shall be entitled to coverage for short-term illness and injury and long-term disability as outlined in this Article.

10.2 Wage Indemnity Plan

- (a) Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at 75% of basic pay. Effective April 1, 2018, Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at 100% of basic pay.
- (b) Coverage shall commence on the first day of illness or injury. Doctor's verification of illness will be required after five consecutive work days of illness.
- (c) Employees on a four-day week on wage indemnity shall receive a top up allowance to their wage indemnity payment for a paid holiday sufficient to bring their gross income for that day to the equivalent of a day's regular basic pay. (Not applicable effective April 1, 2018)
- (d) For the first 48 hours in each calendar year, prorated for the first and last partial years, the BCGEU will top up the 75% Wage Indemnity Plan benefit to 100%. Thereafter, at the employee's option, the 75% benefit may be supplemented in quarter-day increments by the use of the following in descending order (Not applicable effective April 1, 2018):
 - (i) Vacation leave, banked overtime and vacation bonus.
- (e) 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.
- (f) In the event the carrier of the Wage Indemnity Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

10.3 Reporting Sick Leave

- (a) The employee shall notify the BCGEU as soon as possible of their inability to report to work because of illness or injury and shall make every reasonable effort to advise the BCGEU of the date of return to duty.
- (b) An employee absent from work through illness or injury shall, within seven days from the initial day of absence, submit a fully completed sick leave application form. The BCGEU may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over three working days.

The BCGEU may also request a report from a qualified medical practitioner if it appears that a pattern of absence is developing. Any doctor's report or certificates requested by the BCGEU shall be paid by the BCGEU, upon the production of a receipt.

- (c) An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff or locked out.

10.4 Long Term Disability Plan

- (a) Regular 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 \$6,500 per month.
- (b)
 - (i) Employees on long term disability will continue to be covered by group life, extended health, dental and medical plans.
 - (ii) Employees going on long term disability who, prior to commencing on the short term plan, had opted into the Public Service Pension Plan will continue to be considered an employee for the purpose of pension.
 - (iii) Employees will not be covered by any other portion of the agreement but will retain seniority rights should they return to active employment in accordance with clause ~~10.8~~ **10.5**.
- (c) In the event the carrier of the Long Term Disability Plan requests from the employee a medical report or certificate, the cost of producing the medical report or certificate shall be borne by the BCGEU.

10.5 Employee Status

- (a) A Long Term Disability recipient will retain employee status with the BCGEU during the first two years of long term disability, and shall accrue seniority during this period.
- (b) A LTD recipient who, at the end of the second year of long term disability, is certified by a physician as able to work, shall have the right to return to a position of equal rank and basic pay.
- (c) A LTD recipient not able to return to work at the end of two years of long term disability benefits may cease to be an employee of the BCGEU. Each case will be evaluated on its merits. However, health and welfare benefits will continue for the duration of the LTD claim.

10.6 Subrogation

Where an employee is entitled to make a wage loss claim against a third party for which the employee received or would receive benefits under this Article, the employee shall sign a reimbursement agreement with the Plan Administrator to be eligible for wage indemnity provided by clause 10.2

ARTICLE 12 - HEALTH & WELFARE BENEFITS

12.1 Medical Plan

The B.C. Medical Plan shall be made available to all regular employees and dependents desiring same. The BCGEU shall pay the full premium cost for the employee's coverage under such plan.

12.2 Dental Plan

A mutually agreeable dental plan shall be made available to regular employees and dependents, as presently defined in the Plan, desiring same. The premium costs shall be fully paid by the BCGEU. The plan shall provide the following benefits:

Plan A: 100% coverage

Plan B: 80% coverage

Plan C: 80% coverage with a ~~\$6,000~~ **\$7,000** lifetime maximum per patient

Effective April 1, 2018, 80% coverage with a \$7,000 lifetime maximum per patient.

Plan D: 50% to a maximum of ~~\$3,000~~ **\$4,000** lifetime.

The Union has agreed to allow the BCGEU to self insure.

12.3 Extended Health Care Plan

A mutually acceptable Extended Health Care Plan shall be made available to all regular employees and their eligible dependants at no cost to the employee.

This extended health care plan shall include, but not be limited to, the following:

- Acupuncture - \$200 per individual per year to a maximum of \$500 per family per year.
- ~~Chiropractor - \$450 per individual per year. Effective April 1, 2018, \$750 per individual 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.**
- Orthopedic Shoes or Foot Orthotics, one pair ~~per life time at 100%~~ **every 2 years for adults and one pair every year for children.** ~~Effective April 1, 2018, two pairs per lifetime at 100%.~~
- Psychologist/**Counsellor** - ~~\$500~~ **\$2,400** per year. Registered clinical counsellors, **Canadian Certified Counsellors and Registered Therapeutic Counsellors** are recognized in combination with registered psychologists.
- Hearing Aids - ~~\$1,000~~ **\$1,500** per ear, every four years for adults; \$1,000 per ear, every two years for children, **no deductible, 100% payment.** ~~Effective April 1, 2018, \$1,000 per ear, per person every two years.~~
- Vision Care – shall be ~~\$800~~ **\$1,500** per 24 months for adults and ~~\$400 per 12 months for children~~ with no change in the deductible portion.
- Employees will have the option of applying up to ~~\$800~~ **\$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 – to a maximum of ~~\$1,500~~ **\$2,000** per calendar year.

- Prescription Drugs – ~~80%~~ **100%** coverage for the first \$1,000 and 100% of the excess, ~~\$55.00 deductible per annum.~~ An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.
- Maximum ~~\$2,000,000~~ **\$3,000,000** for active employees. ~~Staff on Supplemental leave shall be considered active employees for the purpose of this clause.~~
- Coverage for tetanus, rubella, polio, measles, hepatitis "~~B~~" **A, B, and C** and influenza **and Covid related** inoculations.
- Coverage for contraceptives for reimbursement of prescriptions.
- Coverage for PSA testing as required by physician.
- Travel Medical Emergency Insurance
- 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.

~~To be eligible for the advance payment, you must be suffering from a terminal illness with a life expectancy of 12 months or less.~~

~~The remaining portion of the group life insurance will be paid to your designated beneficiary upon your death.~~

- See pamphlet for details of other coverage.
- **Where applicable, premium costs shall include coverage for the employee's spouse and/or dependents.**

12.4 Group Life Insurance

~~(a) All regular employees will be enrolled in a group plan providing life insurance coverage and accidental death and dismemberment benefits in an amount equal to three times the employee's annual basic pay. The BCGEU shall pay the full premium costs.~~

~~This coverage will include funeral costs for spouses (maximum \$5,000) and dependent children (maximum \$2500).~~

~~(b) Employees and spouses will be entitled to purchase Optional Group Life under this section at no cost to the BCGEU.~~

(a) Group Life (B.C. Government) Plan - two times annual salary.

(b) 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.

(c) Group AD&D Insurance (Union Business Travel) Policy

- Loss of Life \$100,000
- Supplementary Medical Expense \$2,500
- Temporary Total Disability \$150/per week

12.5 Medical Referral Travel and Accommodation Benefits

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

(a) Travel Benefit

- (i) 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.
- (ii) 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:
 - i. the actual amount for such transportation, or
 - ii. the amount which would have been paid if similar transportation were taken to Vancouver, B.C.
- (iii) Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending physician or surgeon.

(iv)

- (1) Accommodation and expenses in a commercial facility to a maximum of one hundred dollars (~~\$100~~) **(\$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 ~~\$700~~ **\$750** per trip.
- (4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at ~~\$100.00~~ **\$175** per day.
- (5) Meal expenses for the employee and attendant.**

(v) Cab/bus fares or car rental to and from the airport in the region, between the destination airport and accommodation and/or location of treatment, up to a maximum of ~~\$100~~ **\$300** per trip.

(vi) 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 (i), (ii), (iii) and (iv) in reference to an approved alcohol and drug rehabilitation institute, shall be reimbursed.

(b) Payment of Benefits

It is a condition for payment of benefits that the employee shall submit a completed claim form, receipts, 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.

(c) 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.

ARTICLE 15 - CLASSIFICATIONS

15.1 Salary Protection

Any employee whose position is reclassified to one with the lower salary through no fault of their own, shall receive 50% of the negotiated salary increase applicable to the employee's new classification. This shall be known as the employee's "*out-of-line differential*". Such employee shall receive the full negotiated salary increase when the maximum salary of their classification equals or exceeds the salary which they are receiving

15.2 Salary Determination

- (a) Where a new position is created or an existing position is substantially modified, the BCGEU will provide the Union with a new or changed job description. The Union and the BCGEU shall meet within 30 days to negotiate the salary for the new or substantially modified job if the Union does not agree with the salary established by the BCGEU.
- (b) If the BCGEU and the Union are unable to agree on a salary for the new or substantially modified job, the matter of the salary may be referred to the dispute resolution mechanism below.

15.3 Appeal of Current Duties and Salaries

Employees may bring any issues around their duties, responsibilities and ranking to the Joint Labour Management Committee. If the parties are unable to resolve the issues at the Joint Labour Management Committee, such issues may be referred to the dispute resolution mechanism below.

15.4 Classification Review Response Dispute Resolution Mechanism

If the Union and the BCGEU are unable to reach an agreement on new or a substantially modified position, or an issue referred pursuant to clause 15.3 above, the matter may be referred to a Classification Referee within 30 days for a binding decision.

15.5 Job Ranking System

Note: All employees who as a result of the ranking system fall into a lower wage level, shall be green circled as long as they remain in their current position.

CASUAL/TEMPORARY

(Level 1)

- *Temporary employees – overload work (e.g. filing, mail stuffing)*

ADMINISTRATION CLERKS

(Level 2)

- *Temporary employees - Mail Centre Clerk:* Duties may include processing mail, kit preparation, photocopying, answering phones, provide switchboard relief, operating office and mail centre equipment, typing lists, envelopes, memos and labels, keying in information, stuffing envelopes.

ADMINISTRATION SUPPORT**(Level 3)**

- *Administration*
 - File Registry Clerk
 - Mail Centre Clerk
 - Switchboard/Receptionist
 - Membership Records Clerk
- *Negotiations – Secretary*
- *Finance – Clerk – overload work*
- *Advocacy – Secretary*
- *Field Services – Temporary employees*
- *Organizing & Field Services*
 - Secretary – Organizing
 - Secretary – Education
 - Secretary – Occupational Health and Safety
 - Secretary – Victoria Area Office
 - Receptionist – Victoria Area Office
 - Secretary – Lower Mainland Area Office
 - Receptionist – Lower Mainland Area office
 - Receptionist – Fraser Valley Area Office
- *Research & Interactive Services - Secretary*

Duties may include maintaining files, statistics and records; answering general enquiries; receiving and distributing mail; operating switchboard; typing documents including forms, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; drafting replies to general correspondence; signing routine correspondence; making appointments and travel arrangements; taking minutes of meetings; maintaining files, logbooks, statistics and records; proofreading and correcting documents; operating office and mail centre equipment including photocopiers; updating and maintaining database information and producing reports; maintaining BCGEU website and calendars; responding to general enquiries and complaints.

SENIOR ADMINISTRATION CLERKS**(Level 4)**

- *Secretary – Facilities/Administration*
- *Membership Records Clerk*
- *Senior Mail Centre Clerk*
- *Travel Clerk*

In addition to the standard Administration support departmental duties other additional duties may include updating and maintaining database files; verifying rosters,

maintaining security codes and assisting with area office codes; calculating strike pay and maintaining and keeping up to date some accounts in the mailroom; travel agent duties.

EXECUTIVE, ADMINISTRATION AND FIELD SERVICES SUPPORT**(Level 5)**

- *Executive – Secretary*
- *Librarian*
- *Secretary – Conventions, Conferences & Travel*
- *Secretary – Areas 02, 05, 06, 07, 08, 09, 10, 11, 12*

Duties may include compiling reports and statistical data; performing bookkeeping duties; typing documents including forms, call notes, correspondence, agreements and reports from longhand, draft, dictaphone or shorthand; replying to general correspondence for own or other signature; responding to general enquiries and complaints; setting up and maintaining records and files for a particular area, member referral to online resources

**SENIOR DEPARTMENTAL CLERK,
REGIONAL SECRETARY AND FINANCE CLERK****(Level 6)**

- ***Administration***
- *Advocacy*
- *Finance*
- *Negotiations*
- ~~*Membership*~~
- *Field Services, Areas 01, 03 and 04*
- *Research & Interactive Services*
- *Regional Secretary – Regions 3 and 4*

In addition to duties **noted above at L3**, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems; reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising UWU representative; provides administrative support to Regional Coordinator in Regions 3 and 4.

ADMIN SUPPORT (IT)/ SDC Area 01, 03, & 04**(Level 7)**

- *Administration – IT Services:*
- *Administration – Data Management Clerk*
- ***Senior Departmental Clerks Area 01, 03 & 04 ** retroactive to January 1, 2021*****

Duties may include training staff on software programs and databases; providing PC and user support; assisting users with software applications, database and technical support; installing software and hardware.

SDC: In addition to duties noted above at L3, Senior Departmental Clerks' duties may include assigning non-routine work; monitoring and reporting performance problems;

reassigning work to resolve conflicting priorities; monitoring training/orientation of new employees; circulating vacation schedules; reporting to supervising UWW representative; provides administrative support to Regional Coordinator in Regions 3 and 4

ARTICLE 17 – HIRING, PROMOTION AND TRANSFER

17.5 Promotions and Postings

- (a) Where feasible, employees will be interviewed during the regularly scheduled hours.
- (b) All job selections for positions which are posted shall be made on the basis of knowledge, skills, experience.
- (c) In the event knowledge, skills, and experience are relatively equal, seniority shall be the deciding factor.
- (d) Upon promotion, an employee shall be paid the rate of the higher classification which recognizes the employees maximum length of service within the BCGEU.
- (e) In order to enhance consistency of service to members, regular employees must complete 1 year of service in their current position.
- (f) On written request, the BCGEU shall give an unsuccessful applicant, in writing, full reasons why the employee was not successful, no later than fourteen days after the request was made.
- (g) *Trial Period*

An employee promoted to a higher classification or transferred to another position within the bargaining unit shall be working on a trial period for three months. Trial period for SCD position will be six months. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new classification, the employee shall be returned to their former position without loss of seniority and shall be paid their former salary plus any increments to which they may have become entitled had they not been promoted. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and salary policy shall apply

- (h) **The employer will post the most recent job postings for all MoveUP positions on the BCGEU's intranet and shall maintain the BCGEU's intranet with the most up-to-date job postings thereafter. When job postings are revised, the new job posting will be copied to the appropriate MoveUP Executive Councillor.**

- (a) The Employer agrees to make every reasonable effort to ensure that the workload is fairly distributed amongst employees within the same job classification, department and headquarters.
- (b) **When there are new technological programs that materially affect the work of support staff, the Employer commits to engage with support staff through the Joint Labour Management Committee.**
- (c) **Changes to standard work procedures will be discussed at departmental and/or regional meetings with support staff in attendance.**
- (d) Where an employee or the Union has reason to believe that workload is not fairly distributed, as described above, **or that work demands and priorities cannot be accomplished within appropriate time frames without unreasonable demands on staff, they shall first refer the matter** to the Senior Departmental Clerk **and/or** Coordinator.
- (e) Should the matter remain unresolved, it may be referred to the Labour Management Committee for resolution.
- (f) Should the matter not be resolved at the Labour Management Committee, it may be referred to expedited arbitration pursuant to clause 24.9.

ARTICLE 21 – DISCRIMINATION AND HARASSMENT

~~21.1—Employee Rights~~

~~In order to foster an environment where employees treat each other with dignity and respect, MoveUP 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.~~

~~21.2—Definitions~~

~~(a)——~~

~~(i)——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 to reasonably be known to be inappropriate.~~

~~(ii)——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.~~

~~(b)——Sexual harassment shall include, but not be limited to:~~

(i) ~~sexual solicitation, comments 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, comment or advance is rejected.~~

(c) ~~Personal harassment shall include but not be limited to any behaviour at or related to the workplace which creates an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating environment.~~

(d) ~~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.~~

(e) ~~It is acknowledged that sexual harassment, personal harassment and bullying can occur between any employees, whether or not there is a supervisory relationship.~~

21.3 ~~Confidentiality~~

~~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.~~

21.4 ~~Informal Procedure~~

~~Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint may approach their supervisor, the Union steward or Human Resources 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.~~

21.5 ~~Formal Procedure~~

(a) ~~A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the Union Representative 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).~~

(b) ~~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. The complainant shall not be reassigned or transferred against their will.~~

~~(c) — Both the complainant and the respondent (if a member of the Union) shall be advised of the purpose of all meetings convened during the course of the investigation.~~

~~(d) — The BCGEU shall conclude its investigation of the complaint within ten working days of receiving it. An extension for the investigation period may be requested of, and may be granted by, the Union. Investigations under this article will be conducted by the BCGEU or its designate. Where circumstances demand, the BCGEU may retain an external investigator.~~

~~(e) — 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 Union shall be apprised of the recommendation(s) and/or action(s) to be taken.~~

~~21.6 — Referral to Grievance Procedure~~

~~(a) — 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.~~

~~(b) — Where such a grievance has been initiated, the BCGEU agrees to fully disclose to the Union 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.~~

~~(c) — 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 mediators/arbitrators are Debbie Cameron and Chris Sullivan/Rick Coleman or any other mediator/arbitrator by mutual agreement. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.~~

~~(d) — The foregoing provisions do not preclude an employee from filing a complaint pursuant to Section 8 of the B.C. Human Rights Code or Sections 115(1)(a) and 115(2)(e) of the Workers Compensation Act, however an employee is not entitled to duplication of process.~~

~~21.7 — Personal Duties~~

~~An employee will not be required to perform duties of a personal nature for the BCGEU or its representatives.~~

21.1 No Discrimination, Sexual, Racial, or Personal Harassment

The parties recognize the right of all employees to work in an environment free from sexual, racial, and personal harassment.

Neither the Union nor the Employer in carrying out its obligations under the Collective Agreement, will discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that

is unrelated to the employment or to the intended employment of that person. Definition of these protected classes will be consistent with the definitions in the B.C. Human Rights Code.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

21.2 Definitions

(a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

(b) Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature - verbal, physical or by innuendo - including sexual advances, requests for sexual favours, suggestive comments or gestures, physical contact, including assault, when any of the following occurs:

- i) the conduct is engaged in, or the comment is made by a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome.
- ii) the conduct or comment has the effect of creating an intimidating, humiliating, hostile or offensive work environment, and may include the expression of sexist attitudes, language or behaviour.
- iii) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance.
- iv) the conduct or comment is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply.
- v) The conduct or comment is accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

(c) Racial Harassment

Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile or offensive work environment.

(d) Personal Harassment

Personal harassment is defined by the parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment.

21.3 Complaint Handling

(a) Possible avenues of complaint or grievance under the Collective Agreement:

- i) resolution of the complaint between the complainant and the respondent.
- ii) referral of the complaint to Respectful Workplace Mediation.
- iii) filing a grievance in accordance with Article 24.

Once a complaint or grievance is filed with respect to an allegation of discrimination and/or harassment, the process selected will be carried through to conclusion and there will not be access to the process not selected.

(b) Nothing in this Article precludes the Employer or the Union from conducting its own investigation and from taking appropriate action, even if the employee withdraws a written complaint or grievance.

(c) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

21.4 Respectful Work Place Mediation Procedure

(a) Intent of Procedure

Pursuant to the provisions of this Article, the following procedure will apply when dealing with personal harassment complaints; that is, complaints other than those related to grounds prohibited under the B.C. Human Rights Code. The intent of this procedure is to promote early intervention and access to mediation as a means of facilitating, where possible, a resolution. Where mediation occurs it will be conducted without prejudice to any further action by either part.

(b) Requesting Mediation

- i) Prior to requesting mediation, an employee who believes they are the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.
- ii) If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of the Union or the Coordinator of Human Resources or Human Resources Officer.

- iii) Requests for mediation may be initiated through the Union, a Human Resources Officer or the Coordinator of Human Resources. The nature of the offending behaviour, relevant dates, and the name of the person whose behaviour is at issue will be submitted in writing, signed by the complainant, to the Coordinator, Human Resources. The Human Resources Coordinator will provide a copy of all mediation requests to the Union Representative

(c) Mediation Process

- i) The Coordinator of Human Resources will assign a Mediator within five (5) working days of receipt of the signed mediation request. Mediator assignment will be on a rotational basis from a list of candidates deemed qualified and acceptable to the parties. Costs associated with Mediators will be shared by the Union and the Employer. The mediation will be completed within ten (10) working days from the date of assignment, or as soon thereafter as practicable.
- ii) Each party may be accompanied in the mediation process by a readily available Employer/Union Representative for support.
- iii) The Mediator will, in situations where the mediation results in a resolution, generate a settlement agreement within five (5) working days of the conclusion of the mediation. Settlement agreements will not alter, modify or amend any part of the Collective Agreement and will be administered in accordance with the terms of the Collective Agreement. The settlement agreement will be signed and exchanged by both parties with copies going to the Union President or designate and the Coordinator Human Resources.
- iv) Should either party to the settlement agreement, within the first six months of the Agreement, be of the opinion the Agreement has been breached, they will make their views known to either the Union President or designate or the Coordinator Human Resources. The President/designate and Coordinator Human Resources, will work with the parties in an effort to restore the Agreement. This may involve referring the parties back to the original Mediator.
- v) Any initial issue arising between the parties to the settlement agreement, beyond the first six months of the Agreement, will be deemed to be a new issue and will be dealt with through the appropriate mechanism.
- vi) In situations where, in the opinion of the Mediator, a resolution is not to be found, the Mediator will conclude the mediation. This will be done in consultation with the Union President/designate and the Coordinator Human Resources. The Mediator will, within ten (10) working days of the conclusion of mediation, issue a report to the Union President/designate and the Coordinator Human Resources outlining the reasons for concluding the mediation.

ARTICLE 23 – GENERAL

23.6 Joint Labour/Management Committee

- (a) A Labour/Management Committee shall be established, consisting of a maximum of three bargaining unit members and the Union Representative and an equal number of representatives of the BCGEU.
- (b) The Labour/Management Committee shall concern itself with matters of the following general nature:
 - i. To discuss and to attempt to resolve problems and complaints affecting either party to this Agreement in a cooperative endeavor to promote a harmonious relationship between the BCGEU, the employees and the Union.
 - ii. The Labour/Management Committee shall consider and review training needs of employees and career planning, trends in education, employee development, as well as any other training issues.
 - iii. **The Labour/Management Committee will set quarterly meetings, or at the call of either party. Meetings can be cancelled at the request of either party.**
- (c) Minutes

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the BCGEU and the Union. **Minutes will be reviewed and confirmed as part of the Labour/Management Committee meeting.**

- (d) Attendance

It is agreed that the Union Representatives of the Labour/Management Committee, when required to attend during their work period, will be granted leave with pay to attend. Expense reimbursement for the members of the Union's committee, including travel time, shall be the responsibility of the Union.

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE**24.10 Expedited Arbitration**

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly submitted as a grievance, in accordance with the provisions of the Grievance Procedure contained in this agreement.

- (a) An arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- (b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall be employees of the Union or the Employer.
- (c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.
- (d) All other provisions of this Article, with respect to arbitration and the arbitration process shall apply to Expedited Arbitration.

ARTICLE 25 – IMPACT OF LEGISLATION**25.1 Impact of Legislation**

- (a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) The parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- (c) If after forty-five (45) working days from the commencement of negotiations referred to in (a) above, the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

ARTICLE 26 - DURATION**26.1 Term of Agreement**

This Agreement shall be in full force and effect on and after the 1st day following ratification to and including **March 31, 2023** and shall automatically be renewed from year to year thereafter. This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, **2022**, but in any event not later than midnight December 31, **2022**.

Where no notice is given by either party prior to December 31, **2022**, both parties shall be deemed to have give notice under this clause on December 31, **2022**.

This agreement shall remain in full force and effect during the period of bona fide collective bargaining.

26.2 Exclusion from Section 50(2) of the Labour Relations Code

It is mutually agreed by the parties specifically to exclude from this Agreement the operation of Section 50(2) of the *Labour Code of British Columbia*.

26.3 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on **date of ratification** except as otherwise indicated.

APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

		EFFECTIVE APRIL 1, 2020	
Grade	Step	Hourly	Annual
L1	Step 1	\$28.78	\$50,595.24
	Step 2	\$29.98	\$52,704.84
	Step 3	\$31.18	\$54,814.44
L2	Step 1	\$29.71	\$52,230.18
	Step 2	\$30.90	\$54,322.20
	Step 3	\$32.16	\$56,537.28
L3	Step 1	\$30.70	\$53,970.60
	Step 2	\$31.86	\$56,009.88
	Step 3	\$33.12	\$58,224.96
L4	Step 1	\$31.64	\$55,623.12
	Step 2	\$32.83	\$57,715.14
	Step 3	\$34.15	\$60,035.70
L5	Step 1	\$32.68	\$57,451.44
	Step 2	\$33.86	\$59,525.88
	Step 3	\$35.18	\$61,846.44
L6	Step 1	\$33.72	\$59,279.76
	Step 2	\$34.88	\$61,319.04
	Step 3	\$36.32	\$63,850.56
L7	Step 1	\$35.96	\$63,217.68
	Step 2	\$37.11	\$65,239.38
	Step 3	\$38.57	\$67,806.06

- *Step 1 and 2 rates are in effect for 1758 hours.*

<i>Date</i>	<i>Percentage Increase</i>
<i>April 1, 2021</i>	<i>2%</i>
<i>April 1, 2022</i>	<i>1.5% or a "me too" to the general wage increase in the Public Service agreement; whichever is greater</i>

***If the Public Service negotiations are not complete on April 1, 2022, all employees will receive a 1.5% increase on April 1, 2022. Once negotiations are complete, any necessary adjustments will be made, retroactive to April 1, 2022.**

Additional Compensation:

Upon ratification, a signing bonus payment of \$1,250 will be paid to all active employees. Any active temporary employees who currently work less than 14 hours per week will receive \$625.

MEMORANDUM OF AGREEMENT (NEW)**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 (3) representatives of the Union and three (3) representatives of BCGEU shall be established within thirty (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, MoveUP, and EIP MoveUP Representative;
 - implement the EIP developed by the Committee by December 31, 2021;
 - promote the EIP to employees in the MoveUP 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 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.

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 Union 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 Union Representative

- (a) Employees participating in the EIP, should they choose, shall have access to an MoveUP Representative;
- (b) The EIP Union Representative will be provided access to the EIP Case Manager and the employee's EIP case management file.
- (c) The Union shall appoint the EIP Union Representative(s). The EIP MoveUP 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
RE: REMOTE WORK**

The parties agree, during the term of this Collective Agreement, to permit employees to work remotely from their residence in certain situations.

The BCGEU shall have the sole discretion to approve remote work arrangements subject to the terms of the Memorandum of Agreement ("MOA").

1. This MOA shall only apply to regular employees of the BCGEU who have successfully passed their probationary period and who have not been subject to any documented performance or disciplinary concerns within the last 12 months. **Temporary employees in posted positions may be considered for remote work arrangements after completing 880 hours of work for the BCGEU.**
2. Only employees working in the following departments or offices are eligible for remote work arrangements:
 - a. Lower Mainland Area Office
 - b. Fraser Valley Area Office
 - c. Victoria Area Office
 - d. Nanaimo Area Office**
 - e. Kamloops Area Office**
 - f. Kelowna Area Office**
 - g. Prince George Area Office**
 - h. Negotiations
 - i. Finance
 - j. Administration (including Records Management, IT Services, and Membership Records)
 - k. Facilities (excluding Mail Centre and HQ Reception)
 - l. Research and Interactive Services
 - m. Organizing
 - n. Executive
 - o. Member Benefits
 - p. Advocacy
 - q. Occupational Health and Safety**

~~Employees working in the Nanaimo, Kamloops, Kelowna and Prince George Area Offices may also be considered for a remote work arrangement if they are working on a specific project on the day in question (e.g. collective agreement preparation).~~

- ~~3. Senior Departmental Clerks and Regional Secretaries are not eligible for remote work arrangements due to the nature of their work.~~
4. **Except as outlined at paragraph 5 below**, remote work arrangements shall be limited to one (1) per day per department or office. If there are multiple requests for the same day, approval shall be **on a rotating basis** in order of seniority.

5. The following departments shall be limited to two (2) remote work arrangements per day:

- a. **Research and Interactive Services**
- b. **Organizing**
- c. **Negotiations**
- d. **Advocacy**

For the Administration Department, two (2) remote work arrangements may be approved per day provided that the requests are from different subgroups (Records Management, IT Services, and Membership Records).

6. Eligible employees may request approval from their coordinator for remote work arrangements. Such arrangements shall be limited to one (1) day per work week and shall not be requested or approved more than one (1) week in advance. Approval 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. Specifically, reception desks at area offices must always be staffed.
 - b. The employee must have no work that requires their attendance at the workplace on the relevant day.
 - c. The employee must be available to report to their normal office worksite during the relevant day 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.
7. **Senior Departmental Clerks and Regional Secretaries may be considered for remote work arrangements and shall request approval from their director with a copy of the request to their coordinator. In addition to general operational requirements outlined at paragraph 5, Senior Department Clerks and Regional Secretaries must have no supervisory, training, or coordinator support functions at the office on the requested day.**
8. The BCGEU may, at any time, review work performed at home in comparison to work performed in the office to assess whether remote work arrangements are appropriate for specific employees.
9. Should any employee experience technical issues or internet service interruptions while working remotely, they shall immediately notify their coordinator if able and report to their workplace as soon as possible.
10. Employees seeking remote work arrangements are responsible for the following:
 - a. Ensuring the remote work location is adequately equipped and maintained from a 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.
 - c. Ensuring the privacy of BCGEU members is protected.
- 11. Remote work arrangements under this MOA are voluntary.**
- 12. During the term of this MOA, the parties shall constitute a joint committee with two (2) members from the BCGEU and two (2) members from the Union. This committee will be responsible for the following:**
- a. **Monitoring the implementation of this MOA and reporting out to the parties.**
 - b. **Recommending to the BCGEU measures to make remote work arrangements more effective.**
 - c. **Seeking solutions to issues that cause remote work arrangements to not be approved, including those based on operational requirements.**
 - d. **At the end of the term of the MOA, making recommendations to the BCGEU and the Union for bargaining proposals in the next round of collective bargaining.**
13. This MOA expires on March 31, 2023, unless the parties mutually agree to renew it.



November 18, 2021

Kelly Quinn
Union Representative, MoveUP

Dear Kelly,

Re Letter of Commitment

The BCGEU commits that at the next round of collective bargaining with MoveUP, the BCGEU will be fully prepared to bargain with respect to the job ranking system currently found at Article 15.5 of the collective agreement.

Sincerely

Thom Yachnin
Director, Human Resources

TY/JF