

MEMORANDUM OF SETTLEMENT

between the

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

and

**MoveUP
(Canadian Office and Professional Employees Union, Local 378)**

August 3, 2017

E&OE

AGREEMENT

BETWEEN:

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

AND: "MoveUP" *Canadian office and Professional Employees Union, Local 378*
(hereinafter called the "Union").

The Parties agree to recommend for ratification to their respective principals the following amendments to form the new MoveUP/BCGEU Collective Agreement;

All clauses in the current collective agreement will remain unchanged unless agreed to be amended;

The attached documents form the basis of the settlement and are summarized as:

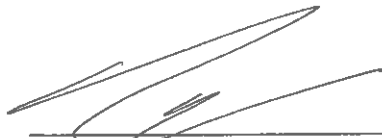
HOUSEKEEPING

Change all reference to COPE & cope378 to "the Union, as required.

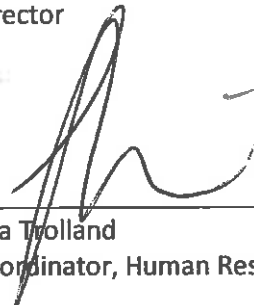
- Article 1.3 Gender/Singular and Plural
- Article 2.12 Time Off for Union Business
- Article 5.7 *Health and Welfare Benefits***
- Article 5.13 Shift Assignment Procedure
- Article 6.1 Hours of Work
- Article 6.6 Overtime Meal
- Article 7.2 Weeks with Statutory Holidays
- Article 8.4 Definitions and Scheduling
- Article 9.1 Maternity, Adoption and Parental Leave
- Article 9.3 *Special Leave***
- Article 9.6 General Leave
- Article 9.10 *Leave for Medical and Dental Appointments***

Article 9.12	Compassionate Care Leave
Article 9.13	Leave of Absence for Political Office
Article 10.2	<i>Wage Indemnity Plan</i>
Article 10.8	Employee Status
Article 12	<i>Health and Welfare Benefits</i>
Article 13	Pensions
Article 14.11	Meal Allowance
Article 15	<i>Classifications</i>
Article 16.3	Return to the Bargaining Unit
Article 17	Hiring, Promotion and Transfer
Article 19	Discipline
Article 21	MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY, BULLYING AND HARASSMENT
Article 22	Occupational Health and Safety
Article 25	<i>Term of the Agreement</i>
Appendix A	Classification and Wage Rates
Appendix C	List of Arbitrators
Letter of Understanding 1	Retired Employees
Letter of Understanding 2	Access to Job Postings on SkyNet

**SIGNED ON BEHALF OF
THE BCGEU:**



Thom Yachnin
Director



Lisa Tolland
Coordinator, Human Resources



Sharon Penner
Human Resources Officer

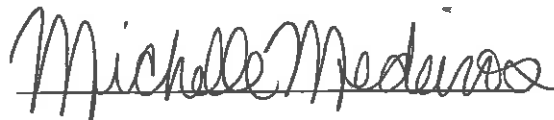
**SIGNED ON BEHALF OF
MoveUP:**



Stephen Von Sychowski
Bargaining Committee Chair



Karon Hardy
Bargaining Committee



Michelle Medeiros
Bargaining Committee



Eddie Mishra
Bargaining Committee

Dated this 3rd day of August, 2017.

OFFER FOR A MEMORANDA OF SETTLEMENT (MOS) FOR A RENEWED AGREEMENT


In addition to all clauses already agreed to,

The BCGEU proposes the following to be included in the MOS:

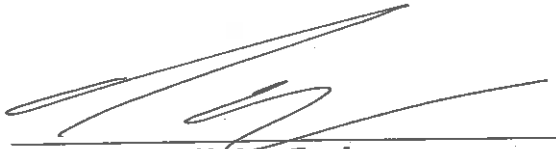
All other proposals remaining will be withdrawn.

- April 1, 2017 ~~GWI 1.3%~~ 2%
~~Article 10.2 WI 100% (effective date of ratification)~~
 Article 17 as presented Aug 3/17 (effective date of ratification)
 ARTICLE 15.5 L5 - L6 FINANCE (date of ratification)
- April 1, 2018 GWI 1% + ESD
 Article 12.2 (UP #21) Dental Part C
 Article 12.3 (UP #22) Chiro - Ortho - Hearings Aids
 ARTICLE 10.2 WI at 100% (date of ratification)
- April 1, 2019 GWI 1% + ESD
~~Article 12.3 (UP #22) Massage~~
- April 1, 2020 GWI 1% + "Me too"
 Article 5.7 (UP #8)
 Article 9.3 (UP #16)
~~Article 15.5 (UP #29) L5 - L6 Finance~~

Agreed to



 Signed on behalf of the Union



 Signed on behalf of the Employer

Dated: _____

AUG 03 2017



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Throughout the agreement	<i>Amend</i>	

Union Name change to MoveUP

Change COPE & COPE 378 to "the Union" as required.

Legal reference shall be changed to:

"MoveUP (Canadian Office and Professional Employees Union, Local 378)"

AUG 01 2017

E&OE

Signed off this _____ day of _____ 20____

For the Union: 

For the Employer: 



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	Art 1.3	<i>Amend</i>	


1.3 Gender/Singular and Plural

For the purpose of clarification, it is understood that wherever the singular ~~or feminine~~ is used in this Agreement the same shall be construed as meaning the plural ~~or masculine~~ unless the context or parties require otherwise.

The parties agree to replace all gendered language e.g. "he/she" to gender neutral language e.g. "they/their/them". It is understood that such changes shall have no impact on the interpretation, effect or applicability of the language.

AUG 01 2017

E&OE
Signed off this _____ day of _____ 20____

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

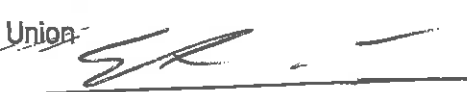
Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Art 2.12	<i>Amend</i>	

Time Off for Union Business

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 COPE 378.
- (b) Employees granted leave of absence pursuant to this clause shall receive their basic rate of pay while on leave and the Union shall reimburse the BCGEU for the appropriate salary costs incurred.
- (c) The BCGEU agrees that leaves of absence pursuant to this clause shall not be unreasonably withheld.
- (d) The notice requirement above may be waived by mutual agreement between the parties.
- (e) Members, including Job stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with Human Resources for other activities not specifically identified above. This shall be considered leave of absence without pay. There is no loss of seniority or vacation where leave is reimbursed by COPE 378.

E&OE
Signed off this AUG 01 2017 day of _____ 20____

For the Union 

For the Employer 

- (f) Members, including Job stewards and/or elected Officers of the Union who regularly work for the BCGEU and who are assigned to joint Union-BCGEU committees, will be paid by the BCGEU for all time spent on such committees during regular hours and this shall be considered time worked.

ARTICLE 5 – TEMPORARY EMPLOYEES

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(e) ~~(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 ~~three~~ 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

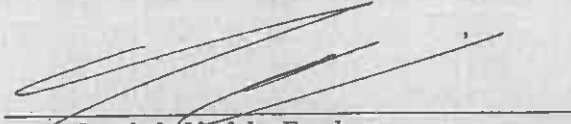
obtain childcare may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;

- (vi) jury duty;
- (vii) medical, dental appointments;
- (viii) approved leave under clause 5.9(b).

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: **AUG 0 1 2017**

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.6 Overtime Meal

All employees requested to work in excess of two hours overtime immediately before or after the regular work day shall be allowed a one-half hour paid meal period at the regular prorated hourly rate of pay. If a meal is not provided, a meal allowance will be given if such overtime is in excess of two hours. The meal allowance will be in accordance with the BCGEU Financial Policy, however, shall not be lower than Breakfast - ~~\$16.00~~ **\$18.00**, Lunch - ~~\$18.00~~ **\$20.00**, and Dinner - \$30.00.

The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: **AUG 0 1 2017**

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 weeks without pay.
- (ii) An employee shall notify the BCGEU in writing of the expected date of the termination of her pregnancy.
- (iii) The period of leave shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (iv) An employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to 15 weeks following the adoption of a child.

(b) Parental Leave

- (i) Upon written request, an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.
- (ii) Where both parents are employees of the BCGEU, they shall each qualify for up to 35 weeks of 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:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to clause 9.1(a);
 - (2) in the case of the other parent, following the birth or 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.

(c) 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 ~~two~~ **one**-week waiting period for Employment Insurance Maternity or Parental benefits, the employee is entitled to a leave of ~~two~~ **one** weeks 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 ~~two~~ **one** weeks at 85% of the employee's basic pay.

(d) 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) Plan.

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

(e) *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) Plan.

(ii) Pursuant to the Supplemental Employment Benefit (SUB) Plan and subject to leave apportionment pursuant to clause 9.1(b)(ii), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the BCGEU, the employees shall determine the apportionment of the 35 weeks of parental leave allowance between them.

(f) 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.

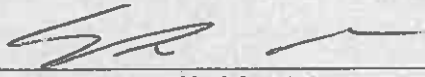
(h) If an employee maintains coverage for medical, extended health, dental and/or group life (employer paid amount only), the BCGEU agrees to continue paying the full cost of these premiums.

(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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 0 1 2017

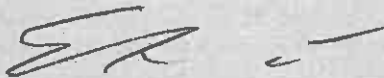
ARTICLE 9 – LEAVE OF ABSENCE

9.12 Compassionate Care Leave

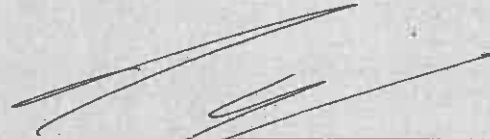
An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to ~~eight~~ 26 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding clause 16.6, there will be no interruption in the accrual of seniority or eligibility for ~~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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 01 2017

ARTICLE 12 – HEALTH & WELFARE BENEFITS**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:
 - (1) the actual amount for such transportation, or
 - (2) the amount which would have been paid if similar transportation were taken to Vancouver, B.C.
- (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) 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 per trip.
 - (4) Accommodation expenses for an adult attendant when required on a referral up to a maximum of seven days at \$100.00 per day.
- (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 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, ~~a copy of MSP's letter of approval~~, and a referral card from the specialist or the attending physician or surgeon in respect of all eligible expenses, within 90 days of the date on which the expense was incurred.

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

(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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated:

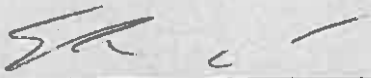
AUG 01 2017

ARTICLE 14 – WAGES AND ALLOWANCES

14.11 Meal Allowance

Employees shall be entitled to receive meal allowances in accordance with the BCGEU Financial Policy, however they shall not be lower than Breakfast - ~~\$16.00~~ **\$18.00**, Lunch - ~~\$18.00~~ **\$20.00** and Dinner - \$30.00 when working away from their normal workplace.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: **AUG 0 1 2017**

ARTICLE 9 – LEAVE OF ABSENCE

9.6 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

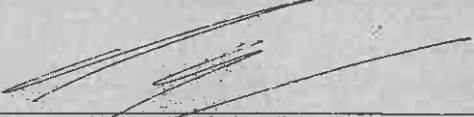
(e) All benefits pursuant to this collective agreement will cease on the first day of the calendar month following the commencement of the leave.

(f) ~~Employee's 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.~~

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 01 2017

ARTICLE 19 - DISCHARGE AND TERMINATION

19.1 Discipline

(a) No employee shall be disciplined without just cause. The BCGEU will provide the employee with written reasons for the disciplinary action being taken at the time the discipline is imposed, and a copy shall be forwarded to the Union Representative. For the purposes of this article, discipline shall include, but not be limited to, reprimand, demotion, suspension or discharge.

(b) (i) Should an employee be suspended or dismissed, the matter shall be arbitrated within ~~48 hours~~ **30 days** of the implementation of the suspension or dismissal. In such cases, the matter in dispute will bypass the normal grievance procedure and proceed directly to arbitration.

(ii) The employee suspended or dismissed shall remain on pay and at work until the arbitrator has determined whether or not the suspension or dismissal is with just cause.

(iii) Should the arbitrator rule the suspension or dismissal is without cause, the remedy imposed shall be final and binding.

(iv) The arbitrator shall issue their award within ~~48 hours~~ **30 days** of the conclusion of the hearing.

(v) Should the arbitrator fail to issue the award within ~~96 hours~~ **30 days** of the dismissal or suspension being issued, the BCGEU may implement the suspension or dismissal on an interim basis until the award is issued by the arbitrator.


(c) (i) Notwithstanding (b)(ii) above, the BCGEU may remove the employee from active duty pending resolution of the suspension or dismissal if the continued presence of the employee at work jeopardizes the ability of the BCGEU to provide appropriate service to its members or if the employee's continued presence presents the risk of vexatious behaviour or disruption to BCGEU operations.

(ii) In the instances outlined in (c)(i) above, the employee shall continue to receive their regular pay and benefits, unless the circumstances in (b)(v) above apply.

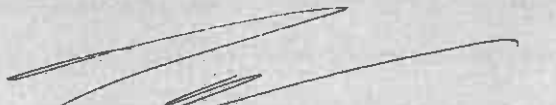
(d) The parties shall use an arbitrator from the agreed list in Appendix "C" of this Agreement and the arbitrators on the list shall be ones who accept the provisions and time limits prescribed in (b) above.

(e) In all cases of discipline, the burden of proof of just cause will rest with the BCGEU.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 0 1 2017

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.4 ~~Video Display Terminals~~ **Computer Monitors**

(a) *Eye Examinations*

Employees who are required to work with ~~Video Display Terminals~~ **computer monitors** for a majority of their daily work time shall be entitled to the following:

- (i) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year;
- (ii) the BCGEU shall grant leave of absence with pay for employees to have such tests and the BCGEU shall assume the costs of such test where such costs are not covered by insurance;
- (iii) ~~if "special glasses" are required, the BCGEU will provide Bolle, Comput Irex, VDT glasses, either clip-ons or glasses, on request.~~

(b) *Rest Breaks*

Employees who operate ~~Video Display Terminals~~ **computer monitors** on a continuous basis shall be entitled to two 10 minute rest breaks per work day to be scheduled by agreement at the local level.

~~(c) *Pregnancy*~~

~~A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the BCGEU, or the employee may elect to take an unpaid leave of absence.~~

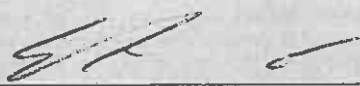
~~(d) Where in the opinion of the operator's doctor the work is in any way detrimental to their health or wellbeing, the employee may request a review of the job duties. The BCGEU will endeavour to assign the VDT Operator an alternate position within the same classification or to alternate duties.~~

~~(e) *Equipment and Work Environment*~~

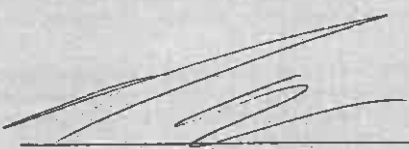
~~The BCGEU agrees to maintain VDT equipment and the work environment in accordance with standards established by the Ministry of Labour.~~

(f) ~~(c)~~ The BCGEU shall ensure that new equipment has adjustable keyboards and screens.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 0 1 2017

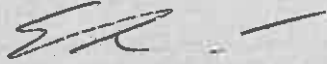
ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.12 Employees Working Alone or in Isolation

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

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

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated:

AUG 01 2017

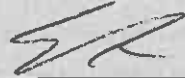
ARTICLE 8 – ANNUAL VACATIONS

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 ~~two-week period in which Christmas and New Year's falls~~ **week immediately preceding December 25th**.
- (iii) *Vacation Schedule* - vacation which has been scheduled and approved for the prime time vacation period.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 01 2017


APPENDIX "C"
LIST OF ARBITRATORS

The following names is the list of Arbitrators agreed to between the parties:

- Joan Gordon
- Chris Sullivan
- John Hall
- Jim Dorsey
- Julie Nichols
- Connn Bell
- Mark Atkinson
- Elaine Doyle
- Mark Brown

Agreed to

Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 0 1 2017

ARTICLE 9 – LEAVE OF ABSENCE

9.13 Leave of Absence for Political Office

(a) Prior to seeking nomination for any elective political office, a staff member will meet with the President of the BCGEU for a comprehensive discussion of the implications of seeking the nomination. The President will advise the staff member of the likely effect, including possible reassignment, that the member's plans would have on their present assignment.

(b) A staff member who is nominated as a candidate for Member of 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.


(c) 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.


(d) If the staff member is unsuccessful and is not elected, they will return to active employment subject to relocation or reassignment of duties at the discretion of the BCGEU.

(e) The staff member will suffer no financial loss if not placed in their original position and will be subject to red-circling upon return.

~~(f) 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.~~

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: August 1, 2017.

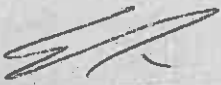
ARTICLE 7 – STATUTORY HOLIDAYS

7.2 Weeks with Statutory Holidays

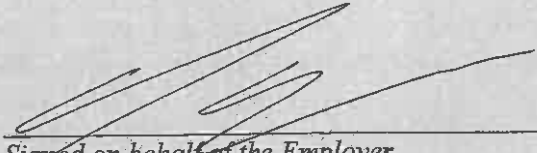
- (a) Should one of the above statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four-day week shall receive one day's basic pay at straight time for each statutory holiday or days 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 ninety (30) days or more prior to the Statutory Holiday in question.**

~ 30 thirty

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

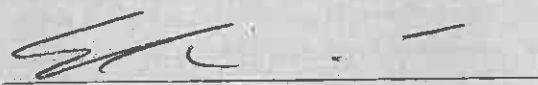
Dated. AUG 02 2017

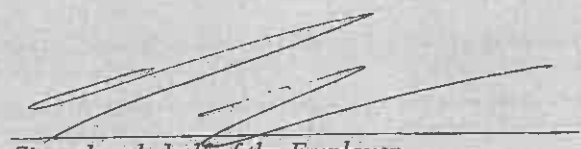
ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Hours of Work

- (a) The regular work day shall consist of eight continuous hours, excluding lunch periods, to a total of 32 hours per week. The standard hours of operation are from 8:30 a.m. to 5:00 p.m. With approval and subject to operational requirements, an employee may be permitted to commence work at 8:00 a.m. or 9:00 a.m. at headquarters (includes Fraser Valley Area Office, Lower Mainland Area Office and Victoria Area Office). ~~All new hires and~~ Temporary employees (except as outlined in clause 6.3) will work 8:30 a.m. to 5:00 p.m.
- (b) The standard lunch period shall be one-half hour at or near the midpoint of the work day. With approval and subject to operational requirements, an employee may be permitted to have a one hour lunch period at or near the midpoint of the work day. An employee will not normally be scheduled to work past 5:30 p.m.
- (c) The BCGEU may request an employee to vary their start time or lunch period as provided by (a) and (b) above. Such variance will only be implemented by mutual agreement.
- (d) The scheduling of varied start times, coffee breaks or lunch periods will be done on a departmental or area basis. Where there are more expressions of interest for variations to standard hours in a department or area than is operationally feasible, priority will be given in order of seniority.
- (e) The position of Switchboard Operator will be restricted to the standard hours of operation.
- (f) IT Services will be considered distinct for operational requirements and hours of work shall be scheduled to provide maximum coverage from 8:00 a.m. to 5:30 p.m.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer


Dated: AUG 02 2017

**ARTICLE 21 - MISUSE OF MANAGERIAL/SUPERVISORY
AUTHORITY, BULLYING 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 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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: **AUG 02 2017**

LETTER OF UNDERSTANDING 1

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.

Agreed to



Signed on behalf of the Union



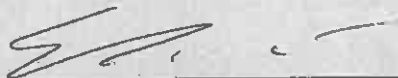
Signed on behalf of the Employer

Dated **AUG 02 2017**

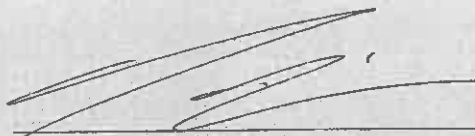
LETTER OF UNDERSTANDING 2

Within 60 days of the date of ratification the employer will post the most recent job postings for all MoveUP positions on Skynet and shall maintain Skynet 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 Councilor.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: AUG 0 2 2017



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

✓

Union			
Number	Affected Article/MOU	Date: JUL 31 2017	Time: 1:45 pm
UP#7	Art 5.13	<i>Amend - housekeeping</i>	

5.13 Shift Assignment Procedure

Correct font and formatting of 5.13 (f).

AUG 02 2017

E&OE

Signed off this _____ day of _____ 20____

For the Union 

For the Employer 



(Canadian Office and Professional
Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		AUG 02 2017	10:05 am
UP#36	Art 10.8 (a)	Amend	

10.8 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.

AUG 02 2017

E&OE
Signed off this _____ day of _____ 20____

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: AUG 0 1 2017	Time: 2:05 pm
UP#35	Art 16.3	<i>Amend</i>	

16.3 Return to Bargaining Unit

- (a) An employee who terminates service with the BCGEU and subsequently returns shall be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit, except that a regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension benefit contributions.
- (b) An employee who accepts a position with the BCGEU which is outside the COPE 378 MoveUP bargaining unit and who returns to the unit within one year shall continue to accrue seniority provided the MoveUP minimum dues are paid. Upon return to work, the employee shall be placed in their former position or in a position of equal rank and basic pay. ~~and shall retain previous seniority, provided the COPE 378 minimum dues have been paid.~~ The one year period may be extended by mutual agreement between the Union and the BCGEU.
- (c) The BCGEU agrees to notify an employee who accepts a position outside of the COPE bargaining unit that, upon their return to the bargaining unit, their former position may not be available to them.

AUG 0 2 2017

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

ARTICLE 13 - PENSIONS

13.1 Public Service Pension Plan

(a) The BCGEU agrees to make the appropriate employer contributions required under the Public Service Pension Plan on behalf of regular employees who are eligible for coverage and who become contributors to the said Public Service Pension Plan. Enrolment in the Public Service Pension Plan shall be as required by Public Service Pension Plan Rules.

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

13.2 Retirement Allowance

Upon retirement, an employee who has completed 20 years of service with the BCGEU and who, under the provisions of the Public Service Pension Plan is entitled to receive a pension allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

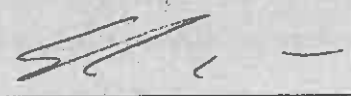
The BCGEU will enrol the employee in the BCGEU's retiree dental plan to the end of the month in which they turn age 65.

13.3 Retirement Benefits

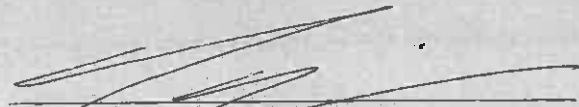
All employees who retire as per clause 13.1 shall receive premium subsidies for medical benefits while on PSPP benefits until age 65.

In no case will the BCGEU pay the premium for a benefit which is provided through one of the pension plans.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Aug 2 / 17


ARTICLE 21 – MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY, BULLYING AND HARASSMENT**21.5 Formal Procedure**

- (a) A formal written complaint, where initiated, must be filed, within 60 days of the alleged occurrence to the COPE 378 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 COPE 378, the BCGEU shall fully discuss the matter with COPE 378 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 COPE 378) 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, COPE 378. ~~The extension, if granted, shall not, in any event, be longer than 21 days from the date of receipt of the written complaint. 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 COPE 378 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 COPE 378 or designate, all relevant information gathered during the course of its investigation. COPE 378 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, COPE 378 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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Aug 2 17



(Canadian Office and Professional Employees Union, Local 378)

BCGEU PROPOSALS 2017 Union Proposals (UP Item)

70

Union			
Number	Affected Article/MOU	Date: JUL 3 1 2017	Time: 1:45 pm
UP#8	Art 5.7	<i>Amend</i>	

5.7 Health and Welfare Benefits

- (a) Compensation to temporary employees in lieu of health and welfare benefits shall be increased by ~~12¢~~ per hour to 697¢ per hour effective April 1, ~~2015~~ 2020 ^{T1}
- (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.

E&OE

Signed off this 3rd day of August 20 17

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	Art 9.3	Amend	

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 - ~~one~~ three days per calendar year *(this may be used in one half shift increments).*
- (i) Court appearance for hearing of ^{SV TH} employee, or employee's child - one day.
- (j) Child custody hearing - one day per calendar year.

E&OE
Signed off this 3 day of August 20 17

For the Union

For the Employer

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.

ARTICLE 17 - HIRING, PROMOTION AND TRANSFER**17.1 Rights**

The Union recognizes the right of the BCGEU to hire, promote and transfer subject to the provisions of this Agreement and the right of the Union or the employee to grieve as provided in Article 24.

17.2 Vacancies/Transfers

(a) Vacancies of a regular nature, positions of a temporary nature with an expected duration of three months or more, excluding trial periods, or new positions that are to be filled within the bargaining unit shall be posted in the office within which they occur for a period of five working days except where an employee on leave of absence under clause 9.9 meets the criteria as outlined in clause 9.9(e). The vacancy notice shall indicate the position classification. Copies of the posting shall be forwarded to the steward, the Union and all other work units outlined in clause 18.10.

(b) Suitable regular employees applying from within the bargaining unit shall be given preference over outside candidates.

(c) The BCGEU agrees to advise the COPE 378 Union Office before beginning a search for new employees outside the bargaining unit.

(d) The BCGEU will not invoke a lateral transfer of an employee between offices as outlined in clause 18.10.

(e) Notwithstanding (d) above, employees may either express an interest in a lateral transfer or may apply on a posting which would result in a lateral transfer. Such application(s) will be assessed pursuant to clause 17.5(a). It is clearly understood that the BCGEU retains the discretion to laterally transfer employees within offices without posting.

17.3 Appointment Letter

A letter of appointment shall be given to each new employee stating their employment status, classification and basic pay rate. A copy of this letter shall be forwarded to the steward and the Union.

17.4 Probationary Period

All new employees shall be considered probationary for the first six months of employment. The probationary period must be served in the position on which the applicant was successful, except by mutual agreement. Seniority will be effective from the first day of employment.

17.5 Promotions and Postings

(a) Where feasible, employees will be interviewed during their regularly scheduled hours.

(b) All job selections for positions which are posted shall be made on the basis of knowledge, skills, experience and seniority. All factors shall be weighted equally.

(c) In the event ~~two or more employees have the same relative~~ 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 employee's maximum length of service with the BCGEU.

(e) In order to enhance consistency of service to members, regular employees must complete 1 year of service in their current position.

This does not apply to application for promotional opportunities.

(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 SDC 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.

17.6 Union Observer

COPE 378 shall notify the appropriate Director **Human Resources Department** that a request for a Union Observer has been made as soon as possible after a posting closes. The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the COPE 378 bargaining unit. The observer shall be a disinterested party. Leave with pay shall be granted for the attendance of an observer where no travel is required, if reasonable notice is provided. The BCGEU is not responsible for expenses incurred by the observer. The BCGEU will make a reasonable effort to coordinate interview scheduling with the Union Observer's calendar.

17.7 Substitution Procedure

Temporary vacancies of up to three months duration or trial period vacancies may be filled by a lateral transfer or by substitution in the vacancy by employees classified at a lower level.

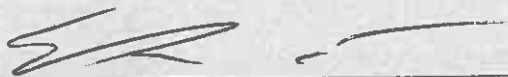
In such cases, the senior qualified regular employee in the Coordinator's department, within the next lower classification shall receive the first opportunity. If declined, the next senior qualified employee in the classification and department shall have the opportunity. If declined by all senior qualified employees in the classification and department, the opportunity will be given to the next most senior qualified employee within the next lower classification and so on.

Where no one qualified in the department is interested in the substitution opportunity, the same procedure will be followed amongst employees in other departments in the same geographic location.

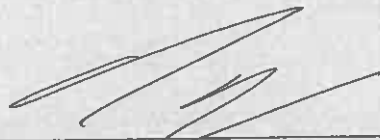
In the Executive area, substitution opportunities will be given to employees within the respective Director's departments.

Victoria is considered to be one department for the purposes of substitution.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated. August 3, 2017

ARTICLE 25 - DURATION

25.1 Term of Agreement

This Agreement shall be in full force and effect on and after the 1st day following ratification to and including the March 31, 2017~~21~~, 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, 2016~~20~~, but in any event not later than midnight, December 31, 2016~~20~~.

Where no notice is given by either party prior to December 31, 2016~~20~~, both parties shall be deemed to have given notice under this clause on December 31, 2016~~20~~.

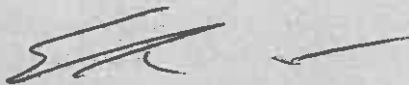
This Agreement shall remain in full force and effect during the period of bona fide collective bargaining.

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

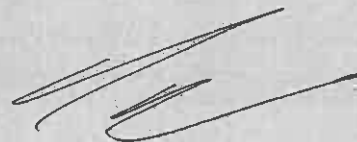
It is mutually agreed by the parties specifically to exclude from this Agreement the operation of Section 50(2) of the *Labour Code of British Columbia*.

25.3 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on March 11, 2015 _____, except as otherwise indicated.



For the union



For the employer

AUG 03 2017



**BCGEU
PROPOSALS 2017
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: JUL 3 1 2017	Time: 1:45 pm
UP#20	Art 10.2	Amend	

- 10.2 Wage Indemnity Plan ^{~ T1}
^{EFFECTIVE April 1, 2018}
- (a) Employees will be entitled to coverage under a Wage Indemnity Plan providing a benefit up to one year at ~~75~~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 ~~three~~ ^{four} 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.~~
 - (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:~~
 - (i) ~~accumulated sick leave credits under the old sick leave plan;~~
 - (ii) ~~vacation leave or banked overtime.~~
 - (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.

E&OE
Signed off this 3rd day of August 20 17

For the Union

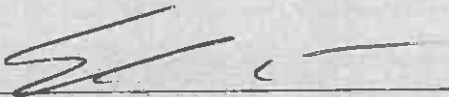
For the Employer

ARTICLE 9 – LEAVE OF ABSENCE

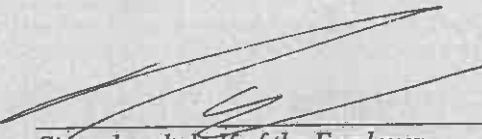
9.10 Leave for Medical or Dental Appointments

An employee will be allowed ~~up to four hours~~ **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.

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: August 3, 2017

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.
- (b) Coverage shall commence on the first day of illness or injury. Doctor's verification of illness will be required after ~~three~~ **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.
- (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:
 - (i) accumulated sick leave credits under the old sick leave plan;
 - (ii) vacation leave, or 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.

See letter of understanding number 1

10.3 Accumulated Sick Leave Credits

~~Employees who have accumulated sick leave under the old sick leave plan will have their accumulated sick leave credits frozen subject to clause 10.2. Upon completion of 10 years service, an employee, upon termination or retirement, will be paid at their current basic pay rate for 35% of this unused accumulated sick leave.~~

~~Upon retirement, employees will be given the option of equivalent time off in lieu of pay to be taken immediately prior to retirement.~~

10.4 Sick Leave for Appointments

- ~~(a) Sick leave pursuant to clause 10.3 may be utilized for medical and dental appointments with the understanding that any period utilized shall be debited to the employee's sick leave account.~~

~~(b) Notwithstanding the provisions of clauses 9.4, 9.10 and 10.4(a), it is specifically agreed and understood that wherever possible employees shall utilize their normal days off for medical and/or dental appointments. The provisions of clauses 9.4 and 10.4(a) shall apply only under circumstances where it is not possible for the employee to utilize their normal day(s) off.~~

10.5 Sick Leave Records

~~A record of all unused sick leave under the old sick leave plan will be kept by the BCGEU. Each employee shall be informed of the amount of unused sick leave accrued to their credit at the end of each calendar year. Each employee shall review the records of the BCGEU and verify that the accumulated sick leave is correct. When an employee requests, they shall be informed of the amount of sick leave accrued to their credit.~~

10.6 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.

10.7 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) Before becoming eligible for long term disability plan benefits, employees must use all sick leave accumulated under the old sick leave plan.~~

(c) (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.

(d) 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.

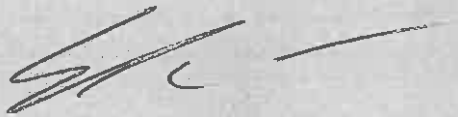
10.8 Employee Status

- (a) A Long Term Disability recipient will retain employee status with the BCGEU during the first two years of long term disability.
- (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.

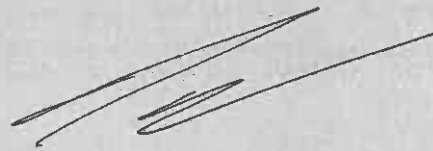
10.9 Subrogation

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.

August 3, 2017



for the union.



for the employer

ARTICLE 15 - CLASSIFICATIONS

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 - Administration~~ - *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, Campaigns & Communications~~ *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;

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*
- *Finance Clerk*
- *Librarian*
- *Secretary – Conventions, Conferences & Travel*
- ~~*Organizing & Field Services*~~
- *Secretary – Areas 02, 04, 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 AND REGIONAL SECRETARY**(Level 6)**

- *Advocacy*
- *Negotiations*
- ~~*Mail Centre*~~
- *Membership*
- *Field Services, Areas 01, 03 and 04*
- ~~*Research, Campaigns and Communications*~~ ***Research & Interactive Services***
- *Regional Secretary – Regions 3 and 4*

In addition to duties above, 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 **UNIFOR 467** representative; provides administrative support to Regional Coordinator in Regions 3 and 4.


INFORMATION TECHNOLOGY (IT) SUPPORT

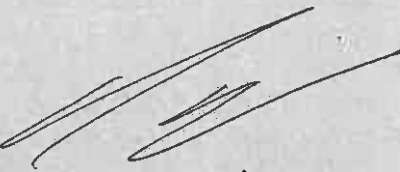
(Level 7)

- *Administration – IT Services*
- *Administration – Data Management Clerk*

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.

August 3, 2017


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