

**COLLECTIVE AGREEMENT**

**between the**

**BC ENERGY REGULATOR**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2022 to June 30, 2025**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. General Employee's Union was certified by the Labour Relations Board of British Columbia on March 8, 1974 and includes all the employees for which the Union was certified in the Successorship for the Oil and Gas Commission (October 24, 2006). There is a Labour Relations Board variance to change the name to BC Energy Regulator.
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add to pay resulting from salary protection.
- (3) "*Censures*" - is an expression of strong disapproval or harsh criticism.
- (4) "*child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse.
- (5) "*BCER*" - means the BC Energy Regulator (Employer).
- (6) "*Commissioner*" - means the senior manager of the BC Energy Regulator.
- (7) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (8) "*continuous employment*" or "*continuous service*" - means uninterrupted employment in the Public Service or the BCER, subject to the provisions of Clauses 11.1(a) (Seniority Defined) and 11.3 (Loss of Seniority).
- (9) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (10) "*demotion*" - means a change from an employee's position to one with a lower maximum salary.
- (11) "*Discipline*" - is defined as the regulations or conditions that are imposed on employees by management in order to correct behaviours that are detrimental to an organization.
- (12) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*casual employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    1. positions created to carry out special projects or work which is not continuous;
    2. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
    3. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.

"employee" does not include:

- (a) excluded persons pursuant to Article 2.1;
  - (b) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement.
- (13) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly.
- (14) "*Gender Expression*" - means how a person publicly presents their gender. This can include behaviour and outward appearance such as dress, hair, make-up, body language and voice. A person's chosen name and pronoun are also common ways of expressing gender.
- (15) "*Gender Identity*" - means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (16) "*headquarters or geographic location*" - is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties. For the purposes of Articles 12.9, 13 and 33 and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometres (32 kilometres in the GVRD or CRD) of where an employee ordinarily performs their duties.
- When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
- (17) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement.
- (18) "*hours of operation*" - are the hours established by the BCER to provide adequate service to the public and to fulfil the functions of the work unit.
- (19) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the BCER and does not include meal breaks, lodging time, or time spent other than travelling.
- (20) "*indigenous community government*" - means an Indian Band Council duly constituted under the federal *Indian Act* or an Indigenous or Metis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.
- (21) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (22) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the BCER, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 (Layoff and Recall) or Article 30 (Casual Employees).
- (23) "*leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (24) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (25) "*probation*" - for an employee means that period of time immediately following hiring or promotion.
- (26) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level.

- (27) "*relocation*" - refers to the movement of an employee from one geographic location to another.
- (28) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified.
- (29) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (30) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (31) "*spouse*" - includes husband, wife and common-law spouse. (see definition (7) "*common-law spouse*")
- (32) "*termination*" - is the separation of an employee from the BCER for cause pursuant to Article 10 (Dismissal, Suspension and Discipline), Article 11 (Seniority), or Article 30 (Casual Employees).
- (33) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on BCER business with the approval of the BCER, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees.
- (34) "*Union*" - means the B.C. General Employees' Union (BCGEU).
- (35) "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (36) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the BCER and the Union.
- (b) The parties to this agreement share a desire to improve the quality of the regulatory services carried out by the BC Energy Regulator. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the BCER in which members of the bargaining unit are employed.

### 1.2 Future Legislation

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

### 1.3 Conflict With Regulations or Policies

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

#### **1.4 Notice of Legislative Change**

The BCER agrees that no proposal to amend, repeal, or revise the *Oil & Gas Activities Act*, or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

#### **1.5 Singular and Plural**

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

#### **1.6 Respectful Work Environment**

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

#### **1.7 Territorial Acknowledgement**

The parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and enduring harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples. The parties are committed to confronting and healing systemic racism.

#### **1.8 Human Rights Code**

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

In accordance with Clause 7.5 (Policy Meetings), the parties will continue to review methods of extending knowledge of the *Human Rights Code* within the BCER and for extending knowledge relating to the *Human Rights Code* to all employees.

The BCER, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, Indigenous identity, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, gender identity or expression and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the BCER's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights

or to the process specified in Clause 1.10 (Discrimination and Sexual Harassment Complaint Procedures). In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.10.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 (Grievances).

The list of prohibited grounds in this article reflect the grounds presently enumerated, in the *BC Human Rights Code*, as of April 1, 2019. If and when the grounds in the *BC Human Rights Code* are amended due to legislative changes, the parties agree that those changes will be read into this article.

### **1.9 Sexual Harassment**

The BCER, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the BCER's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.10. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.10.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 (Grievances).

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;

- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

#### **1.10 Discrimination and Sexual Harassment Complaint Procedures**

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.8 (*Human Rights Code*) or 1.9 (Sexual Harassment) shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the BCER will be made aware of all or part of the proceedings on a "*need to know*" basis.

(b) Before proceeding to a formal complaint, an employee who believes they have a complaint of discrimination or harassment may approach their supervisor, union steward, or other contact person to discuss potential means of resolving a complaint, including approaching the party involved, and to request assistance in resolving the matter. Every effort shall be made to address and resolve such a complaint at the local level and in a timely manner.

(c) The employee is encouraged to keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.

(d) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing to the BCER within six months of the alleged occurrence. Upon receipt of the written complaint, the BCER shall notify the Union.

(e) The BCER will investigate the complaint as deemed appropriate through using either internal resources or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the BCER within 30 days of the receipt of the written complaint. The BCER shall, determine what action, if any, should be taken. The Union, the complainant and the respondent shall be notified of the resolution.

(f) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.

(g) Both the complainant and the respondent (if a member of the bargaining unit) shall be given the option of having a union representative present at the meeting held pursuant to the above investigation.

(h) Pending the determination of the complaint, the BCER may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(i) The complainant will not be relocated without their agreement.

(j) Where the matter is not resolved pursuant to (e) above, the bargaining principles shall meet within 15 days of receiving the proposed resolution by the investigator, to attempt to agree to an alternate acceptable resolution prior to filing the grievance to arbitration.

(k) If the matter is still not resolved, the Union may file a grievance on the matter directly to arbitration within 30 days of the meeting of the bargaining principles.

(l) If the Arbitrator determines that discrimination and/or harassment has occurred, the BCER must document the personnel file of the respondent accordingly.

(m) This article does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*.

### **1.11 Bullying Between Peers and Misuse of Managerial/Supervisory Authority**

The parties recognize the right of employees to work in an environment free from bullying and misuse of managerial/supervisory authority. The parties agree there is a need to take responsible action to prevent bullying and misuse of managerial/supervisory authority and whenever they become aware of such behaviour, put a stop to it.

For the purposes of this clause, “*bullying between peers*” refers to:

- vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee’s psychological or physical well-being and that results in a harmful work environment; or
- a single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

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

This clause is not intended to supplant or replace the procedures at Clauses 1.8 (*Human Rights Code*), 1.9 (Sexual Harassment), and 1.10 (Discrimination and Sexual Harassment Complaint Procedures) of the agreement for dealing with complaints alleging discrimination under the *Human Rights Code* or sexual harassment.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

#### *Process for Review or Investigation*

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence. The employee is encouraged to seek Union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager. The Employer will provide the Union with a copy of the written complaint within 10 days of receipt.



The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;
- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

Upon request of the employee, the Union will provide assistance to the employee in the drafting of the complaint in an effort to ensure it provides the listed information.

The supervisor/manager will forward the written complaint to Human Resources to determine next steps which will be communicated to the complainant and the respondent within 14 days. During this period, Human Resources may take steps to informally resolve the complaint. The Employer agrees to provide regular updates to the Union at least every 30 days during this entire process.

The Union will be informed when a complaint is referred for investigation or review. An investigation or review will be performed under the BCER's guidelines.

Upon completion, the complainant and respondent will be provided with the BCER's response which will include an outline of the findings of the investigation or review. The Union will be copied on this response.

The outline of findings of the investigation or review must be sufficient to allow the complainant and the respondent to understand why the BCER's investigation or review has reached the conclusions and the process for reaching those conclusions.

#### *Referral to Arbitrator*

If the response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to an arbitrator, pursuant to Clause 9.2 (Assignment of a Single Arbitrator) within 30 days of receipt of the Employer's response.

The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents and, if they determine that there is no basis for a complaint or if there are insufficient particulars, may dismiss the complaint.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over the interpretation, application, or alleged violation of this clause.

Hearings shall be conducted in an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will determine their own process and may:

- (a) make findings of fact;
- (b) decide if, on the facts, bullying between peers or misuse of managerial/supervisory authority has occurred;

- (c) attempt to mediate a resolve;
- (d) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized of any grievances filed which pertain to a complaint filed under this clause.

Pending the determination of the complaint, the Commissioner may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The parties to this agreement acknowledge the difficulty in establishing an organization-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of policy or in the process of BCER/employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
  - (1) position incumbents employed for the primary purpose of exercising senior management functions;
  - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
  - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the BCER shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.
- (d)
  - (1) When the BCER wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The BCER will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
  - (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.  
  
Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.
  - (3) If no agreement is reached or if no response is received from the Union within 60 days of the date of notification in above, the BCER may refer the matter to the Labour Relations Board.

(4) Where a matter has been referred to the Labour Relations Board, the decision, if any, will be deemed to be binding on the parties.

(5) The BCER shall provide to the Union on June 1<sup>st</sup> on an annual basis a list of excluded positions and incumbents.

## **2.2 Bargaining Agent Recognition**

The BCER recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, and varied by successorship on October 24, 2006, applies.

## **2.3 Correspondence**

(a) The BCER agrees that all correspondence between the BCER and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

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

## **2.4 Jurisdiction**

(a) When licensed professionals are being trained in the technical and practical aspects of work, the employee being trained will be supernumerary.

(b) No employee who is not a member of the bargaining unit shall regularly carry out the duties which have traditionally been performed solely by bargaining unit employees unless the employee is properly classified and appointed to a position within the bargaining unit.

## **2.5 No Other Agreement**

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

## **2.6 No Discrimination for Union Activity**

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

## **2.7 Recognition and Rights of Stewards**

(a) The BCER recognizes the Union's right to select stewards to represent employees. The BCER and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the BCER with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

(1) investigation of complaints of an urgent nature;

- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the BCER.

## **2.8 Bulletin Boards**

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

## **2.9 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the BCER at least one union shop card, for each of the BCER's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on documents prepared by a member of the Union. This designation shall be placed below the signatory initials on correspondence.
- (c) The union insignia may be displayed in a mutually agreeable, prominent position on all mobile equipment operated by members covered by this agreement, providing that the mobile equipment is operated primarily by members of this bargaining unit. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

## **2.10 Right to Refuse to Cross Picket Lines**

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

## **2.11 Time Off for Union Business**

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;

- (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.3 (Union Observer). In the event that union leave is denied at the local level, union staff will contact the Director of Human Resources to discuss and resolve the leave request.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the BCER.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the BCER for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the BCER with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The BCER agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The BCER shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. General Employees' Union.
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (e) *Leave of Absence for Local Chairpersons*

Should a BCGEU local chairperson be elected who works for the BC Energy Regulator, they shall be entitled to up to 35 hours annually of leave of absence with basic pay and without loss of seniority to attend to union business which requires them to leave their general work area.

The Local Chairperson shall provide reasonable written notice and a completed leave of absence for union business form prior to commencing such leave.

The Union will provide BC Energy Regulator with the name of the Local Chairperson.

Further, we agree that the principals will establish a process to review concerns raised by either party pertaining to the utilization of this leave.

## **2.12 Union Meetings**

- (a) Employees may attend a meeting with the President or their designate at their worksite on a mutually agreeable date.
- (b) The Union shall provide not less than two weeks' notice to the Human Resources Department of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.
- (d) Upon receipt of a written request, the BCER shall allow reasonable time at the conclusion of the agenda of any course, seminar, training function or meetings held by the BCER for a speaker from the Union.

(e) The BCER realizes that in some circumstances it is difficult for the President of the Union or their designate to meet with employees outside of normal working hours. Where operational requirements permit, and subject to the union representative giving reasonable notice to the Human Resources Department, the President or their designate shall have the right to meet with the employees on the BCER's premises during the normal workday.

(f) In circumstances covered by Clause 2.12(e) above, the employee's time for attending such meetings shall be considered as time worked. No employee shall be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

### ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 1974 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 Religious Objections of the *Labour Relations Code*).

(b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

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

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

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

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

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

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

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

- (g) The BCER shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided to the Union on a quarterly basis, which shall include a report of employees who have ceased employment and the Record of Employment Code (ROE) used in Block 16 of the ROE form for each of those employees.

#### **ARTICLE 5 - BCER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
- (1) the name, location and work telephone number of the steward; and
  - (2) an authorization form for union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number of the new employee. The Employer will provide the Union with a list of new employees on a monthly basis. The list will include the location, payroll and classification of each employee and will be provided in a mutually agreed format.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 20 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the BCER with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the BCER may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

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

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

#### **ARTICLE 7 - BCER/UNION RELATIONS**

##### **7.1 Union and BCER Representation**

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

## 7.2 Union Bargaining Committees

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

## 7.3 Union Representatives

- (a) The BCER agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the BCER, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the BCER.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the BCER will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The BCER agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the BCER's premises and such access shall not interfere with the operations of the BCER.
- (e) Notwithstanding Clause 7.3(d), the BCER agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the BCER of their intention and purpose for entering the BCER's premises and such access shall not interfere with the operations of the BCER.

## 7.4 Technical Information

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

## 7.5 Policy Meetings

The BCER and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

## 7.6 Emergency Services

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

# ARTICLE 8 - GRIEVANCES

## 8.1 Grievance Procedure

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



## **8.2 Step 1**

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

## **8.3 Time Limits to Present Initial Grievance**

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

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

## **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the BCER authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

## **8.5 Time Limit to Reply at Step 2**

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

## **8.6 Failure to Act**

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

## **8.7 Time Limits to Submit to Arbitration**

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

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

## **8.8 Administrative Provisions**

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

## **8.9 Dismissal or Suspension Grievances**

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

## **8.10 Deviation from Grievance Procedure**

- (a) The BCER agrees that, after a grievance has been initiated by the Union, the BCER's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. The Union agrees that, after the Union files the grievance at arbitration, the Union's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with any BCER representative without the consent of the Human Resource department.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

**8.11 Policy Grievance**

(a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the BCER designate or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

(b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

**8.12 Technical Objections to Grievances**

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

**8.13 Effective Date of Settlements**

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

**8.14 Amending Time Limits**

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

**ARTICLE 9 - ARBITRATION****9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) All grievances being filed at arbitration shall be scanned and emailed, priority posted or by courier to the other party.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested. Every effort will be made to complete dismissal hearings within six months of a dismissal grievance being advanced to arbitration.

## 9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties agree upon the following list of arbitrators.
  - David McPhillips
  - Irene Holden
  - Mark Brown
  - Corinn Bell
  - Marguerite Jackson
  - Jim Dorsey
  - John Hall
  - Judi Korbin

An arbitrator may be added or removed from the list by mutual agreement.

- (d) The parties shall maintain a list of acceptable arbitrators which is gender balanced.

## 9.3 Procedure

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

## 9.4 Decision of Arbitrator

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

## 9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall make every effort to do within seven days.

## 9.6 Expenses of Arbitrator

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

## 9.7 Amending Time Limits

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

## 9.8 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the agreement;
- (6) grievances relating to Article 15 (Hours of Work) agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

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

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

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

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be "*without prejudice*".

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

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

### 10.2 Dismissal

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

### 10.3 Suspension

(a) The Commissioner or any other person authorized in accordance with the *Oil & Gas Activities Act* may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

(b) Upon the employee's request, suspensions of less than five days will be removed from an employee's file after the expiration of five years from the date it was issued, provided there has not been a further infraction.

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

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

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

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's request, any disciplinary documentation or letter of expectation shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued, providing there has not been any further infraction and provided it is not material to any pending disciplinary action.

(d) The BCER agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.6 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s) electronically. The employee or the President, as the case may be, shall give the BCER adequate notice prior to having access to such file(s).

#### **10.7 Right to Have Steward Present**

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

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

#### **10.8 Rejection During Probation**

(a) The Commissioner or any other person authorized by the Commissioner may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the

probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the BCER to reject the employee during the probationary period, they may in accordance with Article 8 (Grievances), grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

### **10.9 Abandonment of Position**

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

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this agreement:

(a) Service seniority shall mean the length of continuous service as a regular employee in the BCER. Regular employees in the Public Service of British Columbia, who transferred to the BC Energy Regulator as of September 4, 2006, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the BCER prior to that date. Service seniority for part-time employees shall be prorated on the basis of one years' service seniority for every 1827 hours completed.

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clause 12.8 or Appendix 4, Part IV or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.

(d) Employees who left the bargaining unit to fill an excluded position, within the BCER, shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit. Upon completion of one years' service these employees will be credited with the remainder of their service seniority.

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

### **11.2 Seniority List**

A current service seniority list for regular employees as of December 31<sup>st</sup> will be provided by the BCER to the President of the Union or their designate on or before March 31<sup>st</sup> of the following year and for March 31<sup>st</sup> by June 30<sup>th</sup>, June 30<sup>th</sup> by September 30<sup>th</sup> and September 30<sup>th</sup> by December 31<sup>st</sup>.

### 11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21 (Maternity, Parental and Pre-Adoption Leave) or leave taken in accordance with Clause 20.12 (Canadian Armed Forces and Coast Guard Auxiliary), shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
  - (1) they are discharged for just cause;
  - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;
  - (3) they are on layoff for more than one year; or
  - (4) except as provided in Clause 13.2(c)(8), they become a casual employee.

### 11.4 Re-Employment

A regular employee who resigns their position and within six months 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 Plan contributions.

### 11.5 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

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

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



**ARTICLE 12 - RECRUITMENT AND SELECTION***Definitions*

*Applicant* - anyone that submits an application for a posted position

*Candidate* - an applicant that has been selected for an interview

**12.1 Postings***Regular and Temporary Assignments Greater Than Twelve Months*

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout the BCER.

(b) Eligibility lists may be established through the posting process and used to fill future vacancies of greater than 12 months within a specific position; or where applicable, across a classification range of grid 12 or lower. If an eligibility list is to be established, it shall be stated on the posting along with the effective duration. Eligibility lists may be in effect for a maximum of one year from the establishment of the list.

(c) Vacancies of a temporary nature which are known to exceed 12 months shall be posted within 30 days. Such postings will normally be limited to the geographic area. In those circumstances where the posting is not limited to the geographic area, Memorandum of Understanding 1 (Board and Lodging and Relocation Expenses), shall not apply. Where necessary to facilitate and support a succession planning, the Commissioner may restrict the posting to internal applicants or approve payment of board and lodging in accordance with Memorandum of Understanding 1, Part I providing the posting for the temporary vacancy contains notice that this discretion will apply.

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

(d) Notices shall be posted electronically at least 14 days prior to the closing date of the competition, except as provided for in Clauses 12.8 (Transfers without a Posting), 12.9 (Relocations), Appendix 4, Part III (Short and Long-Term Disability) and Article 13 (Layoff and Recall).

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

(f) The notice of postings shall contain the following information: nature of position, qualifications, skills, applicability of shift work involved, wage or salary rate or range, eligibility list and effective duration, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

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

(h) Temporary vacancies of not more than 12 months in duration shall be filled in accordance with Clause 12.2.

## 12.2 Positions Temporarily Vacant and Short-Term Opportunities

- (a) The BCER agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (b) In such instances, the BCER shall give regular qualified employees and in consideration of seniority, the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category. Notice of opportunities may be given to employees and may be limited to the geographic area or specific department and operational requirements.
- (c) Approval for release to positions that are temporarily vacant or short-term opportunities, where that position or short-term opportunity is a promotion, will not be unreasonably withheld.
- (d) If a temporary vacancy of less than 12 months is extended beyond 12 months in cumulative duration, then the temporary vacancy must be posted as per Clause 12.1(a) through (g) above. Exceptions may be granted with approval by the Article 28 Joint Committee.
- (e) With respect to this article, Clauses 12.3, 12.4, 12.5, 12.6, 12.7 do not apply.

## 12.3 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The Employer confirms that it will provide as much notice as possible of interview dates. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

## 12.4 Screening and Selection Procedures

### *Screening Process*

- (a) Initial assessment of an applicant's submission shall be based on the minimum qualifications as stated in the job posting. Employee applicants who are not selected as candidates will be notified and an explanation provided upon request.

### *Selection Process*

- (b) Assessment of candidates to and from within the BCER will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the candidate's education, skills, knowledge, experience, past work performance and years of continuous service in the BCER. For those candidates who transferred from the Public Service to the BCER effective September 4, 2006, their years of continuous service, with the Public Service, will also apply.
- (c) The assessment of candidates through a panel interview shall be a process which appraises the knowledge, skills and abilities of the candidates. The weighting of these factors shall be consistently applied within job types within a classification, which have been evaluated under the selection standards project. Selection procedures shall also include years of continuous service, i.e., .5% of total competition points for each year of continuous service and to a maximum of 12.5% of total competition points (maximum of 25 years).
- (d) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates shall be placed on the list in order of their respective point scores and advised of their ranking on the list. A full copy of the eligibility list, and a copy of the posting, will be provided to the union staff

representative. The eligibility list will specify rankings of candidates, referenced as "*internal*" and "*external*".

### **12.5 Notification**

- (a) Unsuccessful employee candidates to posted positions will be notified of the name and classification of the successful employee candidate.
- (b) If the successful candidate is not an employee, upon request, an unsuccessful employee candidate will receive either the name of the successful candidate and a summary of their qualifications, skills and experience.

### **12.6 Explanation Procedure**

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

### **12.7 Interview Expenses**

An internal candidate for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

### **12.8 Transfers Without Posting for Compassionate or Medical Grounds**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for compassionate or medical grounds to regular employees who have completed their probationary period. Compassionate grounds includes care for a family member.
- (b) In such cases the Rehabilitation Committee established in Appendix 4, Part IV (Rehabilitation) shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (c) An employee whose spouse is also an employee and who is transferred pursuant to Clause 12.9 (Relocations), Articles 13 (Layoff), may be considered for a lateral transfer or voluntary demotion to available vacancies.

### **12.9 Probation**

Employees are required to serve a probationary period:

- (a) Immediately following hiring until they have worked the equivalent of six months full-time employment, or 913 hours. The BCER, with agreement of the Union, may extend the probationary period for a further period not to exceed six months;

(b) In the case of promotions or transfers, the period shall be the equivalent of six months full-time employment, or 913 hours. The BCER, with agreement of the Union, may extend the probationary period for a further period not to exceed six months. In the event the employee proves unsatisfactory in the position during the probationary period, they shall be returned to their former position and wage rate, if unencumbered, or a comparable position, without loss of seniority.

### **12.10 Relocations**

(a) It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the BCER and the Union recognize that in certain cases relocations may be in the interests of the BCER and/or the employee. In such cases, an employee and the Union will receive 90 days' written notice prior to the effective date of relocation and be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.

(b) Should a regular employee choose not to relocate, the employee shall elect prior to the date of relocation:

- (1) (i) vacancy selection pursuant to Clause 13.2(c); or
- (ii) early retirement pursuant to Clause 13.4(g); or
- (iii) severance pay pursuant to Clause 13.4(i)

An employee shall elect one of these options no later than 30 days prior to the effective date of relocation and should they fail to do so, they shall be deemed to have resigned and shall be paid severance pay as outlined in Clause 13.2, as applicable.

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

## **ARTICLE 13 - LAYOFF AND RECALL**

### **PREAMBLE**

The BCER agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article.

### **PRE-LAYOFF CANVASS**

Prior to the layoff of regular employee(s) under Clause 13.2, the BCER may at its option, within a geographic location, canvass any employee or group of employees within the BCER to invite:

- (a) voluntary placement into a vacant regular position within the BCER;
- (b) resignation with severance as provided for in Clause 13.2; or
- (c) where eligible, early retirement.

### **13.1 Workforce Adjustment (Phase 1)**

(a) The parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the BCER, reorganization, program termination or closure which impacts a number of employees.

(b) The timeframe for Clause 13.1 placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to

by the Article 28 Joint Committee. Such notice will only be issued after consultation with or advice to the Article 28 Joint Committee.

(c) The BCER will consult with the Union through the Joint Committee established pursuant to Article 28 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. The workforce adjustment activities will be guided by the following principles and procedures:

- (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.
- (2) The BCER must first minimize the impact on their regular employees through the appropriate:
  - (i) layoff of limited term employees;
  - (ii) cancellation of contracts for employment agency personnel;
  - (iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
  - (iv) where necessary, layoff of casual employees;
- (3) The BCER will make available to the Joint Committee a list of vacant positions by geographic location and a list of the employees issued notices laid-off, retired, received severance pay.
- (4) The parties must exhaust all placement options. This will include lateral transfers and, where necessary, regular employees displacing casual employees performing ongoing work.

Consideration will be given to placement of part-time regular employees in full-time vacancies in their own geographic location on the following basis:

- The employee is prepared to accept appointment to the position on a full-time basis;
  - There is no adverse impact of any full-time employee also in the priority placement process.
- (5) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification for placement into vacant positions for which they are qualified.
  - (6) Surplus employees will be placed through lateral transfers in their same geographic locations where such vacancies are available.
  - (7) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their own geographic location. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to Clause 13.2.
  - (8) Acceptance of offers made to employees pursuant to this clause is voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the BCER.

- (d) The purpose of the Article 28 Joint Committee during workforce adjustment will be:
- (1) to facilitate and coordinate the placement of surplus regular employees into existing vacancies for which they are qualified within their own or other headquarters or geographic location;
  - (2) to maximize placement opportunities and minimize job loss of affected employees by gathering relevant information, including lists of surplus staff and vacancies; and
  - (3) to recommend job orientation or appropriate training.
- (e) The Joint Committee will be comprised of equal representatives of the BCER and of the Union. The BCER agrees that union representatives who require leave from work will not suffer any loss of basic pay for time spent on the work of the Joint Committee.
- (f) The parties agree that in order to maximize the placement of surplus employees into vacant positions, training may be required over and above that provided for in the agreement.
- (g) The parties agree that the Committee is a proper vehicle to identify employee skills, training options, and training sources. Where the Committee determines it is advisable to provide training to assist in such placement, it shall be offered.

Any training provided pursuant to this clause will be on a cost effective basis for the purpose of continuing a surplus employee's service with the BCER.

- (h) The Article 28 Joint Committee will be guided by the following principles:
- (1) Once a regular employee is referred to the Article 28 Joint Committee for placement, the Joint Committee will have three weeks to effect a placement under this process. If no placement by the Joint Committee is possible within this time frame, then the BCER may issue layoff notice and the procedures of Clause 13.2, as applicable, will be utilized. This time frame may be extended by mutual agreement.  
  
Where layoff notice is issued, the three-week period may run concurrent with the notice period of Clause 13.2(b), as applicable.
  - (2) Article 28 Joint Committee shall review all referrals and:
    - (i) shall establish a schedule of comparable classifications;
    - (ii) may recommend on the advisability and scope of a pre-layoff canvass;
    - (iii) may recommend staffing actions such as restricted competitions, under-implementation, temporary assignments or secondments;
    - (iv) may recommend on the advisability of an Early Retirement Incentive Plan;
    - (v) identify employee skills, training options and training sources for surplus employees.
  - (3) This placement process applies to regular employees or where appropriate other regular employees in the classification for placement into vacant positions for which they are qualified.

### 13.2 Layoff

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

- (a) Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.
- (b) The BCER shall notify employees affected by Clause 13.1, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.
- (c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:
- (1) The employee to be laid off shall be the employee with the least service seniority in the same classification, and same geographic location.
  - (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (viii) below.

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

- (3) In order to facilitate the administration of Clause 13.2(c)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the BCER will identify the least senior employee within the classification, and geographic locations.
- (4) For purposes of this clause, an employee may only displace a junior employee with less seniority.
- (5) The employee displaced pursuant to Clause 13.2 shall have the options contained in Clause 13.2.
- (6) "*Comparable*" includes a job with a salary range not more than four grid levels below the employee's original classification; or one grid level above the employee's original classification. Where this definition is used, an employee shall not utilize the displacement/bumping options to obtain a promotion. For employees whose salary range has been reduced in the previous three years due to a layoff, comparable shall include grid levels up to their previous classification.
- (7) Notwithstanding (2) above, a regular employee, who is laid off, will have the option of displacing the most senior casual employee within the same geographic location and going onto casual recall lists within the geographic location.

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

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

(9) Regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(10) Providing regular status is maintained pursuant to (8) above, a regular employee who is laid off, will be placed on a recall list for the purposes of recall to a regular position within the BCER in the geographic location, from which the employee has been laid off.

(11) Recall of regular employees shall be in order of seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of six months or longer duration shall be considered to be "*regular*" recall under this section rather than "*casual*" recall under Clause 30.5 (Layoff or Recall) or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(12) In the event that an employee is not placed pursuant to any of the above options they shall claim Section 7 above or early retirement or severance pay.

(d) Job offers pursuant to (c) above:

(1) If an employee refuses one job offer in the same classification and the same geographic location, they will be deemed to have resigned but may, if eligible, claim early retirement.

(2) If an employee refuses one job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.2(i).

(3) If an employee refuses a maximum of two job offers in a different geographic location or with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in Clause 13.2(i).

(4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 13.2(i).

(e) In all cases, the regular employee must possess the qualifications as determined by the Joint Committee, to perform the work available.

(f) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current internal training, and shall be allowed a reasonable time to familiarize themselves with their new duties.



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

(3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(g) *Early Retirement*

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

(h) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 13.2(d), a regular employee will be entitled to resign with severance pay based upon three weeks current salary, including Job Family Market Multiplier (JFMM), if applicable for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

The employee will not receive an amount greater than 12 months current salary, including JFMM if applicable.

(i) Subject to Clause 13.2(d), employees shall remain at work and on pay until the steps under Clause 13.2(c)(2) are completed provided the employee:

- (1) has cooperated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to use Clause 13.2(c)(7).

(j) Employees who relocate pursuant to Clause 13.2 shall be entitled to relocation expenses in accordance with Clause 26.14 (Relocation Expenses).

## **ARTICLE 14 - CAREER AND PROFESSIONAL DEVELOPMENT**

### **14.1 Preamble**

(a) The parties recognize that it is in the mutual interest of employees, BCER, and the people of British Columbia that a skilled workforce is maintained through timely and adequate training.

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

(c) It is recognized that career and professional development is a joint responsibility shared between the BCER and the employee.

(d) All training and development opportunities are subject to the availability of BCER funding, training policies and operational requirements. All training policies and procedures, including intake application information, shall be announced and posted to the website by April 1<sup>st</sup> of each year.

- (e) Matters pertaining to career and professional development may be referred to the Article 28 Joint Committee.

#### **14.2 Leave for Taking Courses**

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

#### **14.3 Educational Leave**

- (a) Education leave will be granted based on applying the principle of merit as the established criteria. The matters to be considered in determining merit shall include the employee's education, skills, knowledge, experience and past work performance in the BCER. The applicability of the education leave to the BCER's mandate and operations will also be considered.
- (b) Educational leave granted by the BCER to regular employees requesting such leave shall be in accordance with the following provisions:
  - (1) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the BCER may be for varying periods up to one year, which may be renewed by mutual agreement.
  - (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the BCER.
  - (3) Applications for educational leave for periods of four months or longer must be submitted to the BCER at least four months prior to the beginning of the requested leave period.
  - (4) Applications for leave of periods of less than four months should be submitted with as much lead time as practical.
  - (5) After consideration by the BCER all applications for educational leave of four months or longer shall be forwarded to the Joint Committee established in Article 28 for review no later than one month from the date of submission. If the Committee decides that the BCER acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision as soon as is reasonably possible and no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing. If an employee wishes to grieve the decision, the grievance shall commence at Step 2 of the grievance procedure.
  - (6) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
  - (7) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effected that, on the completion of the training,

they will remain with the BCER for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.

(8) Should they leave the BCER before this period expires, they shall refund to the BCER the total cost of their training including allowances and expenses on a pro rata basis.

(9) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain with the BCER for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.

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

(11) Termination of employment by the employee or by the BCER for just cause will nullify any obligation of assistance by the BCER under this clause.

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

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

#### **14.4 Educational Assistance**

To qualify for reimbursement, an employee must be a regular employee upon enrolment.

To be approved, the courses described below must be related to the employee's present position or career development:

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

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

Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.

#### **14.5 Leave For Writing Examinations**

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

**14.6 Internal Examination**

Employees shall be permitted to write any internal examination required by the BCER, in the employee's field of work, upon the completion of the necessary term of service and/or training programs. Employees who fail an internal examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the next available sitting after completion of a further three months' service. This provision shall not apply to examinations set as a condition of initial employment.

**14.7 Preparation For Examination**

Employees have a responsibility to devote some of their own time to prepare for courses and examinations offered by the BCER, and to prepare for Occupation First Aid examinations. Where additional time is required and where workloads permit, employees shall be granted reasonable time during the regular workday to prepare themselves for examinations and to complete courses. Such time shall not be unreasonably withheld for eligible employees.

**14.8 Examination Costs**

- (a) Eligible candidates participating in a posted competition for a regular position and who are required to take an examination as part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.
- (b) The BCER shall pay all costs involved, of employees taking tests or examinations as a result of requirements of the employee's current job.

**14.9 Conferences as Seminars**

- (a) Employees required to attend conferences, seminars, BCER meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the BCER. Time spent in travel shall be considered time worked. Such time shall not be counted as part of the Professional Development defined in Clause 14.12 of this agreement.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the BCER, of their application. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance will be considered as time worked.
- (c) An employee who attends a conference, convention, seminar or staff meeting at the request of the BCER, shall be deemed to be on duty and, as required, on travel status.

**14.10 Exchange Programs**

The BCER agrees that exchange programs between the BCER and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

**14.11 Job Orientation**

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

#### 14.12 Professional Development

This clause applies to the following classifications:

- Certified General Accountants
- Certified Management Accountants
- Chartered Accountants
- Registered Forest Technologists
- Registered Applied Science Technologists and Technicians
- Registered Professional Biologists
- Registered Biology Technologist
- Registered Professional Agrologists
- IT Classification

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, such regular employees shall be entitled to up to 10 days leave with pay per year for the following purposes:

- (1) to attend conferences or conventions related to the employee's field or specialization;
- (2) to participate in seminars, workshops, symposiums, or similar out-service programs to keep up to date with knowledge and skills in their respective field. Professional Development leave shall not be cumulative.

(b) Employees wishing to proceed on Professional Development leave shall submit a request, in writing, to the BCER indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a report to the BCER on the substance of the meeting and may be asked by the BCER to expand on the report for the benefit of other employees engaged in similar duties.

(c) The BCER may reimburse any employee proceeding on Professional Development leave all or part of their expenses.

(d) If the relevance of a conference, convention, workshop, seminar, or similar program is in dispute, it shall be referred to the Joint Committee.

(e) The Joint Committee shall be responsible for establishing guidelines for the granting of Professional Development leave, including evaluation of the relevance of the various events.

#### 14.13 Professional Responsibilities and Qualifications

(a) The BCER recognizes that an employee must work in a manner consistent with the standards of conduct, including the use of the professional seal and/or signature, codes or ethics and bylaws established by the appropriate licensing body. No employee will be disciplined for refusal to append name, signature and/or seal to a BCER instructed course of action which in the employee's opinion, conflicts with the aforesaid standards of the appropriate licensing body, provided that in such a case the employee shall, upon request, be required to prove the violation of the relevant professional standard or code and the BCER shall have the right to seek alternative advice.

(b) The employee agrees that it is their responsibility to obtain and maintain membership in those licensing bodies, learned societies or associations as necessary to maintain professional standing.

(c) The BCER agrees to pay the fees related to association memberships and designations for which the BCER identifies as required for the performance of the job duties.

#### 14.14 Employee Appraisal Forms

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

### ARTICLE 15 - HOURS OF WORK

#### 15.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827 which is equivalent to an average of 35 hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

#### 15.2 Work Schedules

- (a) This article will establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The BCER shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The BCER's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this agreement including the following:
  - (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated BCER representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated BCER official;
  - (3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
  - (4) if the parties are unable to reach agreement within 14 days either party may refer the matter to the grievance and arbitration procedure pursuant to Articles 8 and 9.

(d) The BCER and the Union agree that hours of work disputes shall be resolved in accordance with the provisions of the collective agreement.

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

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

(i) the decision must not be retroactive;

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

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

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

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

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

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

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

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

### 15.3 Conversion of Hours

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

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

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

#### 15.4 Rest Periods

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

#### 15.5 Standby Provisions

The Article 28 Joint Committee will develop an equitable procedure for the selection and rotation of qualified employees for standby, to be implemented by the Employer, while ensuring operational requirements are met.

- (a) Where employees are required for standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Employees designated for standby shall be assigned standby, by rotation, on an equitable basis.
- (c) In cases of emergency, and for those employees who have not traditionally been scheduled for standby on a regular basis, standby may be assigned without 30 days' notice, but the BCER shall endeavour to give as much advance notice as possible.
- (d) Standby duty includes answering and making phone calls, handling email messages and other duties not requiring an employee to attend the workplace. Any standby duty that exceeds 20 minutes will be paid overtime rates.
- (e) An employee on standby duty will receive overtime pay in accordance with Article 16.11 (Callout Provision), when the employee is called back to the workplace.
- (f) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (g) Standby assigned on the employee's scheduled day of work will abut the shift and be a minimum of six hours. Standby assigned on a day of rest will be for a minimum of 18 hours per day for employees designated for standby.
- (h) The BCER will consult with the Union prior to initiating standby programs where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

#### 15.6 Meal Periods

- (a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and where possible to correspond to dining room facilities where such facilities are available. The length of the meal period shall not be less than 30 minutes nor more than 60 minutes by mutual agreement.



(b) An employee shall be entitled to take their meal period away from the workstation. For the purpose of this agreement, an employee shall be considered to be away from their workstation if they are not subject to recall to work during their meal period. Where an employee is subject to recall during their meal period, the meal period shall be considered as time worked. On such an occasion the employee shall be compensated at the applicable overtime rate for the duration of the meal period. Overtime worked during a meal period shall be considered as overtime worked after the shift for overtime calculation purposes. For the purpose of this clause "*subject to recall*" means an employee is required by the BCER to be immediately available for duty at their worksite.

(c) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their local supervisor. On such occasions the employees shall terminate their regular days' work earlier by the length of the meal break.

### 15.7 Flextime

Recognizing the societal needs for technical services covering matters of Public Health and Safety or in the fields of Resource Protection and Management, and that the need for the provision of such services cannot always be predicted accurately in advance, the parties agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible, consistent with the welfare of the employees concerned.

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday, providing that no regular daily hours of work exceed 10 hours. The total regular hours worked shall not exceed 70 hours in a 14-day averaging period, or by mutual agreement, 140 hours in a 28 day period, subject to meeting the required annual hours of work in accordance with this agreement.

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

(c) The Employer will provide the Union annually with a list of all employees working flextime and their schedules.

### 15.8 Callout For Emergency Situations

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

### 15.9 Standard Hours

- (a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the workday shall be seven hours duration exclusive of the meal period, and these hours shall be scheduled between 7:30 a.m. and 5:00 p.m.

### 15.10 Employees Working Away From Their Point of Assembly

Except by mutual agreement, employees who are working away from their regular or temporary field point of assembly and who return on a daily basis to their regular or temporary field point of assembly

shall be compensated for all hours worked and hours travelled from their regular or temporary field point of assembly to worksite and return.

### 15.11 Modified Workweek

Where there is mutual agreement between the Union's designate and the BCER's designate at the local level for a modified workweek, work schedules may be arranged on one of the following basis and do not apply to employees on flextime pursuant to Clause 15.7:

- (a) All schedules assume that Paid Statutory Holidays pursuant to Clause 17.1 (Paid Holidays) are not worked.

	Length of Scheduled Shift	Shift Pattern	Workdays Scheduled	Workdays Required	Surplus	Shortfall
i	7 hours, 30 min.	5:2	250	233	17 days	-
ii	7 hours, 30 min.	5:2, 5:2, 4:3	-	-	-	-
iii	7 hours, 45 min.	5:2, 4:3	-	-	-	5.5 hours
iv	8 hours	5:2, 4:3	224	219	5 days	-

- (b) The foregoing work schedules shall be subject to the following provisions:

- (1) Only employees who have completed their probation shall be eligible to work a modified workweek schedule.
- (2) For STIIP purposes the BCER will audit all modified workweek schedules and any shortfalls owing STIIP leaves can be worked or taken from vacation entitlement or CTO Bank.
- (3) It is understood that the implementation of modified workweek schedules is dependent on receiving confirmation from the BCER prior to implementation.
- (4) There shall be equitable rotation of the earned days off as mutually agreed at the local level.
- (5) Pursuant to Clause 15.3(b) of the agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
- (6) Pursuant to Clause 15.3(c) of the agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement when the schedule is drawn up. If an employee chooses not to work the scheduled shortfall, the hours can be transferred from vacation entitlements when the schedule is drawn up.

- (c) The surplus day off, pursuant to "i" above, is scheduled by mutual agreement at the local level on Monday to Friday.

- (d) Where, as a result of Clauses 15.11(a)(i) and 15.11(a)(iv) surplus days off are to be scheduled in when the schedule is drawn up, subject to operational requirements and to any vacation entitlements arising from preferences gained by seniority.

- (e) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.

- (f) If at the end of each annual schedule, or upon termination, an employee has taken more surplus days off than earned, the BCER will recover the additional monies paid as a result.

- (g) Effective January 1/21, Modified Workweek banks will be included on employee self-service entitlement lists.
- (h) Employees working in a position with a flextime schedule, pursuant to Clause 15.7, who accept a temporary assignment that qualifies for a modified workweek schedule, pursuant to Clause 15.11, will switch to the new schedule for the length of the temporary assignment.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

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

### 16.2 Authorization and Application of Overtime

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

### 16.3 Overtime Entitlement

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

#### 16.4 Recording of Overtime

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

#### 16.5 Sharing of Overtime

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

#### 16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (2) double-time for hours worked in excess of the two hours referred to in (1) above;
- (3) double-time for all hours worked on a day of rest.

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

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular days' pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

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

(d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, at the employees' option.

(2) Effective April 1, 2013, accumulated overtime in excess of 70 hours, shall be paid in cash at the end of each fiscal quarter (i.e. the end of June, September, December and March) unless the compensatory time off has been taken, or upon termination.

(3) If the employee elects to take compensatory time off, such time off shall be scheduled by mutual agreement.

(4) Where overtime earned is paid in cash the BCER shall make every reasonable effort to make payment by the next pay period immediately following the fiscal quarter-end.

#### 16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be:

Date	Rate
July 1, 2022	\$15.88
July 1, 2023	\$16.95
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined general wage increase (GWI) and cost of living adjustment (COLA) for that year.*

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

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the BCER shall provide the meal or pay the overtime meal allowance.

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

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

### **16.8 No Layoff to Compensate for Overtime**

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

### **16.9 Right to Refuse Overtime**

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

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

### **16.10 Overtime for Part-Time Employees**

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

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

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

### **16.11 Callout Provisions**

(a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

(b) *Callout Time Which Abuts the Succeeding Shift:*

(1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

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

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

#### **16.12 Rest Interval After Overtime**

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

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.1 Paid Holidays**

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

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- (b) Entitlement shall be prorated for employees who work on a part-time basis.
- (c) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.
- (d) Notwithstanding (a) and (c) above, should the government of the Province of British Columbia introduce a statutory holiday to honour Indigenous reconciliation (even if not titled "*Day of Truth and Reconciliation*") on a date other than September 30<sup>th</sup>, the employee shall be entitled to the new provincial holiday but not the federal holiday. For clarity, the federal National Day of Truth and Reconciliation on September 30<sup>th</sup> would not constitute a paid holiday pursuant to (a) and (c) above.

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

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

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

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

#### **17.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday. The day off in lieu shall be scheduled by mutual agreement and taken within 60 days following the paid holiday. If the lieu day is not taken within the 60 days, it shall be immediately scheduled on the vacation roster.

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

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

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

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

#### **17.7 Paid Holiday Pay**

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

hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

(a) *Definitions:*

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

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

"*Anniversary*" - the date on which an employee was first hired.

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

<b>Vacation Years</b>	<b>Workdays</b>
First to Second .....	15
Third .....	16
Fourth.....	17
Fifth .....	19
Sixth .....	20
Seventh .....	20
Eighth .....	22
Ninth .....	23
Tenth.....	24
Eleventh .....	25
Twelfth .....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth .....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter .....	35

Leave with pay pursuant to Appendix 4, Section 1.1 (d) (WCB leave), is accepted at straight-time rates for purposes of applying Clause 18.1(b).

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

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



(e) The parties agree that recruitment and retention is an issue in certain geographical locations. In an effort to address these issues employees who reside and work in the following locations will be provided an extra day:

- Dawson Creek
- Fort Nelson
- Fort St. John
- Prince George
- Terrace

Should the BCER open another office location other than those outlined above, the parties will meet to discuss consideration for the extra day of vacation.

### **18.2 Vacation Earnings for Partial Years**

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

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

### **18.3 Vacation Scheduling**

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

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

(d) Vacation schedules, once approved by the BCER, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee any other employees affected and the BCER.

(e) Vacation schedule forms shall be posted by the BCER by February 15<sup>th</sup> of each year in each work unit. Employees shall make vacation selections by March 15<sup>th</sup> of each year. The complete vacation schedule shall be posted by March 31<sup>st</sup>.

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

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

(h) An employee transferred by the BCER shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

- (i) The BCER shall make every reasonable effort to contact employees who are absent in order to establish such employees' preferences for vacation.
- (j) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

#### **18.4 Vacation Pay**

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.

#### **18.5 Displaced Vacation**

When an employee is hospitalized or under a physician's care and in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 14.2 (Leave for Taking Courses), 14.3 (Educational Leave), 20.1 (Bereavement Leave) and 20.6 (Leave for Court Appearances) during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the BCER and provide necessary documentation within seven days of returning to work.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed ten days at any time. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) A single vacation period which overlaps the end of a calendar year (December 31<sup>st</sup>) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31<sup>st</sup> shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.7 Callback From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the BCER. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.
- (d) Employees will receive overtime compensation, pursuant to Clause 16.1(d) "*Double-time*" for all hours worked, for the duration of their participation in an emergency situation or until the regularly scheduled vacation expires, whichever happens first.

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

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

### 18.9 Vacation Credits Upon Death

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

### 18.10 Prime Time Vacation Period

(a) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement in an unbroken period during the period May 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, which shall be defined as the prime-time vacation period.

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

### 18.11 Vacation Preference

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

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

(c) In all cases, regular employees shall have preference over any casual employee in vacation selection.

### 18.12 Vacation Relief

Where vacation relief is required in the bargaining unit, the BCER shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category, pursuant to Clause 26.4 (Substitution Pay).

### 18.13 Archived Vacation

(a) An employee may carry over vacation, pursuant to Clause 18.6, above. Vacation not taken in excess of this is banked or "*archived*" and may not be cashed out except upon termination.

(b) When archived time is cashed out, it only has the value it had in the year it was earned.

(c) Archived vacation cannot be used as time off.

(d) Effective January 1, 2021, archived vacation will be included on Employee Self-Service entitlement lists.

### 18.14 Recognition of Prior Vacation Year Upon Re-Employment

A regular employee who is re-employed will have their vacation year attained prior to voluntary termination or layoff recognized if their break in employment was:

- (a) Voluntary termination (i.e., resignation or retirement), or
- (b) Being on layoff for more than one year, or
- (c) Becoming a casual employee.

The foregoing applies notwithstanding Articles 11.3 (Loss of Seniority), 11.4 (Re-Employment), 11. (Bridging of Service), and 18.1 (Annual Vacation Entitlement).

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

Employees shall be entitled to coverage for Short-Term Illness and Injury and Long-Term Disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this agreement by negotiations between the parties and included as Appendix 4 (Short-Term and Long-Term Disability).

#### **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

##### **20.1 Bereavement Leave**

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays. It is understood that the employee has the ability to split the five day entitlement between the date of death and the date of the funeral.
- (b) Immediate family is defined as an employee's parent, spouse, child, stepchild, grandchild, foster child in the care of the employee, grandparents, brother, sister, stepsibling, father-in-law, mother-in-law, and stepparent. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (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.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

##### **20.2 Special Leave**

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) wedding of the employee - two days
  - (2) attend wedding of the employee's child - one day;
  - (3) birth of the employee's child - two days per child;
  - (4) serious household or domestic emergency - one day;
  - (5) moving household furniture and effects - one day;
  - (6) attend their formal hearing to become a Canadian citizen - one day;
  - (7) attend funeral as pallbearer or mourner - one-half day;

- (8) court appearance for hearing of employee's child - one day;
  - (9) in the case of serious illness or hospitalization of parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent, or stepparent, and, after notifying their supervisor - two days per calendar year - this may be used in one-half shift increments;
  - (10) child custody hearing - one day per calendar year;
  - (11) employee or employee's child is a victim of domestic violence - five days per calendar year;
  - (12) employee discretionary day - four days per calendar year.
- (b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7), (8), (9), and (10), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.
- (e) For the purpose of special leave under (a)(11), the employee may choose to take the leave with pay intermittently up to three days or in one continuous period.

### 20.3 Family Illness

- (a) In the case of illness or hospitalization of a dependent child of an employee, or the employee's spouse and when no one at the employee's home other than the employee can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.
- (b) The BCER may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

### 20.4 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 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 (Health and Welfare).

### 20.5 Full-Time Public Duties

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

- (a) for employees to seek election in a municipal, First Nations or other Indigenous Community government, provincial, or federal election for a maximum period of 90 days;

- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of up to one year and the leave shall be renewed upon request;
- (c) for employees elected for a full-time position of President or Treasurer with the Union for a period of three years;
- (d) for employees elected to a public office for a maximum period of five years.

On return from leave, an employee shall be placed in their former position or in a position of equal rank and basic pay within the same geographic location within the BCER.

#### **20.6 Leave for Court Appearances**

- (a) The BCER shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the BCER all monies paid to them by the court, except travelling and meal allowances not reimbursed by the BCER.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

#### **20.7 Elections**

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

#### **20.8 General Leave**

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

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

- (a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.10. "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their maximum leave entitlement pursuant to Clause 20.10 the necessary time including

travel and treatment time up to a maximum of four days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The BCER may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum per calendar year of:

Date	Maximum Amount
July 1, 2022	\$618.17
July 1, 2023	\$659.90
July 1, 2024	TBD

*Note: The 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

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

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

(e) Where leave pursuant to (b) above would be reduced, the BCER may approve airfare payment for the employee in lieu of the:

Date	Maximum Amount
July 1, 2022	\$618.17
July 1, 2023	\$659.90
July 1, 2024	TBD

reimbursement, once per calendar year.

*Note: The 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(f) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

## 20.10 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3, 20.9, and 20.17 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the BCER.

## 20.11 Emergency Service Leave

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

(b) Leave of absence with pay shall be granted to an employee for the purposes of participating in BCER-approved Provincial Emergency Program training. Where the employee receives remuneration for the training, such remuneration shall be forwarded to the BCER.

**20.12 Canadian Armed Forces and Coast Guard Auxiliary**

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

(1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the BCER;

(2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Employees who volunteer in activities related to the Canadian Coast Guard Auxiliary may be granted leave of absence without pay to participate in training, or to attend regional association meetings as a board member, or conferences as a delegate.

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

**20.13 Donor Leave**

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow, blood, plasma, stem cells, organ or tissues.

**20.14 Other Religious Observances**

(a) Employees who are members of non-Christian religions are entitled to up to three days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

**20.15 Leave Respecting Death of Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 (Health and Welfare).

**20.16 Leave Respecting Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act* and such leave shall be in



accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 (Health and Welfare).

#### **20.17 Cultural Leave for Indigenous Employees**

- (a) Indigenous employees are entitled to up to two days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

#### **20.18 Gender Affirming Leave**

- (a) Employees are entitled to up to eight weeks of cumulative leave with pay for medical procedures and revisions for gender affirmation.
- (b) Requests for leave under (a) shall be in writing to Human Resources, four weeks prior to leave commencement date and with supporting documentation from a medical practitioner.
- (c) Additional paid or unpaid leave may be provided through collective agreement leave provisions.

### **ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

#### **21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the BCER in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of the birth.
- (c) The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but shall commence no later than six weeks prior to the expected date of birth.
- (d) 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.
- (e) If an employee intends to commence maternity leave between 13 and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave.
- (f) The parties agree that Clause 1.8 (*Human Rights Code*) applies.

#### **21.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 63 consecutive weeks without pay.
- (b) Where both parents are employees of the BCER, they shall each qualify for up to 63 consecutive weeks without pay of parental leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

- (d) Leave taken under this clause shall commence:
- (1) In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 21.1.
  - (2) In the case of the other parent, immediately following the birth or placement of the adoptive child.
  - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement.

Such agreement shall not be unreasonably withheld. However, the leave must begin within 78 weeks after the birth of the child(ren) or placement of the adoptive child(ren). Such leave request must be supported by appropriate documentation.

### **21.3 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 78 weeks.

### **21.4 Benefit Waiting Period Allowance**

- (a) An employee who qualifies for and takes leave pursuant to Clauses 21.1 or 21.2 and is required by the Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/ Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.
- (b) An employee who qualifies for and takes leave pursuant to Clauses 21.1 or 21.2 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.

### **21.5 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the BCER, proof that the employee applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (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.

### **21.6 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the BCER proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, 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 BCER, the employees shall determine the apportionment of the 35 weeks' standard parental leave allowance between them.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for the 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 BCER, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(d) An employee's election of either standard or extended parental leave allowance is irrevocable.

(e) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

### **21.7 Extended Child Care Leave**

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

(a) The employee's application shall be submitted to the BCER at least four weeks prior to the expiration of Article 21 (Maternity, Parental and Pre-Adoption Leave).

(b) The combined length of leaves under this clause and under Article 21 shall not exceed 18 months.

(c) The employee's return to work requirements of Clauses 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.

Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

### **21.8 Pre-Placement Adoption Leave**

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

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

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

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

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

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

(1) adoptions by a family member;

(2) adoptions by the partner of a birth parent; and

(3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

## **21.9 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.2 and 21.7 the BCER shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the BCER's share of these premiums.

## **21.10 Deemed Resignation**

An employee shall be deemed to have resigned on the date following the conclusion of their leave pursuant to Clauses 21.1, 21.2 and 21.7 commenced unless they advised the BCER of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 (Maternity, Parental and Pre-Adoption Leave) or Clause 20.15 (Leave Respecting Death of Child) or if they do not return to work after having given such advice.

## **21.11 Entitlements Upon Return to Work**

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

Notwithstanding Clause 18.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

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

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

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

## **21.13 Benefits Upon Layoff**

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

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

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

The Union and the BCER agree to cooperate fully in matters pertaining to the prevention of incidents/accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### 22.2 Joint Occupational Health and Safety Committees

(a) Each worksite where 20 or more workers are regularly employed will have a Joint Occupational Health and Safety Committee and membership will be as follows:

(1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the BCER. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.

(2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the BCER.

(b) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs, where applicable. Worker representatives will be granted two hours to meet together to prepare for each committee meeting. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs. Meetings will be held on a monthly basis.

(c) Worker representatives shall be released from their regular duties to attend committee meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

(d) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee, posted on boards and on the internal website.

(e) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

(f) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that required by law, during the first six months in which they serve on the Committee for the purposes of attending committee orientation training courses conducted by the union.

(g) Where worksites exist with less than 20 employees working there, a less formal program shall be maintained. A worker representative may be appointed by the Union as per Section 128 of the Act. The worker representative will function as a safety representative of the employees and attend meetings of the JOHS Committee, pursuant to (a) above, by speaker phone or video conference.

### 22.3 Unsafe Work Conditions

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

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

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

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

### 22.4 Investigation of Accidents

(a) Pursuant to Part 3, Division 10, Accident Reporting and Investigation of the *Workers Compensation Act*, all incidents/accidents shall be investigated jointly by one management representative and, if they are reasonably available, one designated representative appointed by the BCGEU, where appropriate. All investigations should include persons knowledgeable about the type of work involved.

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

- (1) Workers' Compensation Board
- (2) Joint Occupational Health and Safety Committee
- (3) BCER Designate(s)
- (4) BCGEU Designate(s).

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

### 22.5 Occupational First Aid Requirements and Courses

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

(b) Where the BCER requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the BCER and leave to take the necessary courses shall be granted with pay. For courses with required and graded homework assignments, time spent by employees outside of regular class time, will be reimbursed at straight-time rates.

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

*Level 3 Occupational First Aid Certificate*

Effective Date	Per Biweekly Period
July 1, 2022	\$67.99
July 1, 2023	\$72.58
July 1, 2024	TBD

*Level 2 Occupational First Aid Certificate*

Effective Date	Per Biweekly Period
July 1, 2022	\$53.15
July 1, 2023	\$56.74
July 1, 2024	TBD

*Note: The 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

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

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

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

- (d) (1) In order to meet the requirements of (a) above, the BCER will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the BCER to meet their obligations by approaching regular employees in the work unit on behalf of the BCER.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the BCER to achieve (a) above, the BCER may:
- (i) recall a qualified casual employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or
  - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1 (Postings).
- (5) Failing (4) above, the BCER may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

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

## 22.6 Injury Pay Provision

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

## 22.7 Transportation of Accident Victims

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

## 22.8 Video Display Terminals

- (a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10-minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.
- (b) The BCER will not use VDT's which use cathode ray tubes.
- (c) The BCER shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screens;
  - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.
- (d) The BCER shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

The BCER shall require that any new government owned facility, or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (e) shall apply.

The Provincial Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (d) above and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.



- (e) The BCER shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (d) above.

## **22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

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

### **22.10 Working Alone or in Isolation**

- (a) Where employees are required to perform duties alone, or in isolation they shall be supplied with an effective communications device, including but not limited to, radio, satellite, cellular or radio-telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specific locations.

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

### **22.11 Communicable Diseases**

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

- (b) In respect of communicable diseases, the Joint Occupational Health and Safety Committee may consider, review and make recommendations to the Principals on issues including:

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

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

- (d) Where a communicable disease policy is established the local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

- (e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the BCER's expense.

### **22.12 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.

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

#### **22.13 Training Program for Occupational Health and Safety Committee Members**

- (a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the training program jointly developed by the Provincial Joint Committee. Amendment of course material when required shall be by mutual agreement only.
- (b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.2(a) within six months of appointment. The Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) The training shall be carried out jointly by teams of qualified union and BCER representatives and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors shall be selected by the Union.
- (f) Union instructors, Safety Committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the BCER.

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

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

**22.15 Clean-up Time**

- (a) Employees shall be allowed reasonable time during the shift for clean-up purposes.
- (b) Facilities for such clean-up shall be provided by the BCER subject to the practicability of the particular situation.
- (c) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of their scheduled workday. However, the BCER may decide whether clean-up in this case is to be done during the workday or on overtime.

**22.16 Provision for Locker and Changing Facilities**

Subject to physical limitations, it is the intent of the BCER to eventually provide locker and changing facilities at all locations where employees are required to change or store clothes during the normal course of their duties.

**22.17 Strain Injury Prevention**

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

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

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

**22.18 Level 1 First Aid Certification**

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

**22.19 Personal Protective Equipment**

- (a) The BCER shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the BCER.
- (b) Regular employees who are required by the Workers' Compensation Board (WorkSafe) Regulations or by the BCER to wear protective footwear in the performance of their duties shall, upon presentation of a receipt(s) evidencing the purchase of same, be reimbursed in the amount up to:

Date	Maximum Amount
July 1, 2022	\$342.11
July 1, 2023	\$365.20
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

Effective the date of ratification, an employee can claim up to the maximum amount of the footwear allowance on a biennial basis.

## **22.20 Survival Equipment**

- (a) Employees who are required to work under isolated field conditions will be provided with the survival equipment deemed most appropriate under the particular circumstances prior to the commencement of their field assignment.
- (b) If disputes arise with reference to the "appropriate" equipment in (a) above, the matter shall be referred to the local Occupational Health and Safety Committee established pursuant to Clause 22.2 of the agreement.
- (c) The BCER undertakes to maintain an Occupational Health and Safety Program compliant with all applicable statutes and regulations to the working environment.

## **22.21 Survival Course**

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

## **22.22 Survival First Aid Course**

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

## **22.23 Supply and Maintenance of Equipment**

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

## **22.24 Safe Working Conditions**

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

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the BCER's operations.

- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

### 23.2

- (a) For the purpose of technological change, the BCER agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.

"*Technological Change*" means:

- (1) the introduction by the BCER into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the BCER in that work, undertaking or business, or
- (2) a change in the manner, method or procedure in which the BCER carries on its work, undertaking or business that is directly related to the introduction of that equipment or material,

that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 28 (Joint Committee), shall meet to consult on the impact of the proposed change.

- (c) The written notice identified in Clause 23.2 (a) will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the BCER plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

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

- (1) Regular employees who are assigned by the BCER to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 (Layoff and Recall).
- (2) To absorb those regular employees who are not assigned by the BCER to work with the new technology or who are displaced because of such technological change, the BCER will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
- (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 (Layoff and Recall) or Article 30 (Casual Employees), as appropriate.

### 23.3

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

**23.4**

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

**23.5**

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change and provided for in Clause 23.2(a). Accordingly, the parties agree, pursuant to Article 28 (Joint Committee), to meet to exchange information with respect to such changes at the request of either party.

**ARTICLE 24 - CONTRACTING OUT**

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

**ARTICLE 25 - HEALTH AND WELFARE****25.1 Basic Medical Insurance**

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

**25.2 Extended Health Care Plan**

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

**(a) *Coordination of Benefits***

- Effective July 1, 2022, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

**(b) *Waiting Period***

- Effective July 1, 2022, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of six full calendar months of regular employment to the 1<sup>st</sup> of the month following three full calendar months from their date of regular employment.

**(c) *Chiropractic, Naturopathic, Podiatry and Acupuncture Services***

- Effective January 1, 2023, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2023, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2023, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

- Effective January 1, 2023, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- (d) *Counselling Services*
- Effective January 1, 2023, increase the combined maximum for counselling services under the extended health care plan from \$500 per family to \$750 per person. The combined maximum includes registered psychologists, registered clinical counselors, and recognized social workers.
- (e) *Diabetic Supplies*
- Effective January 1, 2023, add Continuous Glucose Monitors (CGMs) and sensors.
- (f) *Physiotherapy Services*
- Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2023.
- (g) *Eye Exams*
- Effective January 1, 2023, increase eye examinations from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.
- (h) *Reimbursement*
- Effective January 1, 2023, reimbursement formula of 80% coverage for the first \$2,000 (currently \$1,500) paid for a person in a calendar year. Any claims beyond the \$2,000 will be covered at 100%.
- (i) *Annual Deductible*
- Effective January 1, 2023, increase annual deductible from \$90 to \$100.

### **25.3 Dental Plan**

- (a) The BCER shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
- (1) Part A, 100% coverage;
  - (2) Part B, 65% coverage
  - (3) Part C, 55% coverage.
- (b) Orthodontic services are subject to a lifetime maximum payment of \$3500 per patient.

### **25.4 Group Life**

- (a) The BCER shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$100,000. The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix 1 (Employee Basic Life Insurance).

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

The employee is responsible for the premium for optional spouse and dependant coverage.

- (b) Employees shall as a condition of employment, enrol in the Employee Basic Life Insurance and shall have the appropriate taxable benefit and, if applicable, premium deducted from their pay.

(c) The Employer shall offer the following optional plans for employees to purchase through payroll deduction:

- Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);
- Optional Life Insurance for employee, spouse and dependent children;
- Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.

(d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1 (Advance Payment of Group Life Benefits).

### **25.5 Air Travel Insurance**

(a) In the event of death or disability incurred while travelling by aircraft on business of the BCER, regular and casual employees will be covered by the terms and conditions of the BCER's blanket insurance policy. The existing benefits will not be decreased during the life of this agreement.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

### **25.6 Employment Insurance**

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

### **25.7 Medical Examination**

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

### **25.8 Legislative Changes**

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

### **25.9 Employee and Family Assistance Program**

(a) A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

(b) This BCER -funded, confidential, assessment/referral service will be monitored by the Article 28 Joint Committee.



- (c) The BCER will consult with the Union regarding the selection of a service provider. The BCER will not select a service provider to which the Union has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

#### **25.10 Health and Welfare Plans**

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The BCER will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.
- (c) The cost of such a brochure shall be borne by the BCER.

#### **25.11 Designation of Spouse**

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

### **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

#### **26.1 Equal Pay**

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

#### **26.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Casual employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The BCER shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the BCER shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

#### **26.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 26.7.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

- (c) Increase rates of pay for classifications listed in Appendix 1 effective the following dates:

Date	Percentage Increase
July 1, 2022	25¢/hour + 3.24%
July 1, 2023	6.75%
July 1, 2024	TBD

#### 26.4 Substitution Pay

- (a) An employee will be granted substitution pay where the employee is:
- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
  - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the BCER to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
- (1) substitution pay shall not be payable for periods of substitution of 70 consecutive work hours or less in the higher position;
  - (2) substitution in excess of the 70 consecutive work hours shall be payable from the commencement of the first shift of substitution;
  - (3) substitution is not payable for any period of substitution during vacation relief in the higher position.
- (e) Payment for leave under Clauses 20.1 (Bereavement Leave) and 20.2 (Special Leave) will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.
- (g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

(h) An included employee who substitutes in an excluded position and is not in receipt of substitution pay pursuant to (d) above, shall remain in the bargaining unit. Should an included employee substitute in an excluded position with substitution pay pursuant to (d) above shall be excluded from the bargaining unit for the duration of the substitution period.

#### **26.5 Rate of Pay on Reclassification or Promotion**

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

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

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

#### **26.6 Pay on Temporary Assignment**

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

#### **26.7 Salary Protection and Downward Reclassification of Position**

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

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

that is caused other than by the employee, or in the event of layoff pursuant to Article 13 (Layoff and Recall).

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

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

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

#### **26.8 Vehicle Allowances**

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

Vehicle allowance shall be:

Date	Rate per km
July 1, 2022	61¢
July 1, 2023	TBD
July 1, 2024	TBD

*Note: the 2023 and 2024 allowance will be increased by the percentage of the combined GWI and COLA for each respective year to the maximum allowable amount set by the Canada Revenue Agency.*

### 26.9 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal	July 1, 2022	July 1, 2023	July 1, 2024
Breakfast	\$14.25	\$15.21	TBD
Lunch	\$16.35	\$17.45	TBD
Dinner	\$27.51	\$29.37	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

### 26.10 Location Allowance

The following location allowances shall apply as follows:

- (a) Employees whose position is located in Fort St. John, Dawson Creek, Prince George, and Terrace shall be provided an adjustment to their base salary of 3%.
- (b) Employees whose position is located in Fort Nelson shall be provided an adjustment to their base salary of 13%.
- (c) Should any worksites outside those identified in (a) and (b) above, or the current locations of Victoria and Kelowna be established, the parties will meet to discuss appropriate premiums, if any, for such locations.

### 26.11 Transportation for Employees

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

### 26.12 Upgrading Qualifications

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

### 26.13 Accommodation, Board and Lodging

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

#### 26.14 Relocation Expenses

- (a) Except as provided in (b) below, regular employees and eligible casual employees who have to move from one geographic location to another after winning a competition, or at the BCER's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 1. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.
- (b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the BCER expenses paid on a pro rata basis.
- (c) The provisions of (b) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Clause 12.9, Article 13 or 33.

#### 26.15 Relocation at Time of Retirement

Where an employee, who has been relocated by the BCER or through a competition to an isolated location, gives not less than six months' notice prior to retirement to relocate elsewhere in the province, the BCER will pay the cost of moving the employee's household goods and effects in accordance with that part of the relevant regulations in effect at the time of the employee's retirement, providing that:

- (a) The employee shall have served a minimum of three years in the isolated location.
- (b) The employee actually moves to a location in the province within three months of the month in which they cease to be actively employed in the BCER.
- (c) For the purposes of this clause, the term "*isolated location*" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.
- (d) For the purposes of this clause, the term "*retirement*" shall refer to an employee who is scheduled to retire and to receive a pension allowance under the Public Service Pension Plan Rules.

#### 26.16 Retirement Allowance and Pre-Retirement Leave

- (a) Upon retirement from the BCER, an employee who has completed 20 years of service with the BCER, including any service with the Government of BC prior to transfer to the BCER and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a pension benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement. Service with the Public Service is only included where the employee was involved in the September 4, 2006 transfer from the Public Service to the BCER.
- (b) Where an employee is permitted to purchase a period of war service under the Public Service Pension Plan Rules at retirement, they may use all or part of their entitlement for the purchase of war service.

#### 26.17 Salary Rate Upon Employment

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

**26.18 Telephone Allowance**

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

**26.19 Salary Rate on Demotion**

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

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

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

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

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

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

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

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

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

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

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

**26.21 Child Care Expenses**

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

- (1) BCER endorsed education, training and career development activities, or
- (2) BCER sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to:

Date	Rate
July 1, 2022	\$74.17
July 1, 2023	\$79.18
July 1, 2024	TBD

per day upon production of a receipt.

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(b) Where an employee, who is not on leave of absence, attends a course approved by the BCER outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense effective date of ratification up to \$32.49 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

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

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

#### **26.22 Lodging Allowance**

Employees on travel status who stay in non-commercial lodging shall be entitled to claim:

Date	Rate
July 1, 2022	\$42.46
July 1, 2023	\$45.33
July 1, 2024	TBD

per day except where the lodging is supplied by the BCER. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

#### **26.23 Qualified Registered Professional Fees**

Regular employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed in full for annual membership or licensing fees.

#### **26.24 Travel Expense Reimbursement**

The BCER shall provide for the direct deposit (electronic funds transfer) of travel expense reimbursement in a participating chartered bank, trust company or credit union of the employee's choice. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

**ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION****27.1 Classification Plan**

- (a) The BCER and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the Public Service Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Public Service Job Evaluation Plan.
- (b) Public Service Job Evaluation Plan will be used to evaluate positions in the agreement and to determine their appropriate factor ratings.
- (c) The BCER agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.
- (d) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the BCER including staffing and collective agreement purposes.

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

- (a) The BCER agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly change in the job evaluation plan, a joint technical working committee will be used. There will be equal representation of technical experts from the BCER and the Union on this committee, and total membership from each side will not exceed four.
- (c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the bargaining unit and shall make joint recommendations to the bargaining Principals for ratification.
- (d) When a new or substantially altered benchmark/reference job covered by this agreement is introduced, the factor ratings shall be subject to agreement between the BCER and the Union.
- (e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.
- (f) No existing classification shall be eliminated without prior consultation with the Union.
- (g) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

**27.3 Classification Appeal Procedure**

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 8 (Grievances).

**Part 1**

- (a) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor, excluded manager and Human Resources Part 1(a) of the



Classification Appeal form, requesting a written job description describing the duties and responsibilities, which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties and must be signed by an excluded manager or designate. An organization chart will also be included at this step.

(b) The employee and their immediate supervisor will review the job description and identify in writing any discrepancies between assigned duties and the job description content. If the excluded manager (or designate) agrees, the duties will be incorporated into the job description and signed by the excluded manager or designate.

## Part 2

(c) If the employee believes that the position they occupy is still improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the Human Resources Department and the Union within 30 days of receipt of the written job description or when the response was due at Clause 27.3(a) or the appeal will be deemed to have been abandoned. Should the employee believe there are additional duties not included in the confirmed job description, such duties will be listed in writing by the employee and will accompany Part 2 of the form.

(d) Differences between the employee and the supervisor or excluded manager or designate respecting any areas in the job description not being consistent with the assigned duties shall be clarified, and where possible, resolved at the "*joint on-site*" interview or telephone conference. The Union's classification representative will be advised of the date, time and location of on-site interviews in order that they attend. The Human Resources Department shall respond with written rationale within 60 days of the joint on-site interview or telephone conference date.

(e) If there remains a dispute respecting the classification level, the Union will respond to the Human Resources Department within 60 days of receipt of the written response at Clause 27.3(d) or when the response was due. The response will provide a written classification rationale explaining why the rating sought is more appropriate than the existing rating focusing on the area(s) in dispute for each appellant, or group of appellants, including reference to supporting benchmarks in the relevant classification/job evaluation plan.

(f) If the classification level remains in dispute, the Union and BCER may agree to an alternative process in order to resolve the classification appeal.

(g) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 27.4 by providing the BCER with written notification. Any such notification shall be transmitted within 60 days of the response from the Union at Clause 27.3(e) or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

(h) These time limits may be extended in writing by the mutual agreement of the parties.

(i) A submission of a classification appeal to adjudication shall be transmitted to the BCER.

## 27.4 Adjudication

(a) The parties shall jointly agree upon a referee who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 27.3(g).

(b) *Expedited Adjudication* - Classification appeals submitted to the adjudication stage may be submitted to a referee for a final and binding decision pursuant to and in accordance with this article.

## **27.5 Effective Dates**

The effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 27.3(a).

## **ARTICLE 28 - JOINT COMMITTEE**

### **28.1 Establishment of Joint Committee**

There shall be established a joint committee composed of eight representatives, four appointed by the Union, one of whom will be a staff representative, and four appointed by the BCER.

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

### **28.2 Meetings of Committee**

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

### **28.3 Chairperson of Committee**

The BCER representative and a union representative shall alternate in presiding over meetings.

### **28.4 Responsibilities of Committee**

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the BCER and shall not have the power to bind either the Union or its members or the BCER to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the BCER to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and the BCER on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) discussing issues relating to the workplace that affect the parties or any employee bound by this agreement;
  - (3) correcting conditions causing grievances and misunderstanding;
  - (4) reviewing ways in which the BCER can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
  - (5) reviewing matters unresolved and referred to it by the Joint Occupational Health and Safety Committee and the Article 28 Committee may make recommendations to the Joint Occupational Health and Safety Committee regarding health and safety issues;

- (6) reviewing organizational health issues relating to the recruitment and retention of employees;
- (7) the Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 14.3( b) (Educational Leave).
- (8) reviewing ways to achieve the most effective use of human resources and a well-trained professional organization, including discussions regarding career paths and developmental opportunities.

## ARTICLE 29 - SECONDMENT

### 29.1 Definition

"*Secondment*" means a process by which the BCER may assign an employee to another agency, board, society, or commission not subject to the BC Energy Regulator.

### 29.2 Notice of Secondment

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

### 29.3 Provisions of BCGEU Agreements to Apply

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

### 29.4 BCER's Representative Designated to Handle Grievances at the 2<sup>nd</sup> Step

The BCER will inform the employee of the BCER's representative designated to handle grievances at the second step. Where a seconded employee has a grievance the employee will discuss the grievance with their supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Casual Employees

- (a) A casual employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Casual employees who have worked 1827 hours in 33 pay periods and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.
- (c) For the purposes of (b) above and Clauses 30.6 (Application of Agreement), 30.9 (Medical, Dental and Group Life Insurance), 30.11 (Annual Vacations) and 30.12 (Eligibility Requirements for Benefits), hours worked shall include:
  - (1) hours worked at the straight-time rate;
  - (2) hours compensated in accordance with Clause 30.10 (Designated Paid Holidays);

- (3) hours that a seniority rated casual employee cannot work because they are on a recognized WCB claim arising from their employment with the BCER to a maximum of 420 hours of missed work opportunity within 14 calendar weeks from the beginning of the claim.
- (4) annual vacation pursuant to Clause 30.11(d) (Annual Vacations);
- (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (6) missed work opportunities during leaves pursuant to Clause 2.11(a) (Time Off for Union Business - *Without Pay*), except that during the first thirty-three pay periods of employment such credit shall be limited to one hundred five hours;
- (7) leaves pursuant to Clause 2.11(b) (Time Off for Union Business - *With Pay*);

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

(d) For the purposes of (b) above and Clauses 30.6 (Application of Agreement), 30.9 (Medical, Dental and Group Life Insurance), 30.11 (Annual Vacations) and 30.12 (Eligibility Requirements) for Benefits, hours beyond the 210 hours in (c)(3) above, that a casual employee cannot work because they are on a recognized WCB claim arising from their employment with the government are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

### **30.2 Internal Status for Applying for Regular Positions**

- (a) Casual employees who have worked in excess of 30 days (210 hours) will be recognized as internal applicants when applying for regular positions.
- (b) Subject to Clause 30.4 (Loss of Seniority), a casual employee who has worked in excess of 30 days (210 hours) prior to application for a regular position, or a casual employee who is on layoff status and who has worked in excess of 30 days (210 hours) prior to being laid off, will have their length of service as a casual employee recognized.
- (c) Casual employees who have worked in excess of 30 days (210 hours) as outlined in (b) above and who have to move from one geographic location to another after winning a competition, or at the BCER's request, shall be entitled to relocation expenses in accordance with Clause 26.14 (Relocation Expenses).

### **30.3 Seniority**

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, a casual employee shall accumulate service and classification seniority, by geographic area as defined in the agreement, on the basis of:
  - (i) all hours worked at the straight-time rate;
  - (ii) designated paid holidays or days off in lieu in accordance with Clause 30.10 (Designated Paid Holidays);
  - (iii) annual vacation in accordance with Clause 30.11(d) (Annual Vacations);
  - (iv) leave pursuant to Clause 30.12 (Eligibility Requirements for Benefits) or Clause 30.6(c) (Application of Agreement);

- (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (vi) missed work opportunities during leaves pursuant to Clause 2.11(a) (Time Off for Union Business - *Without Pay*) except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (vii) leaves pursuant to Clause 2.11(b) (Time Off for Union Business - *With Pay*).

(2) The total hours above shall be converted to a seven-hour shift to establish seniority.

(b) Subject to Clause 30.4 (Loss of Seniority), service and classification seniority of a casual employee shall transfer with them if they are moved by the BCER from one seniority unit to another.

(c) Casual employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the BCER, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d) A casual employee who voluntarily transfers to a new casual position in a different geographic location, will retain their accrued hours worked for the purpose of placement on the salary grid, benefit entitlement and vacation accrual. The BCER will not require casual employees to sign a letter of resignation when moving from one geographic location to another.

Upon relocation, a casual employee moving to a new casual position in a different location will not have their seniority transferred for the purposes of recall in the new location, except as provided in Clause 30.3(b).

(e) A current service seniority list shall be posted in the seniority unit by December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup> and September 30<sup>th</sup>. Posting of seniority lists may be electronic. Upon request, a copy of the service seniority list shall be provided to the steward.

### **30.4 Loss of Seniority**

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

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, four offers of re-employment as provided in Clause 30.5 (Layoff and Recall); or
- (e) they become a regular employee.

### **30.5 Layoff and Recall**

(a) Layoff of casual employees shall be by classification in reverse order of service seniority within a seniority unit as defined in this agreement.

(b) Casual employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the casual employee is qualified to carry out the work which is available.

(c) Notwithstanding (a) above, casual employees hired for or a term certain shall be laid off upon completion of term and shall be subject to recall procedures in accordance with (b) above.

(d) Casual employees hired pursuant to Article 34 (Special Employment Programs), or for special projects, as mutually agreed to between the BCER and the Union, shall be considered terminated for cause in accordance with Clause 30.4(a) (Loss of Seniority) upon completion of their project or program. The BCER will provide the Union with a copy of each appointment letter for employees hired under Clause 30.5(d) (Layoff and Recall), within 30 days of the appointment.

(e) The BCER will schedule time periods during which casual employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that casual employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

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

(f) Casual employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Casual employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.

(g) Casual employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the BCER operation and may include telephone, written communication, etc.

(h) (1) Where a written communication link is established, a single attempt by registered mail will be made to contact the casual employees.

(2) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the casual employees.

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

(i) Casual employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Where public communication or display media are used by the BCER to advise casual employees of work available, the casual employees will check such media in the manner indicated by the BCER. Casual employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Casual employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the BCER. The casual employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the BCER is unable to contact casual employees during the scheduled time periods established in (e) above, it will immediately advise the employees by registered mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 30.4(d) (Loss of Seniority). If the BCER is unable to contact casual employees outside of the scheduled time periods it will not count such unavailability for purposes of Clause 30.4(d) (Loss of Seniority) except as specified in (l) below.

(l) Where casual employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 30.4(d) (Loss of Seniority).

(m) Where casual employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 30.4(d) (Loss of Seniority).

(n) Casual employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the BCER, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.4(d) (Loss of Seniority):

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 30.6(c) (Application of Agreement);
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of a casual employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Clause 2.11 (Time Off for Union Business);
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 30.11(b) (Annual Vacations);
- (11) an offer of work which is less than three and one-half hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 16.4 [Short Changeover Premium]).

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

(o) Casual employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on four separate occasions<sup>2</sup> in the calendar periods between April 1<sup>st</sup> and September 30<sup>th</sup> inclusive or October 1<sup>st</sup> and March 31<sup>st</sup> inclusive.

(p) (1) Casual employees, with the agreement of the BCER, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

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

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

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

(t) Casual employees who are unable to return to either full or modified duties after a period of 30 months from the start of their absence with no reasonable prospect of return will lose their service and classification seniority and will be considered an administrative termination.

### 30.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Article 11(Seniority), Article 13 (Layoff and Recall), Article 17 (Paid Holidays), Article 18 (Annual Vacations), Article 19 (Short-Term and Long-Term Illness & Injury and Long-Term Disability), Article 20 (Special and Other Leave), Article 21 (Maternity, Parental and Pre-Adoption Leave), and Article 25 (Health and Welfare), do not apply to casual employees. The provisions of other articles apply to casual employees, except as otherwise indicated.
- (b) Any casual employee who is eligible to vote in a federal, provincial, Indigenous Community government or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.
- (c) Where leave from work is required, casual employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).
- (d) Maternity and parental leave for casual employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

### 30.7 Health and Welfare

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



Date	Rate per hour	Max biweekly
July 1, 2022	79¢	\$55.37
July 1, 2023	TBD	\$59.11
July 1, 2024	TBD	TBD

*Note: The 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

### **30.8 Weekly Indemnity**

- (a) All employees (casual or regular) who have been employed for ninety consecutive days of employment shall be entitled to up to six days of paid illness or injury leave.
- (b) Casual employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of casual seniority with the BCER. Once established, eligibility for weekly indemnity is retained unless the casual employee loses casual seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the casual employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 30.7 (Health and Welfare) in the six most recent biweekly pay periods in which earnings occurred.
- (c) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the fifteenth day of illness.
- (d) Subject to Clause 30.8(c), full benefits will be reinstated:
- (1) in the case of new illness, after the casual employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of casual seniority with the BCER;
  - (2) in the case of a recurrence of a previous illness, after the casual employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of casual seniority with the BCER.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (f) The benefits described in this clause shall not be available to a casual employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
  - (2) whose illness is occupational and is covered by Workers' Compensation;
  - (3) whose illness results from service in the Armed Forces;
  - (4) whose illness results from riots, wars or participation in disorderly conduct;
  - (5) who is ill during a period of paid vacation;
  - (6) whose illness is sustained while they are committing a criminal offence;

- (7) who is engaged in an employment for a wage or profit;
  - (8) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
  - (9) who is serving a prison sentence;
  - (10) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
  - (11) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (g) The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the BCER. This is in exchange for the implementation of the above-mentioned plans.

### 30.9 Medical, Dental and Group Life Insurance

- (a) Casual employees will be eligible for coverage under Clauses 25.1 (Basic Medical Insurance), 25.2 (Extended Health Care Plan), 25.3 (Dental Plan), 25.4 (Group Life) and 25.9 (Employee and Family Assistance Program) after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such casual employees eligible for benefits under this clause will not receive the payment under Clause 30.7 (Health and Welfare).
- (b) A casual employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 30.4(a), (b), (c) or (d) (Loss of Seniority).
- (c) Casual employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When a casual employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

### 30.10 Designated Paid Holidays

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

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

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

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

(c) A casual who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17 (Paid Holidays). The day off in lieu provided through the application of Article 17 (Paid Holidays) shall be compensated on the basis of the formula in (b) above.

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

### **30.11 Annual Vacations**

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

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

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

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

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

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

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

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

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

### 30.12 Eligibility Requirements for Benefits

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

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in 33 pay periods.
- (b) A casual employee will cease to be entitled to coverage when they:
  - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 (Maternity, Parental and Pre-Adoption Leave),
  - (2) lose their seniority in accordance with Clause 30.4(a), (b), (c), or (d) (Loss of Seniority).
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.10 (Benefits Upon Layoff or Separation).
- (d) Casual employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("*Return to work*" is understood to mean the employee completed at least one-half of a scheduled workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.
- (f) The maximum six-month period identified in Appendix 4, Part 1 (Short-Term Illness and Injury Plan) shall be a maximum seven-month period.

## ARTICLE 31 - GENERAL CONDITIONS

### 31.1 Child Care Facility

- (a) The BCER and the Union understand the importance of having adequate community based child care centres available. The Joint Committee can be used to discuss proposals for providing assistance in facilitating the establishment of community based child care centres where viable.
- (b) Where suitable space is available in a BCER owned or leased facility without major or structural modification, the space may be made available for the purpose of establishing the community based child care facility. The BCER's sole financial responsibility is limited to the provision of such space.

### 31.2 Commuting

- (a) The BCER shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit, cycling and/or to carpool to their worksites.
- (b) The BCER and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (c) As needed, the Article 28 Joint Committee shall study the matter of employee parking and make recommendations to the parties.

### 31.3 Comprehensive Insurance

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

### 31.4 Indemnity

(a) *Civil Action* - except where there has been flagrant or wilful negligence on the part of an employee, the BCER agrees not to seek indemnity against an employee whose actions result in a judgment against the BCER. The BCER agrees to pay any judgment against an employee arising out of the performance of their duties. The BCER also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act* - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

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

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

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

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 31.5 Political Activity

(a) *Municipal, School Board and Indigenous Community Government Offices:*

- (1) Employees may seek election to municipal, school board or indigenous community government offices, provided that:
  - (i) The duties of the municipal, school board or indigenous community government office other than regular council or board meetings do not impinge on normal working hours as an employee; and
  - (ii) There is no conflict of interest between the duties of the municipal, school board or indigenous community government office and the duties of the position.
- (2) Where the municipal council, school board or indigenous community government or committees of these bodies hold meetings during the employee's normal working hours, the BCER shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.8 (General Leave), and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one weeks' written notice to the BCER.

(b) *Federal and Provincial Offices:*

If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.5(a) (Full-Time Public Duties) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.5(b). If not elected, the employee shall be allowed to return to their former position.

### **31.6 Copies of Agreements**

The Union and the BCER desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. The BCER will provide on-line access to the agreement within 30 days of the signing of the agreement.

### **31.7 Travel Advance**

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

### **31.8 Transfer of Employees Out of the Bargaining Unit**

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

### **31.9 Private Vehicle Damage**

Where an employee's vehicle is damaged as a direct result of the employee being employed by the BCER, the BCER shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of:

Date	Maximum
July 1, 2022	\$660.85
July 1, 2023	\$705.46
July 1, 2024	TBD

*Note: The 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

### **31.10 Personal Property**

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

### **31.11 Disclosure of Information**

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

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

- (a) An employee shall direct their concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to their Commissioner, including the detailed information outlined above.
- (f) Where an allegation involves the Commissioner, the employee shall forward their allegation to the Chair of the Board of Directors.
- (g) These procedures do not relieve an employee from the requirements of their responsibility to the BCER, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

### **31.12 Electronic Monitoring**

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

**31.13 Administrative Services Recognition Day**

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

**31.14 Existing Clothing Supply and Maintenance**

- (a) The BCER shall continue to provide all wearing apparel, footwear and/or protective clothing presently issued to employees.
- (b) In the case of those employees who are supplied with clothing but not required by the BCER to wear it, a reasonable re-issue program be maintained, as long as possible.
- (c) Such apparel and footwear shall be cleaned and kept in good repair by the BCER.
- (d) The BCER agrees to consult with the Union prior to establishing a policy which institutes any requirement to wear a uniform or standard form of apparel.

**31.15 Assignment of Work**

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

**31.16 Personal Duties**

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

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

**31.17 Use of Aircraft**

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

**31.18 Copyrights**

- (a) The BCER and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the BCER, shall be retained by the BCER. The BCER further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.
- (b) The BCER agrees that an employee may prepare articles, technical papers, and/or instructional notes on their own time, and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the BCER.

**31.19 Personal Research**

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



**ARTICLE 32 - EMPLOYMENT EQUITY**

- (a) The BCER is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (c) The parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities within the BCER for reasons unrelated to ability to do the job.
- (e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:
  - (1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and
  - (2) the long-term career development and advancement of employees.
- (f) The Article 28 Joint Committee will be responsible for Employment Equity.
- (g) The Article 28 Joint Committee is authorized to:
  - (1) advise the BCER on employment equity issues and initiatives;
  - (2) review the BCER action plans to ensure they comply with the mandatory procedures and are consistent with employment equity goals;
  - (3) monitor progress of action plans; and
  - (4) review best practices to support workers with disabilities and review systemic barriers to employment affecting workers with disabilities.
- (h) Employees representing the Union on the Joint Committee shall be on leave of absence without loss of basic pay for time on this committee.

**ARTICLE 33 - LIMITED EMPLOYMENT****33.1 Limited Employment**

- (a) *Definitions* - In Clause 33.1 of this article:

"*Limited Term Employee*" means:

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

- (b) *Reporting Procedures*

- (1) The BCER agrees to provide the Union with a copy of all letters appointing a person pursuant to Article 33.1(a) within 10 calendar days of such appointments.

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
  - (ii) the date the employment is to terminate or is intended to terminate;
  - (iii) the work location and classification of work to be performed.
- (2)
  - (i) The BCER agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.
  - (ii) Reports will be forwarded as follows:
    - a. by April 30<sup>th</sup> for the period January 1<sup>st</sup> to March 31<sup>st</sup>;
    - b. by July 31<sup>st</sup> for the period April 1<sup>st</sup> to June 30<sup>th</sup>;
    - c. by October 31<sup>st</sup> for the period July 1<sup>st</sup> to September 30<sup>th</sup>;
    - d. by January 31<sup>st</sup> for the period October 1<sup>st</sup> to December 31<sup>st</sup>.
  - (iii) Each report shall include:
    - a. the name of the employment agency and individual concerned;
    - b. the location at which such services are provided;
    - c. the dates of utilization.
- (c) *Limited Term Employee*
  - (1) No individual will be permitted to work on a subsequent appointment of less than 31 days since the expiry of that individual's most recent appointment of less than 31 days. If a person is appointed pursuant to Article 33.1(a) and the person's appointment extends beyond 30 days, that person shall be re-appointed as a casual employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the appointment.
  - (2) For the purposes of Clause 33.1(a) of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of calculating whether an appointment is for a period of less than 31 days.
- (d) *Employment Agencies*
  - (1) An "employment agency" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the BCER.
  - (2) No assignment of work to any one individual from an employment agency shall exceed 30 days.
- (e) *Combination Usage*

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

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

**ARTICLE 34 - SPECIAL EMPLOYMENT PROGRAMS****34.1 Cooperative Education Training Program**

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

- (a) Employees hired under the Cooperative Education Training Program will be considered casual employees and receive the appropriate benefits as per this agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.
- (c) Coop education will be considered supernumerary to the established workforce. As such, Clause 30.5(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with Appendix 2 at Level 1 or 2 as appropriate.
- (f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.
- (g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.
- (h) Employees hired under the Cooperative Education Training Program shall be assigned work that augments their field of study.

**34.2 Youth Employment Program**

The purpose is to establish the salary and working conditions for students hired by the BCER under the youth employment programs, including Environmental Youth Teams.

- (a) Employees hired to carry out the principal duties of a job covered by Public Service classification specification shall be classified accordingly and paid according to the rate established for that position.
- (b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 2.
- (c) Employees hired under this program will be considered casual employees and receive the appropriate benefits as per this agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.
- (d) Notwithstanding Clause 27.3, if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an adjudication committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors - one appointed by each of the parties to this agreement.
- (e) The program will be considered a special employment program and Clause 30.5(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.

(g) The hours of work may be varied by mutual agreement between the Union and the BCER provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

### **34.3 Indigenous Internship Program**

The purpose is to establish the salary and working conditions for Indigenous interns hired by the BCER under the Indigenous Internship Program.

(a) Indigenous employees hired to carry out the principal duties of a job covered by Public Service classification specification shall be classified accordingly and paid according to the rate established for that position.

(b) Indigenous employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 2.

(c) Indigenous employees hired under this program will be considered casual employees and receive the appropriate benefits as per this agreement. No intern will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.

(d) Notwithstanding Clause 27.3 (Classification Appeal Procedure), if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an adjudication committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors – one appointed by each of the parties to this agreement.

(e) The program will be considered a special employment program and Clause 30.5(d) (Layoff and Recall) will apply.

(f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.

(g) The hours of work may be varied by mutual agreement between the Union and the BCER provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

(h) Recruitment and selection for the Indigenous Internship program will be limited to individuals identifying as Indigenous.

## **ARTICLE 35 - TERM OF AGREEMENT**

### **35.1 Duration**

This agreement shall be binding and remain in effect to midnight June 30, 2025.

### **35.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2025, but in any event not later than midnight, April 30, 2025.

(b) Where no notice is given by either party prior to April 30, 2025, both parties shall be deemed to have given notice under this clause on April 30, 2025, and thereupon Clause 35.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the BCER shall be given by the Commissioner of the BC Energy Regulator.

**35.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**35.4 Change in Agreement**

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

**35.5 Agreement to Continue in Force**

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

**35.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect July 1, 2022.

The expense reimbursement portions of the collective agreement shall come into force and effect upon date of ratification.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE BCER:**

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

\_\_\_\_\_  
Michelle Carr  
Commissioner and CEO

\_\_\_\_\_  
Chris Grieve  
Bargaining Committee Chair

\_\_\_\_\_  
Angela Cramer  
Bargaining Committee Chair

\_\_\_\_\_  
Amanda Fraser  
Bargaining Committee Member

\_\_\_\_\_  
Andy Johnson  
Bargaining Committee Member

\_\_\_\_\_  
John Warner  
Bargaining Committee Member

\_\_\_\_\_  
Andrea Osterlund  
Bargaining Committee Member

\_\_\_\_\_  
Angela Malmann  
Staff Representative - Negotiations

\_\_\_\_\_  
Anton Cepeliauskas  
Bargaining Committee Member

Date: \_\_\_\_\_

**APPENDIX 1  
Classifications and Rates of Pay**

Pay Grid	Rate as of Jul 1/22 w/ 25¢ per hour	Rate as of Jul 1/22 w/ 3.24% Increase	Biweekly	Annually	Rate as of Jul 1/23 w/ 6.75% Increase	Biweekly	Annually	Rate as of Jul 1/24 TBC (min 2%, max 3%)	Bi-weekly	Annual
1-1	19.8157	20.4577	1,432.0393	37,360.9022	21.8386	1,528.7019	39,882.7631			
1-2	20.3175	20.9758	1,468.3086	38,307.1434	22.3917	1,567.4194	40,892.8756			
1-3	20.8358	21.5109	1,505.7650	39,284.3540	22.9629	1,607.4041	41,936.0479			
1-4	21.3717	22.0641	1,544.4886	40,294.6265	23.5535	1,648.7416	43,014.5138			
1-5	22.1739	22.8923	1,602.4618	41,807.1058	24.4375	1,710.6279	44,629.0854			
2-1	20.3175	20.9758	1,468.3086	38,307.1434	22.3917	1,567.4194	40,892.8756			
2-2	20.8358	21.5109	1,505.7650	39,284.3540	22.9629	1,607.4041	41,936.0479			
2-3	21.3716	22.0640	1,544.4806	40,294.4173	23.5533	1,648.7330	43,014.2904			
2-4	21.4219	22.1159	1,548.1158	40,389.2569	23.6088	1,652.6136	43,115.5317			
2-5	22.7542	23.4915	1,644.4017	42,901.2887	25.0771	1,755.3988	45,797.1257			
3-1	20.8358	21.5109	1,505.7650	39,284.3540	22.9629	1,607.4041	41,936.0479			
3-2	21.3716	22.0640	1,544.4806	40,294.4173	23.5533	1,648.7330	43,014.2904			
3-3	21.9250	22.6354	1,584.4795	41,337.9610	24.1633	1,691.4319	44,128.2734			
3-4	22.4974	23.2263	1,625.8419	42,417.0777	24.7941	1,735.5863	45,280.2304			
3-5	23.3535	24.1102	1,687.7131	44,031.2538	25.7376	1,801.6338	47,003.3634			
4-1	21.3716	22.0640	1,544.4806	40,294.4173	23.5533	1,648.7330	43,014.2904			
4-2	21.9250	22.6354	1,584.4795	41,337.9610	24.1633	1,691.4319	44,128.2734			
4-3	22.4974	23.2263	1,625.8419	42,417.0777	24.7941	1,735.5863	45,280.2304			
4-4	23.0883	23.8363	1,668.5438	43,531.1396	25.4453	1,781.1705	46,469.4915			
4-5	23.9732	24.7499	1,732.4923	45,199.5122	26.4205	1,849.4356	48,250.4793			
5-1	21.9252	22.6355	1,584.4875	41,338.1702	24.1634	1,691.4404	44,128.4967			
5-2	22.4974	23.2263	1,625.8419	42,417.0777	24.7941	1,735.5863	45,280.2304			
5-3	23.0884	23.8365	1,668.5518	43,531.3489	25.4454	1,781.1791	46,469.7149			
5-4	23.6996	24.4674	1,712.7215	44,683.7041	26.1190	1,828.3302	47,699.8541			
5-5	24.6133	25.4108	1,778.7554	46,406.4824	27.1260	1,898.8214	49,538.9199			
6-1	22.4974	23.2263	1,625.8419	42,417.0777	24.7941	1,735.5863	45,280.2304			
6-2	23.0883	23.8363	1,668.5438	43,531.1396	25.4453	1,781.1705	46,469.4915			
6-3	23.6996	24.4674	1,712.7215	44,683.7041	26.1190	1,828.3302	47,699.8541			
6-4	24.3305	25.1188	1,758.3188	45,873.3062	26.8144	1,877.0053	48,969.7544			
6-5	25.2749	26.0938	1,826.5664	47,653.8383	27.8551	1,949.8596	50,870.4724			
7-1	23.0884	23.8365	1,668.5518	43,531.3489	25.4454	1,781.1791	46,469.7149			
7-2	23.6996	24.4674	1,712.7215	44,683.7041	26.1190	1,828.3302	47,699.8541			
7-3	24.3305	25.1188	1,758.3188	45,873.3062	26.8144	1,877.0053	48,969.7544			
7-4	24.9832	25.7927	1,805.4881	47,103.9220	27.5337	1,927.3586	50,283.4367			
7-5	25.9588	26.7999	1,875.9895	48,943.2541	28.6088	2,002.6188	52,246.9238			
8-1	23.6996	24.4674	1,712.7215	44,683.7041	26.1190	1,828.3302	47,699.8541			
8-2	24.3305	25.1188	1,758.3188	45,873.3062	26.8144	1,877.0053	48,969.7544			
8-3	24.9832	25.7927	1,805.4881	47,103.9220	27.5337	1,927.3586	50,283.4367			
8-4	25.6572	26.4885	1,854.1975	48,374.7143	28.2765	1,979.3558	51,640.0075			
8-5	26.6649	27.5288	1,927.0168	50,274.5205	29.3870	2,057.0905	53,668.0506			
9-1	24.3305	25.1188	1,758.3188	45,873.3062	26.8144	1,877.0053	48,969.7544			
9-2	24.9832	25.7927	1,805.4881	47,103.9220	27.5337	1,927.3586	50,283.4367			
9-3	25.6572	26.4885	1,854.1975	48,374.7143	28.2765	1,979.3558	51,640.0075			

Pay Grid	Rate as of Jul 1/22 w/ 25¢ per hour	Rate as of Jul 1/22 w/ 3.24% Increase	Biweekly	Annually	Rate as of Jul 1/23 w/ 6.75% Increase	Biweekly	Annually	Rate as of Jul 1/24 TBC (min 2%, max 3%)	Bi-weekly	Annual
9-4	26.3540	27.2079	1,904.5510	49,688.4033	29.0444	2,033.1082	53,042.3706			
9-5	27.3953	28.2829	1,979.8007	51,651.6131	30.1920	2,113.4372	55,138.0970			
10-1	24.9832	25.7927	1,805.4881	47,103.9220	27.5337	1,927.3586	50,283.4367			
10-2	25.6572	26.4885	1,854.1975	48,374.7143	28.2765	1,979.3558	51,640.0075			
10-3	26.3540	27.2079	1,904.5510	49,688.4033	29.0444	2,033.1082	53,042.3706			
10-4	27.0738	27.9510	1,956.5729	51,045.6170	29.8377	2,088.6416	54,491.1962			
10-5	28.1495	29.0616	2,034.3089	53,073.6952	31.0232	2,171.6248	56,656.1696			
11-1	25.6572	26.4885	1,854.1975	48,374.7143	28.2765	1,979.3558	51,640.0075			
11-2	26.3540	27.2079	1,904.5510	49,688.4033	29.0444	2,033.1082	53,042.3706			
11-3	27.0738	27.9510	1,956.5729	51,045.6170	29.8377	2,088.6416	54,491.1962			
11-4	27.8176	28.7188	2,010.3192	52,447.8201	30.6574	2,146.0157	55,988.0479			
11-5	28.9286	29.8659	2,090.6138	54,542.6499	31.8819	2,231.7302	58,224.2787			
11-1A	25.6572	26.4885	1,854.1975	48,374.7143	28.2765	1,979.3558	51,640.0075			
11-2A	26.3540	27.2079	1,904.5510	49,688.4033	29.0444	2,033.1082	53,042.3706			
11-3A	27.0738	27.9510	1,956.5729	51,045.6170	29.8377	2,088.6416	54,491.1962			
11-4A	27.8176	28.7188	2,010.3192	52,447.8201	30.6574	2,146.0157	55,988.0479			
11-5A	28.9286	29.8659	2,090.6138	54,542.6499	31.8819	2,231.7302	58,224.2787			
12-1	26.3540	27.2079	1,904.5510	49,688.4033	29.0444	2,033.1082	53,042.3706			
12-2	27.0738	27.9510	1,956.5729	51,045.6170	29.8377	2,088.6416	54,491.1962			
12-3	27.8176	28.7188	2,010.3192	52,447.8201	30.6574	2,146.0157	55,988.0479			
12-4	28.5865	29.5127	2,065.8861	53,897.5235	31.5048	2,205.3335	57,535.6063			
12-5	29.7343	30.6977	2,148.8356	56,061.6160	32.7697	2,293.8820	59,845.7751			
13-1	27.0738	27.9510	1,956.5729	51,045.6170	29.8377	2,088.6416	54,491.1962			
13-2	27.8176	28.7188	2,010.3192	52,447.8201	30.6574	2,146.0157	55,988.0479			
13-3	28.5865	29.5127	2,065.8861	53,897.5235	31.5048	2,205.3335	57,535.6063			
13-4	29.3807	30.3326	2,123.2818	55,394.9365	32.3800	2,266.6033	59,134.0948			
13-5	30.5666	31.5570	2,208.9904	57,631.0120	33.6871	2,358.0972	61,521.1053			
14-1	27.8176	28.7188	2,010.3192	52,447.8201	30.6574	2,146.0157	55,988.0479			
14-2	28.5865	29.5127	2,065.8861	53,897.5235	31.5048	2,205.3335	57,535.6063			
14-3	29.3807	30.3326	2,123.2818	55,394.9365	32.3800	2,266.6033	59,134.0948			
14-4	30.2017	31.1803	2,182.6185	56,942.9888	33.2849	2,329.9452	60,786.6405			
14-5	31.4269	32.4451	2,271.1583	59,252.9305	34.6352	2,424.4615	63,252.5033			
15-1	28.5865	29.5127	2,065.8861	53,897.5235	31.5048	2,205.3335	57,535.6063			
15-1A	28.5865	29.5127	2,065.8861	53,897.5235	31.5048	2,205.3335	57,535.6063			
15-2	29.3807	30.3326	2,123.2818	55,394.9365	32.3800	2,266.6033	59,134.0948			
15-2A	29.3807	30.3326	2,123.2818	55,394.9365	32.3800	2,266.6033	59,134.0948			
15-3	30.2017	31.1803	2,182.6185	56,942.9888	33.2849	2,329.9452	60,786.6405			
15-3A	30.2017	31.1803	2,182.6185	56,942.9888	33.2849	2,329.9452	60,786.6405			
15-4	31.0494	32.0554	2,243.8801	58,541.2617	34.2192	2,395.3420	62,492.7969			
15-4A	31.0494	32.0554	2,243.8801	58,541.2617	34.2192	2,395.3420	62,492.7969			
15-5	32.3159	33.3629	2,335.4036	60,929.0454	35.6149	2,493.0434	65,041.7560			
15-5A	32.3159	33.3629	2,335.4036	60,929.0454	35.6149	2,493.0434	65,041.7560			
16-1	29.3807	30.3326	2,123.2818	55,394.9365	32.3800	2,266.6033	59,134.0948			
16-2	30.2017	31.1803	2,182.6185	56,942.9888	33.2849	2,329.9452	60,786.6405			
16-3	31.0494	32.0554	2,243.8801	58,541.2617	34.2192	2,395.3420	62,492.7969			
16-4	31.9265	32.9610	2,307.2672	60,194.9866	35.1858	2,463.0078	64,258.1482			
16-5	33.2343	34.3111	2,401.7744	62,660.6124	36.6271	2,563.8942	66,890.2037			





Pay Grid	Rate as of Jul 1/22 w/ 25¢ per hour	Rate as of Jul 1/22 w/ 3.24% Increase	Biweekly	Annually	Rate as of Jul 1/23 w/ 6.75% Increase	Biweekly	Annually	Rate as of Jul 1/24 TBC (min 2%, max 3%)	Bi-weekly	Annual
26-1	39.0258	40.2902	2,820.3153	73,580.0514	43.0098	3,010.6866	78,546.7049			
26-2	40.1880	41.4901	2,904.3074	75,771.3468	44.2907	3,100.3481	80,885.9127			
26-3	41.3895	42.7306	2,991.1388	78,036.7176	45.6149	3,193.0407	83,304.1960			
26-4	42.6313	44.0126	3,080.8817	80,378.0472	46.9834	3,288.8412	85,803.5654			
26-5	44.4775	45.9185	3,214.2970	83,858.7583	49.0180	3,431.2620	89,519.2245			
27-1	40.1880	41.4901	2,904.3074	75,771.3468	44.2907	3,100.3481	80,885.9127			
27-2	41.3895	42.7306	2,991.1388	78,036.7176	45.6149	3,193.0407	83,304.1960			
27-3	42.6313	44.0126	3,080.8817	80,378.0472	46.9834	3,288.8412	85,803.5654			
27-4	43.9138	45.3366	3,173.5602	82,795.9634	48.3968	3,387.7755	88,384.6909			
27-5	45.8217	47.3063	3,311.4429	86,393.2283	50.4995	3,534.9653	92,224.7712			
28-1	41.3895	42.7306	2,991.1388	78,036.7176	45.6149	3,193.0407	83,304.1960			
28-2	42.6313	44.0126	3,080.8817	80,378.0472	46.9834	3,288.8412	85,803.5654			
28-3	43.9138	45.3366	3,173.5602	82,795.9634	48.3968	3,387.7755	88,384.6909			
28-4	45.2394	46.7051	3,269.3587	85,295.2788	49.8577	3,490.0404	91,052.7102			
28-5	47.2108	48.7404	3,411.8292	89,012.2364	52.0304	3,642.1277	95,020.5623			
29-1	42.6313	44.0126	3,080.8817	80,378.0472	46.9834	3,288.8412	85,803.5654			
29-2	43.9137	45.3365	3,173.5521	82,795.7541	48.3967	3,387.7669	88,384.4675			
29-3	45.2394	46.7051	3,269.3587	85,295.2788	49.8577	3,490.0404	91,052.7102			
29-4	46.6095	48.1196	3,368.3734	87,878.5047	51.3677	3,595.7386	93,810.3038			
29-5	48.6463	50.2224	3,515.5682	91,718.7121	53.6124	3,752.8690	97,909.7252			
30-1	43.9138	45.3366	3,173.5602	82,795.9634	48.3968	3,387.7755	88,384.6909			
30-2	45.2394	46.7051	3,269.3587	85,295.2788	49.8577	3,490.0404	91,052.7102			
30-3	46.6095	48.1196	3,368.3734	87,878.5047	51.3677	3,595.7386	93,810.3038			
30-4	48.0575	49.6146	3,473.0187	90,608.6260	52.9635	3,707.4474	96,724.7083			
30-5	50.1296	51.7538	3,622.7640	94,515.3759	55.2472	3,867.3005	100,895.1637			
31-1	45.2394	46.7051	3,269.3587	85,295.2788	49.8577	3,490.0404	91,052.7102			
31-2	46.6095	48.1196	3,368.3734	87,878.5047	51.3677	3,595.7386	93,810.3038			
31-3	48.0575	49.6146	3,473.0187	90,608.6260	52.9635	3,707.4474	96,724.7083			
31-4	49.5529	51.1584	3,581.0887	93,428.0983	54.6116	3,822.8122	99,734.4949			
31-5	51.6935	53.3683	3,735.7828	97,463.9571	56.9707	3,987.9481	104,042.7742			
32-1	46.6095	48.1196	3,368.3734	87,878.5047	51.3677	3,595.7386	93,810.3038			
32-2	48.0575	49.6146	3,473.0187	90,608.6260	52.9635	3,707.4474	96,724.7083			
32-3	49.5529	51.1584	3,581.0887	93,428.0983	54.6116	3,822.8122	99,734.4949			
32-4	51.0977	52.7533	3,692.7280	96,340.6881	56.3141	3,941.9871	102,843.6845			
32-5	53.3093	55.0365	3,852.5552	100,510.4687	58.7515	4,112.6027	107,294.9253			
33-1	48.0575	49.6146	3,473.0187	90,608.6260	52.9635	3,707.4474	96,724.7083			
33-2	49.5529	51.1584	3,581.0887	93,428.0983	54.6116	3,822.8122	99,734.4949			
33-3	51.0977	52.7533	3,692.7280	96,340.6881	56.3141	3,941.9871	102,843.6845			
33-4	52.6928	54.4000	3,808.0006	99,348.0693	58.0720	4,065.0406	106,054.0640			
33-5	54.9770	56.7583	3,973.0813	103,654.9105	60.5895	4,241.2643	110,651.6170			
SUMMER	18.2732	18.8653	1,320.5685	34,452.7068	20.1387	1,409.7068	36,778.2645			
SUMSTU	18.6219	19.2253	1,345.7693	35,110.1791	20.5230	1,436.6087	37,480.1161			

For the purposes of calculating the General Wage Increases (GWI) it is understood the following calculations will be used:

- July 1, 2022: Increase all rates of pay by a flat rate of 25¢ per hour and 3.24% GWI.
- July 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022, to a minimum of 5.5% and a maximum of 6.75%, subject to the MOU 22 (Cost of Living Adjustments).
- July 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023, to a minimum of 2.0% and a maximum of 3.0%, subject to the MOU 22 (Cost of Living Adjustments).

**APPENDIX 1A**  
**Classification Titles and Grid Ranges**

Position Description	Rate Schedule
Receptionist	12
Records Coordinator	12
Permitting Assistant	12
Pipeline & Facilities Application Advisor	15
Documentation Process Coordinator, Applications	15
Corporate Property Coordinator	15
Community Relations Assistant	15
Well File Technician	15
Records & Information Management Analyst	15
Application Review & Processing Technician	15
Community Engagement Assistant	15
Financial Analyst	15
Permit Administration Technician	18
Engineering Operations Technician	18
First Nations Liaison Assistant	18
GIS Technician	18
Engineering Technician	18
Well Analyst	18
Human Resources Coordinator	18
Legal Services Analyst	18
Contract Management Analyst	18
Core Facility Warehouse Specialist II	18
Emergency Management Analyst	18
Applications Systems Analyst	21
Documentation Coordinator	21
Lead Coordinator, Corporate Property & Administration	21
Engineering Systems & Project Liaison	21
Heritage Conservation Audit Coordinator	21
Information Systems & Technology Project Coordinator	21
Information Technology Analyst	21
Communications Coordinator	21
Enforcement Specialist	21
Project Coordinator	21
Financial Accounting Analyst	21
Budget & Contract Management Analyst	21
GIS Analyst	21
Information Systems Analyst	21
Budget Analyst	21

Position Description	Rate Schedule
Natural Resource Officer	24
Senior Advisor, Permit Administration	24
Communications Specialist	24
Major Projects Analyst	24
Landowner Liaison	24
Reserves & Production Analyst	24
Operations Analyst	24
Business Analyst	24
Lead IT Analyst	24
Senior Emergency Management Analyst	24
Lead Information Systems Analyst	24
GIS Project Analyst	24
Senior Tester & QA Analyst	24
GIS Technical Lead	24
Business Intelligence Analyst	24
Web Developer	24
Specialist, EDRMS & Information Management Solutions	24
Cultural Heritage Resource Officer	24
Specialist, External Audit	24
Corporate Planning & Reporting Analyst	24
Well Test Technician	24
GIS Spatial Data Administrator	24
Closure Analyst	24
Compliance & Enforcement Officer	27
Review Approval Resource Officer	27
Manager, Application Process	27
Specialist, FOIPP & Information Management	27
Engineering Technologist	27
Environmental Management Technologist	27
Technical Advisor	27
Core Facility Supervisor	27
Cybersecurity Analyst	27
Senior Business Analyst	27
First Nations Liaison Officer	27
Manager, Community Engagement	27
Environmental Management Specialist	27
Indigenous Relations Specialist	27
Lead, Indigenous Initiatives	27
Environmental Response Specialist	27
Technical Advisor, Pipelines	27
Specialist, Restoration	27
Lead Network Administrator	27
Specialist, Planning & Engagement	27
Legislation Specialist	27
Technical Advisor, Drilling & Completions	27
Supervisor, Compliance & Enforcement	30
Manager, Project Services	30
Manager, Decision Support	30
Manager, Compliance Programs	30
Manager, Corporate Property & Administration	30
Senior Technical Data Analyst	30
Manager, Business Process Services	30
Manager, Heritage Conservation Program	30

Position Description	Rate Schedule
Manager, Orphan Restoration	30
Manager, Enforcement	30
Environmental Oversight Systems Specialist	30
Indigenous Relations Advisor	30
Manager, First Nations Liaison	30
Manager, Closure	30
Manager, Geospatial Systems	30
Manager, Financial Risk & Liability	30
Manager, First Nations Relations	31
Manager, Major Projects	31
Manager, Business Intelligence, Research & Analytics	31

**APPENDIX 2**  
**Special Employment Program Rates**

Definition	Grid	Steps Used
<b>Youth Employment Program - Level 1</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below.	G1	1
<b>Youth Employment - Level 2</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level.	1	1
<b>Coop Education Training Program - Level 1</b> Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a diploma or Bachelor's degree.	5	3
<b>Coop Education Training Program - Level 2</b> Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree.	12	3
<b>BC Energy Regulator Internship Program</b> Employees who are recent graduates from a university or who have received a college diploma or certificate and who are hired as part of an Internship Program.	15	1
<b>BC Energy Regulator Indigenous Internship Program</b> Indigenous applicants who are interested in pursuing work within a regulatory environment. Will recognize a combination of education and experience, including lived experience.	15	1

Employees hired under the special Employment Program do not qualify for Market Multipliers or Industry Market Adjustments.

\*Students/employees returning for a subsequent term will move to next step in the Grid.

**APPENDIX 3**  
**Establishing Job Share Arrangements**

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

- (a) it assists in meeting workforce equity and diversity objectives; or

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

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

Partners in a job share proposal must both be qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

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

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

#### **Initiation of Job Share Arrangements**

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

- identification of the employees and the position to be shared, including classification level;
- a written statement signed by both employees requesting part-time employment to job share as outlined in the proposal;
- description of the qualifications and experience of both employees;
- a description of how job duties and responsibilities may be shared and workload priorities determined;
- a proposal on how extended absences will be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules.

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

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

## **Expectations**

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

## **Changes to Job Share Arrangements**

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

## **Termination of Job Share Arrangements**

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

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

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

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

## **APPENDIX 4**

### **Short and Long-Term Disability**

#### **Part I - Short-Term Illness and Injury Plan**

##### **1.1 Eligibility and Entitlement (STIIP)**

- (a) All employees (casual or regular) who have been employed for ninety consecutive days of employment shall be entitled to up to six days of paid illness or injury leave.
- (b) Additional STIIP benefits may follow provided the employee has met all the eligibility and entitlement requirements under (c) to (i). The STIIP benefit periods that follow in (c), (d), (e), and (i) will be adjusted to be inclusive of any period of leave taken under (a).
- (c) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the BCER.
- (d) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (e) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed the Employment Insurance maximum weekly sickness benefit.

- (f) (1) Notwithstanding (c), (d), and (e) above, where a regular employee is on a claim recognized by the WorkSafeBC while the employee was on the BCER's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2. Such leave period will run concurrent with the related STIIP period.
- (2) BCER and employee contributions and deductions for pension and Employment Insurance during the period of absence will comply with statutory requirements.
- (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.
- (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the BCER will top up so there is no difference in net take-home pay.
- (5) The compensation payable by the WorkSafeBC shall be remitted to the BCER.
- (g) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.
- (h) For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.
- (i) The maximum six-month period identified in Appendix 4, Part I shall be a maximum of seven-month period for casual employees who qualify for benefits pursuant to Clause 30.12 (Eligibility Requirements for Benefits).

## **1.2 Short-Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period). The Short-Term Plan period of six months is inclusive of leave under Appendix 4, Part 1, 1.1(a).
- (b) The 75% benefit may be supplemented, at the employee's option, at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:
- (1) Compensatory Time Off (CTO);
  - (2) Earned Vacation entitlement;
  - (3) Unearned vacation entitlement to a maximum of 70 hours.

## **1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short-Term Plan period as defined in Section 1.2(a). STIIP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for 15 consecutive scheduled workdays before taking another day for the same illness or injury.
- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.



(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below.

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the Short-Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

(f) Scheduled days of work, as noted in (a), (b) and (c) above, shall mean days where the employee is actually at work.

#### **1.4 Doctor's Certificate of Inability to Work**

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

- (a) a medical practitioner or nurse practitioner qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner or nurse practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner or nurse practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where the employee has been absent for six consecutive scheduled days of work;
  - (2) on the third (or more) separate absence occurring in a six-month period which may indicate a pattern of concern;
  - (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period and there is reason to believe the employee's prognosis has changed.

With the exception of the doctor's certificates referenced above, where the BCER requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment. Effective July 1, 2020, the employee will be reimbursed, upon production of receipt, for 50% of the cost of all of the medical certificates referenced above.

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

#### **1.5 Integration With Other Disability Income**

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current

absence and the one-quarter day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the BCER;
- (b) any amount of disability income provided by any compulsory Act or Law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other Social Security Plan of any country.

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

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

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

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

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

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

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

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

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.7 Employee to Inform BCER**

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

### **1.8 EIC Premium**

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

### **1.9 Benefits Upon Layoff or Separation**

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

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

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

## **Part II - Long-Term Disability Plan**

### **2.1 Eligibility**

(a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the BCER. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

(2) Where an employee is converted from casual to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short-Term Illness and Injury Plan benefits under Clause 30.12.

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

(c) Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefit. An employee shall

be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

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

## 2.2 Long-Term Disability Benefit

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

(a) The employee shall receive a monthly benefit equal to the sum of:

- (1) 70% of the first \$2700 of monthly earnings; and
- (2) 50% of the monthly earnings above \$2700.

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

As of April 1, 2022, annual increases to (b)(1) will be calculated by applying a percentage increase equivalent to the annual general wage increase for all employees under the collective agreement. It is understood that the adjustment in (b)(1) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and the Appendix 4, 2.18 Benefit Level will not apply at the time the benefit level is set.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short-Term Plan period, or equivalent six month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent six-month period.

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

(c) An employee in receipt of long-term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees also remain eligible for Clause 26.16 (Retirement Allowance and Pre-Retirement Leave) provided the employee has completed 20 years of service prior to receipt of Long-term disability benefits and they otherwise meet the requirements of Clause 26.16. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a rehabilitation committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or casual appointment will not disqualify an employee from the nine-month access period.

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

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

### 2.3 Total Disability

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

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

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

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

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

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

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

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principal duties of their previous classification, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principal duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this plan, up to 100% of their earnings at the date of disability, or the position's current rate of pay, whichever is greater.

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

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

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the BCER, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings if the monthly earnings are in excess of \$200 per month.

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

## 2.4 Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan; or
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation.

## 2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an illness or injury with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned illness or injury with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed for a period of five years immediately preceding this claim.

## 2.6 Integration With Other Disability Income

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

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

- any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the BCER that provides disability or retirement income; and
- any amount of disability income provided by any compulsory Act or Law; and
- any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

- 100% of basic pay; or
- the applicable benefit percentage of the individual average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

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

- The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the BCER's share of total claim recovery.
- The existence of an action commenced by or on behalf of an employee does not preclude the BCER from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- Where the BCER or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

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

## 2.7 Successive Disabilities

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

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

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

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

## 2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65<sup>th</sup> birthday;
- (b) on the date of commencement of paid absence prior to retirement;

- (c) on the date of termination of employment with the BCER.

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

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

## **2.9 Leave of Absence**

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

## **2.10 Benefits Upon Plan Termination**

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

## **2.11 Contributions**

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

## **2.12 Waiver of Contributions**

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

## **2.13 Claims**

- (a) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the BCER. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the BCER, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

- (b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

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

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

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

- (c) The expenses incurred by a claims review committee will be paid by the Plan.



(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

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

#### **2.14 Physical Examination**

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

#### **2.15 Canadian Currency**

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

#### **2.16 Administration**

The BCER will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the agreement.

#### **2.17 Implementation by Regulation**

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

#### **2.18 Benefit Level**

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

### **Part III - Joint Committee**

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

### **Part IV - Rehabilitation**

#### **(1) Rehabilitation Committee**

The Employer and Union recognize the importance of an early return to gainful employment of employees who have become ill or injured. In order to assist an employee with a return to work, and at the request of the employee, rehabilitation support will be provided jointly through a rehabilitation committee;

- (a) Two members, one representative appointed by the Employer and one representative appointed by the union
- (b) The Committee shall meet as required, during working hours, and leave without loss of pay shall be granted to committee members.

Members of both the Rehabilitation Committee and the Article 28 Joint Committee will maintain the highest level of confidentiality of medical, personal or any other information received in their capacity as committee members.

(2) *Process*

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

- (a) For the purpose of this section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long-Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the BCER shall provide the employee with an application for alternative suitable employment. An employee who fails to:
  - (1) sign the application form;
  - (2) make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with joint committee principles regarding rehabilitation;
  - (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

- (c) The application shall be completed and returned to the BCER who shall within 10 workdays, forward the application to the Rehabilitation Committee members.
- (d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
  - (1) if the application is properly before the Rehabilitation Committee;
  - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
  - (3) if no to (2) above the Rehabilitation Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
  - (4) In considering modified, alternative or rehabilitative employment, the Rehabilitation Committee may provide advice and make recommendations to the BCER to return the incapacitated employee to work considering the following accommodations:
    - (i) modification of the duties of the employee's job;
    - (ii) flexibility in scheduling hours of work within existing hours of operation;
    - (iii) provision of technical or mechanical aids.

- (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 (Layoff and Recall) of the agreement excluding displacement options pursuant to Clause 13.2.
- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the parties determine it is medically appropriate to do so.
- (2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part IV (c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the BCER will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 4.
- (g) Where the BCER has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Article 28 Joint Committee.

#### **APPENDIX 5 Workload**

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

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

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

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

#### **APPENDIX 6 Layoff or Recall Units**

Layoff and Recall Units shall be determined for all employees on the basis of geographic location.

#### **INFORMATION APPENDIX I Employee Basic Life Insurance**

The Employee Basic Life Insurance shall include the following provisions:

**1. Accidental Dismemberment and Loss of Sight with the following benefits:**

- Loss of both hands or feet - the principal sum;
- Loss of sight of both eyes - the principal sum;
- Loss of one hand and one foot - the principal sum;
- Loss of one hand or one foot and sight of one eye - the principal sum;
- Loss of one hand or one foot - one-half of the principal sum;
- Loss of the sight of one eye - one-half of principal sum.

**2. Advance Payment of Group Life Benefits for Terminally Ill Employees**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.4 (Group Life) are as follows:

- Death must be "*expected*" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
- Requests for advance payments must be in writing.
- Authorization from the BCER must be submitted with the employee's request.
- The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
- A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

**MEMORANDUM OF UNDERSTANDING 1**  
**Board and Lodging and Relocation Expenses**

**Definitions**

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

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

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

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on business with the approval of the BCER, but travel

status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

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

"*dependants*" for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on federal income tax returns;

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*House*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"*reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

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

## **Part I - Board and Lodging Regulations**

### **1.1 Board and Lodging Allowances**

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

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

#### **(b) Employees at Their Headquarters:**

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

#### **(c) Travel Status:**

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

- (1) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis;
- (2) "*field status employees*" who are required to travel outside of their generally assigned work duties, for example, for training.
- (3) "*field status employees*" who are required to stay overnight in order to accomplish their work assignments and at such time, travel status begins at dinner on the first night of the trip and ends upon the employee's return to their personal residence;

(4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the BCER decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

Stationary employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the BCER when assigned to a temporary headquarters.

### **1.3 Type of Accommodation**

It is agreed and understood employees will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available.

## **Part II - Relocation Expenses**

### **2.1 Policy**

(a) *Relocation expenses will apply:*

(1) to regular employees and to casual employees who qualify pursuant to Clause 30.2 (Internal Status for Applying for Regular Positions) who have to move from one headquarters or geographic location to another after completing their probation period and after winning an internal competition where the position is permanently located at another headquarters or geographic location;

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

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

### **2.2 Travel Expenses on Relocation**

(a) *Initial Trip to Seek New Accommodation*

The BCER shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the BCER and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with Treasury Board Order on Travel Expenses.

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

(b) *Travelling Expenses Moving to New Location*

The BCER shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

<i>Meals:</i>	Adults - full rate Children 12 and under - one-half rate Motel or Hotel - on production of receipts
<i>Private lodging:</i>	at old or new location - current rate

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

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

### 2.3 Living Expenses Upon Relocation at New Location

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

(a) The BCER shall pay an employee not accompanied by dependants at the new location, a living allowance of:

Date	Allowance
July 1, 2022	\$30.95
July 1, 2023	\$33.04
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(b) the BCER shall pay an employee accompanied by dependants at the new location, a living allowance of:

Date	Allowance
July 1, 2022	\$37.10
July 1, 2023	\$39.60
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA that year.*

per day to a maximum of 60 days;

(c) Where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

### 2.4 Moving of Household Effects and Chattels

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

(a) moving of household effects and chattels up to 8165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$60,000;

- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:

Date	Allowance
July 1, 2022	\$618.14
July 1, 2023	\$659.86
July 1, 2024	TBD

for a move not exceeding a distance of 240 kilometres;

Date	Allowance
July 1, 2022	\$989.12
July 1, 2023	1,055.89
July 1, 2024	TBD

for a move which exceeds a distance of 240 kilometres;

Date	Allowance
July 1, 2022	\$309.10
July 1, 2023	\$329.96
July 1, 2024	TBD

where the employee is entitled to receive the amount pursuant to Section 2.7(d).

- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

## 2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the BCER in either of the following circumstances:

- (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
- (2) where an employee is living in a mobile home which was moved to its present location by the BCER, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

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

- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the BCER will pay:

- (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or



(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of:

Date	Maximum
July 1, 2022	\$6,181.77
July 1, 2023	\$6,599.04
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of:

Date	Maximum
July 1, 2022	\$66,085.67
July 1, 2023	\$70,546.45
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of:

Date	Maximum
July 1, 2022	\$741.81
July 1, 2023	\$791.88
July 1, 2024	TBD

upon production of receipts;

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of:

Date	Maximum
July 1, 2022	\$3,090.90
July 1, 2023	\$3,299.54
July 1, 2024	TBD

upon production of receipts.

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

## 2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

## 2.7 Incidental Expenses on Relocation

The BCER shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location:

Date	Allowance
July 1, 2022	\$741.81
July 1, 2023	\$791.88
July 1, 2024	TBD

- (b) when the employee is moving to rental accommodation in the new location:

Date	Allowance
July 1, 2022	\$370.90
July 1, 2023	\$395.94
July 1, 2024	TBD

- (c) when an employee is moving with a mobile home:

Date	Allowance
July 1, 2022	\$247.31
July 1, 2023	\$264.00
July 1, 2024	TBD

- (d) when the employee is moving to room and board:

Date	Allowance
July 1, 2022	\$185.48
July 1, 2023	\$198.00
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

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

## 2.8 Notice to Employee Upon Relocation

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

## 2.9 Requested Relocation by Employee

- (a) Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.
- (b) Notwithstanding (a) above, should an employee be the successful applicant on a posting, which contains options of geographic locations, the employee would be entitled to relocation expenses, to any of the locations included in the posting.

## 2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of:

Date	Allowance
July 1, 2022	\$10,509.04
July 1, 2023	\$11,218.40
July 1, 2024	TBD

charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.

- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim:

Date	Allowance
July 1, 2022	\$2,472.73
July 1, 2023	\$2,639.64
July 1, 2024	TBD

- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:

- 1% of the first:

Date	Amount
July 1, 2022	\$61,817.64
July 1, 2023	\$65,990.33
July 1, 2024	TBD

of the purchase price;

- one-half of 1% of any amount of the purchase price above:

Date	Amount
July 1, 2022	\$61,817.64
July 1, 2023	\$65,990.33
July 1, 2024	TBD

- the total cost to the BCER under Part (c) shall not exceed:

Date	Maximum Allowance
July 1, 2022	\$1,236.36
July 1, 2023	\$1,319.81
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

### Part III - Miscellaneous Fees

Where a regular employee is required to relocate:

- (a) as a result of the BCER moving its operation from one geographic location to another pursuant to Clause 12.10 (Relocation);
- (b) as a result of accepting a placement pursuant to Article 13 (Layoff and Recall), provided the employee is in receipt of layoff notice;

The employee will be entitled to the following reimbursements in addition to the provisions of Part II of this MOU, upon production of receipts:

- (i) real estate commission fees not to exceed:

Date	Allowance
July 1, 2022	\$18,545.34
July 1, 2023	\$19,797.15
July 1, 2024	TBD

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

Where a claim is made under this section, there shall be no entitlement to Part II, 2.10(a) above;

- (ii) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed:

Date	Allowance
July 1, 2022	\$247.32
July 1, 2023	\$264.01
July 1, 2024	TBD

and mortgage pre-payment penalty, if any;

*Note: the 2024 allowance will be increased by the percentage of the combined GWI and COLA for that year.*

(iii) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;

(iv) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

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

## **MEMORANDUM OF UNDERSTANDING 2**

### **Job Family Market Multipliers**

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges through a job families approach.

Job Family Market Multipliers (JFMM) subject to this memorandum are guided by the following:

1. Positions were placed into job families with job family market multipliers for each.

*Industry Specific Skills:* positions are optimally recruited from industry, therefore valuable to industry, which require a set of knowledge and experiences to perform, but no specific education or professional designation.

*Industry Valued Skills:* positions are not necessarily recruited from industry but, due to the nature of the work performed, are at risk of leaving to industry, which require a set of knowledge and experiences to perform, but no specific education or professional designation.

*Industry Valued Specialty Skills:* positions not necessarily recruited from industry but, due to the nature of the work performed, are at risk of leaving to industry, which require specific education or professional designation to perform in the role.

*Specialty Skills:* positions not necessarily recruited from industry or performing roles with similar responsibilities as one would experience in industry, which require specific education or professional designation to perform in the role.

*Business Support Skills:* positions not necessarily recruited from industry or perform roles with similar responsibilities as one would experience in industry, which require a set of knowledge and experiences to perform, but no specific education or professional designation.

2. The JFMM is not considered as base pay, but is pensionable and applies to overtime. The JFMM will be included in all calculations involving base pay.

3. An eligible employee in receipt of salary protection pursuant to Clause 26.7 (Salary Protection and Downward Reclassification of Position) will not have the JFMM reduced by the corresponding amount of the salary protection.

4. Except in the cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a JFMM will continue to receive the JFMM should it be discontinued pursuant to #5 below so long as they remain in the position and the principal duties of the position remain unchanged.

5. Any JFMM is subject to mutual agreement between the bargaining Principals for the term of this agreement, except that the BCER may terminate the payment of any JFMM with 60 days' notice to the Union. Except as provided in #4 above, payment of the JFMM will cease on the expiry or termination date.

The parties agree to the Job Family Market Multiplier as per the attached Appendix A to expire in accordance with #5 above.

*Appendix A to MOU 2*: effective October 1, 2022 (retroactivity will be paid effective October 2, 2022), review and update Appendix A to MOU 2 as required. See amended Appendix A to MOU 2 attached.

**APPENDIX A TO MOU 2**  
**Job Family Assignment and Multipliers**

<b>Position Description</b>	<b>JFMM %</b>
Application Review & Processing Technician	10.7500
Applications Systems Analyst	10.7500
Budget & Contract Management Analyst	10.7500
Budget Analyst	10.7500
Business Analyst	10.7500
Business Intelligence Analyst	10.7500
Communications Coordinator	10.7500
Communications Coordinator	10.7500
Communications Specialist	10.7500
Communications Specialist	10.7500
Communications Specialist	10.7500
Communications Specialist	10.7500
Communications Specialist	10.7500
Community Engagement Assistant	10.7500
Community Relations Assistant	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
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Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Compliance & Enforcement Officer	10.7500
Contract Management Analyst	10.7500
Core Facility Supervisor	10.7500
Core Facility Warehouse Specialist II	10.7500
Corporate Planning & Reporting Analyst	10.7500

Position Description	JFMM %
Corporate Property Coordinator	10.7500
Corporate Property Coordinator	10.7500
Corporate Property Coordinator	10.7500
Cultural Heritage Resource Officer	10.7500
Cybersecurity Analyst	10.7500
Cybersecurity Analyst	10.7500
Documentation Coordinator	10.7500
Document Process Coordinator, Applications	10.7500
Emergency Management Analyst	10.7500
Enforcement Specialist	10.7500
Engineering Operations Technician	10.7500
Engineering Systems & Project Liaison	10.7500
Engineering Technician	10.7500
Engineering Technologist	20.7500
Environmental Management Specialist	10.7500
Environmental Management Specialist	10.7500
Environmental Management Technologist	20.7500
Environmental Oversight Systems Specialist	10.7500
Environmental Response Specialist	20.7500
Financial Accounting Analyst	10.7500
Financial Analyst	10.7500
Financial Analyst	10.7500
First Nations Liaison Assistant	10.0000
First Nations Liaison Assistant	10.0000
First Nations Liaison Assistant	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
First Nations Liaison Officer	10.0000
GIS Analyst	10.0000
GIS Project Analyst	10.0000
GIS Spatial Data Administrator	10.0000
GIS Technical Lead	10.0000
GIS Technician	10.0000
Heritage Conservation Audit Coordinator	10.7500
Indigenous Relations Advisor	10.7500
Indigenous Relations Specialist	10.7500
Indigenous Relations Specialist	10.7500
Indigenous Relations Specialist	10.7500
Information Systems & Technology Coordinator	10.7500
Information Systems Analyst	10.7500
Information Technology Analyst	10.7500
Information Technology Analyst	10.7500
Information Technology Analyst	10.7500
Information Technology Analyst	10.7500
Landowner Liaison	10.7500
Landowner Liaison	10.7500
Landowner Liaison	10.7500
Lead Coordinator, Corporate Property & Administration	10.7500
Lead Information Systems Analyst	10.7500
Lead IT Analyst	10.7500
Lead IT Analyst	10.7500

Position Description	JFMM %
Lead Network Administrator	10.7500
Lead, Indigenous Initiatives	10.7500
Legal Services Analyst	10.7500
Legislation Specialist	10.7500
Liability Management Analyst	10.7500
Major Projects Analyst	10.7500
Manager, Application Process	10.7500
Manager, Business Intelligence, Research & Analytics	10.7500
Manager, Business Process Services	10.7500
Manager, Closure	20.7500
Manager, Community Engagement	10.7500
Manager, Community Engagement	10.7500
Manager, Compliance Programs	10.7500
Manager, Corporate Property & Administration	10.7500
Manager, Decision Support	10.7500
Manager, Enforcement	10.7500
Manager, First Nations Relations	10.7500
Manager, First Nations Relations	10.7500
Manager, Geospatial Systems	10.7500
Manager, Heritage Conservation Program	10.7500
Manager, Major Projects	10.7500
Manager, Major Projects	10.7500
Manager, Orphan Restoration	20.7500
Manager, Project Services	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Natural Resource Officer	10.7500
Operations Analyst	10.7500
Operations Analyst	10.7500
Permit Administration Technician	10.7500
Permit Administration Technician	10.7500
Permit Administration Technician	10.7500
Permit Administration Technician	10.7500
Permit Administration Technician	10.7500
Permit Administration Technician	10.7500
Pipeline & Facilities Application Advisor	10.7500
Project Coordinator	10.7500
Records & Information Management Analyst	10.7500
Records Coordinator	10.7500
Records Coordinator	10.7500
Records Coordinator	10.7500
Reserves & Production Analyst	10.7500
Review Approval Resource Officer	10.7500
Review Approval Resource Officer	10.7500
Review Approval Resource Officer	10.7500
Review Approval Resource Officer	10.7500
Review Approval Resource Officer	10.7500
Review Approval Resource Officer	10.7500
Senior Advisor, Permit Administration	10.7500
Senior Business Analyst	10.7500



<b>Position Description</b>	<b>JFMM %</b>
Senior Business Analyst	10.7500
Senior Business Analyst	10.7500
Senior Emergency Management Analyst	10.7500
Senior Emergency Management Analyst	10.7500
Senior Technical Data Analyst	10.7500
Senior Tester & QA Analyst	10.7500
Specialist, Decommissioning & Operations	20.7500
Specialist, EDRMS & Information Management Solutions	10.7500
Specialist, FOIPP & Information Management	10.7500
Specialist, FOIPP & Information Management	10.7500
Specialist, Planning & Engagement	20.7500
Specialist, Restoration	20.7500
Supervisor, Compliance & Enforcement	10.7500
Supervisor, Compliance & Enforcement	10.7500
Technical Advisor	20.7500
Technical Advisor, Drilling & Completions	20.7500
Technical Advisor, Pipelines	20.7500
Web Developer	10.7500
Web Developer	10.7500
Well Analyst	10.7500
Well File Technician	10.7500
Well Test Technician	10.7500

### **MEMORANDUM OF UNDERSTANDING 3**

#### **Gain-Sharing**

The parties acknowledge that suggestions for gain-sharing improvements may arise or be negotiated at any time during the life of this agreement to provide additional (one time, or ongoing) payments. Where such initiatives are identified, the Article 28 Joint Committee will meet to review the proposal and consider whether it should be included within the scope of this memorandum.

### **MEMORANDUM OF UNDERSTANDING 4**

#### **STIIP Claims**

It is the parties' joint interest to:

1. ensure appropriate and consistent adjudication of claims for STIIP;
2. ensure that requests for additional information on doctor's certificate are limited to instances where the information is objectively incomplete; and
3. promote opportunities for voluntary rehabilitation initiatives that enable earlier return.

Where STIIP benefits have been denied and/or management is not accepting doctors' certificates which the Union believes are adequate and meet the criteria for information required consistent with the doctor's certificate and where in the Union's view this demonstrates an abuse of process, a union staff representative and the Director of Human Resources will expeditiously address the issue.

This is not intended to circumvent the grievance process outlined in the collective agreement.

**MEMORANDUM OF UNDERSTANDING 5**  
**Clause 30.12 - Eligibility Requirements for Benefits**

The purpose of this memorandum is to establish STIIP entitlement requirements for eligible casual employees who are on layoff and subject to recall. The entitlement requirements in this memorandum apply only to claims for STIIP benefits.

- (1) Casual employees on layoff and who are unavailable to work due to illness or injury and who call in to their work unit/recall section at the times designated by the BCER will be eligible for STIIP benefits provided a less senior casual employee is recalled to do the available work. STIIP benefit entitlement will be based on the hours worked by the junior employee replacing the senior employee making the STIIP claim.
- (2) Notwithstanding 30.5(n)(5), casual employees claiming entitlement to STIIP pursuant to this memorandum, may be required to provide the BCER proof of illness for each claim in accordance with Appendix 4, 1.4 criteria.
- (3) STIIP benefits under this memorandum are only payable to one casual employee per recalled position in accordance with (1) above.
- (4) Casual employees making a STIIP claim must call in to their work unit/recall section on a daily basis, unless the employee making a claim for STIIP provides acceptable medical documentation supporting an extended absence.

**MEMORANDUM OF UNDERSTANDING 6**  
**The Application of Article 13.2(c)(7) and (11) and Article 19**

Regular employees who have opted for casual recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 4 Part 1 STIIP, provided:

1. They meet all the conditions of the Plan, and
2. No other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 4, the extent of the STIIP benefit only covers the period of lost work opportunity.

**MEMORANDUM OF UNDERSTANDING 7**  
**Casual Employees - STIIP**

Subject to the eligibility requirements of Clause 30.12 (Eligibility Requirements for Benefits), casual employees will continue to be covered by the provisions of Appendix 4, Part I STIIP.

**MEMORANDUM OF UNDERSTANDING 8**  
**Scheduling of Vacation on Layoff**

Casual employees may, on request, also schedule earned vacation credit commencing at the effective date of layoff. In such cases, the provisions of Clause 18.5 (Displaced Vacation) of the agreement shall not apply.

The casual employee will not be subject to recall during the period of the scheduled vacation.

Employees on scheduled vacation past the effective date of layoff will not be grounds for a claim from another employee that they have been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

#### **MEMORANDUM OF UNDERSTANDING 9** **Archived Vacation**

The BCGEU agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is "*archived*" and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2022 vacation year.

Administration Information Notes:

- The Employer shall create an email communication on this process to go to all staff by June 30, 2023.
- Once an employee has logged in and authenticated, they will be presented with their respective balance and yes/no option which will create a payroll transaction line once there is a commitment to a year (for a full payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by July 21, 2023.

#### **MEMORANDUM OF UNDERSTANDING 10** **Part-Time Employees**

The parties acknowledge that as a general principle regular part-time employees should have access to increased hours of work opportunities up to full-time hours prior to casual employees.

#### **MEMORANDUM OF UNDERSTANDING 11** **Recruitment and Retention**

The parties agree that good compensation practices suggest that wage adjustment is a final resort for most employers that is used only when and if other recruitment and retention initiatives have been attempted. Put differently, adjusting wages is ordinarily an appropriate response only when a recruitment and retention issue is solely a wage issue.

Notwithstanding Clause 28.4(a) (Responsibilities of Committee), BCGEU and/or BCER representatives will have an opportunity to present their concerns regarding such recruitment and retention issues at the Joint Committee meetings as established in Article 28 (Joint Committee).

**MEMORANDUM OF UNDERSTANDING 12**  
**Hybrid Office Model**

The parties acknowledge the Hybrid Office Model provides a flexible, sustainable, and mutually beneficial work environment that supports the organization's commitment to culture and engagement. Recognizing this, the parties agree to meaningful and collaborative consultations when undertaking improvements or revisions to the model during the term of this agreement.

**MEMORANDUM OF UNDERSTANDING 13**  
**Early Retirement Incentive Plan - For LTD employees**

**A. Early Retirement Incentive Plan (ERIP)**

1. An Early Retirement Incentive Plan will be developed and offered to employees who:
  - (a) are in receipt of Long-Term Disability Benefits, under the Totally Disabled Any Occupation provision;
  - (b) are at least 55 years of age at the time of the offering;
  - (c) have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,
  - (d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.
2. For employees meeting the above criteria and subject to the Employer's approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employee's salary as at the date of disability. The ERIP payment may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.
3. Employees who receive the ERIP will not be eligible for benefits from Article 26.16 (Retirement Allowance and Pre-Retirement Leave).
4. The Employer will consult with the Union with respect to timing and duration of the program.
5. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.

**B. Miscellaneous**

1. ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.
2. The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that their application for retirement is being processed.
3. The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Appendix 4, Section 2.8(b) (Cessation of Benefits).
4. The Employer will notify the union of employees who have been offered ERIP.

5. This memorandum shall remain in effect during the term of this agreement.
6. The parties commit to assess the progress of the ERIP program and explore ways to increase its up-take during the term of this agreement.

The parties agree to jointly promote the Early Retirement Incentive Plan (ERIP) for LTD employees and send a letter promoting ERIP to eligible employees who are in receipt of Long-Term Disability Benefits under the Totally Disabled Any Occupation provision during the term of this agreement. The parties will send such letter as early as December 2023 and each year following during the term of the agreement.

#### **MEMORANDUM OF AGREEMENT 14** **Vacation for Benefited Casual Employees Upon Attaining Regular Status**

In recognition and in the interests of casual employees' commitment to longer term career opportunities in the BCER, the parties agree as follows:

1. A regular employee who:
  - (a) has previously qualified for vacation leave as a casual employee pursuant to Clause 30.11(d) (Annual Vacations) of this agreement (i.e., completed 1827 hours in 33 pay periods), and, providing seniority has not been lost pursuant to Clause 30.4(a),(b), (c), or (d) (Annual Vacations),
  - (b) subsequently attains regular status, will have their vacation year as outlined in Clause 18.1(b) (Annual Vacation Entitlement) increased by one. Excepted as noted in (2) below, this increase of vacation year will be effective in the vacation year immediately following the year in which the employee attains regular status.
2. This memorandum of agreement shall terminate upon expiry of this agreement unless renewed by mutual agreement between the parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this agreement shall maintain the adjustment.

#### **MEMORANDUM OF UNDERSTANDING 15** **Casual Employees Hired for a Term with an Expected Duration of Seven Months or Greater**

The Employer and the Union enter into this memorandum for the purpose of addressing some recruitment and retention issues related to the hiring of casual employees with an expectation of an extended term.

All articles of the current collective agreement shall apply as written with the exception that enhancements be available to casual employees hired for a term with an expected duration of seven months or greater. When referring to a clause, the reference is to the article in the current collective agreement between the parties. All of these amendments are notwithstanding Clause 30.6 (Application of Agreement).

1. Notwithstanding Clause 30.7 (Health and Welfare) and Clause 30.9 (Medical, Dental and Group Life Insurance), casual employees hired for seven months or greater will be eligible to opt for:
  - (a) Health and Welfare benefits as per Clause 30.7 (Health and Welfare); or

(b) Benefits coverage under Clauses 25.1 (Basic Medical Insurance), 25.2 (Extended Health Care Plan), 25.3 (Dental Plan), 25.4 (Group Life) and 25.9 (Employee and Family Assistance Program).

A casual employee will cease to be entitled to coverage under (b) above when they lose their seniority in accordance with Clause 30.4 (Loss of Seniority).

2. Notwithstanding Clause 30.11 (Annual Vacations), casual employees hired for a term of seven months or greater will be entitled to opt for:

- (a) Vacation pay, as per Clause 30.11 (Annual Vacations); or
- (b) Vacation entitlement, as per Article 18 (Annual Vacations).

3. Notwithstanding Clause 30.12(a) (Eligibility Requirements for Benefits), casual employees hired for a term of seven months or greater will qualify for short-term illness and injury plan (STIIP), Clauses 20.2 (Special Leave), 20.3 (Family Illness), 20.4 (Compassionate Care Leave), 20.5 (Full-Time Public Duties), 20.6 (Leave for Court Appearances), 20.7 (Elections), 20.9 (Leave for Medical and Dental Care), 20.10 (Maximum Leave Entitlement), 20.11 (Emergency Service Leave) and Article 21 (Maternity, Parental and Pre-Adoption Leave).

Clause 31.11 (Disclosure of Information) (b), (c), (d) and (e) will be applicable as written.

4. Notwithstanding Clause 30.8 (Weekly Indemnity), casual employees hired for a term of seven months or greater who have opted for full benefits will not qualify for the weekly indemnity clause. If the employee selects Clause 30.7 (Health and Welfare) would qualify for Clause 30.8.

This memorandum is effective for all casual employees hired for a term with an expected duration of seven months or greater.

**MEMORANDUM OF UNDERSTANDING 16**  
**Recruitment and Retention Issues - First Nations Liaison Officers, First Nations Relations Assistants, GeoSpatial Information Systems Roles**

The Employer and the Union recognize the need for an experienced, knowledgeable and engaged group of employees working within the organization who support consultation and engagement with First Nations throughout the province, and employees who support the geospatial programs.

Recruitment and retention issues present issues and concerns within these groups that negatively impact the organization and the public it serves. Through stabilized staffing complements, the BCER is better able to service the citizens of BC in these two crucial areas.

This memorandum of understanding presents an opportunity to recognize the unique nature of these roles by providing temporary retention support to existing employees and to support recruitment efforts. Accordingly, the Employer and Union agree to the following adjustments for these roles:

First Nation Liaison Assistants (Grid 18) .....	+2.93%
First Nations Liaison Officers (Grid 27) .....	+2.24%
GIS Technician (Grid 18).....	+2.93%
GIS Technical Analyst (Grid 21).....	+2.62%
GIS Project Analyst (Grid 24).....	+2.45%
GIS Technical Lead (Grid 24) .....	+2.45%
GIS Spatial Data Administrator (Grid 24) .....	+2.45%

Geospatial & Resource Services Analysis Coordinator (Grid 24) .....+2.45%

These adjustments will be applied effective 1 July 2022 and will not be cumulative with the General Wage Increases.

This MOU and the adjustments outlined above will expire on June 30, 2025 unless extended by mutual agreement of the parties.

#### **MEMORANDUM OF UNDERSTANDING 17** **Travel Rates**

The parties acknowledge that travel may be a requirement of employees covered under this agreement and recognize the costs incurred by the employees should be neutral.

It is understood that any upward adjustments to travel rates including meal and per diem rates based on changes to Corporate policy will supersede rates quoted in this agreement.

Increased meal and per diem rates arising from this memorandum of understanding shall expire at the end of this collective agreement, unless renewed by mutual agreement of the parties.

#### **MEMORANDUM OF UNDERSTANDING 18** **Posting Under 12 Months**

With respect to Article 12.1 (Postings) the parties acknowledge temporary assignments provide employees with expanded opportunities.

It is understood, wherever possible, the Expression of Interest may be used to solicit interest from pools of qualified employees. Expressions of Interest may be limited to geographic locations or specific groups of employees.

It is understood Expressions of Interest and temporary appointments are not subject to appeal. This memorandum of understanding does not apply to permanent postings.

This memorandum of understanding shall expire at the end of this collective agreement, unless renewed by mutual agreement of the parties.

#### **MEMORANDUM OF UNDERSTANDING 19** **Union/Management Joint Training**

In keeping with the intent of building constructive union-management relations, the parties agree to jointly develop a training program to be delivered to all staff during the term of the agreement to be completed by June 30, 2025.

The purpose of this training program is to develop an:

- Appreciation of the other party's rights, roles and responsibilities in the workplace
- Understanding and application of the principles of problem solving
- Understanding and applying the basic principles of labour relations, including the current collective agreement language and processes

- Understanding and applying the basic principles of effective communications

The training shall be carried out jointly and developed by a team of qualified union and employer representatives in conjunction with the Joint Labour Management Committee.

- Instructors from the bargaining unit attending shall be selected by the union.
- Members of the bargaining unit who are instructing will be on a leave of absence without loss of pay and shall be considered on travel status where applicable.

### **MEMORANDUM OF UNDERSTANDING 20** **Public Service Job Evaluation Plan - Point Bands**

The parties recognize that recruitment and retentions issues are noted within the lower grid levels. The intention of this memorandum is to revise point band ranges and the associated grid levels as follows:

<b>Grid Level</b>	<b>Current Point Band Ranges</b>	<b>Revised Point Band Ranges</b>	<b>Impact</b>
12	370 to 459	370 to 459	Increase grid level from 11 to 12
15	460 to 544	460 to 624	Increase grid level from 13 to 15

### **MEMORANDUM OF UNDERSTANDING 21** **Compensation Bargaining Comparability**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement with the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this MOU, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This memorandum of understanding is not triggered by any wage increase or lump sum awarded as result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:

- a 25¢ per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
- any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a 25¢ per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 (a), the combined GWIs of 25¢ per hour and 3.24% in Year 1 are combining the 3.74% increase (as it considered in this MOU) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional 25¢ per hour, \$400 per year, or 1% increase) and does not include wage



comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This memorandum of understanding will be effective during the term of this agreement.

## **MEMORANDUM OF UNDERSTANDING 22**

### **Cost of Living Adjustments**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the “*annualized average of BC CPI over twelve months*” means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.