

ANNOTATED
MEMORANDUM OF AGREEMENT
between
Health Services & Support Community Subsector
Association of Bargaining Agents
and
Health Employers' Association of British Columbia

Re: 11th BCGEU Master Agreement (2012 to 2014)
Superior Benefits

It is agreed that the following provisions of the 11th BCGEU Master Agreement shall be maintained:

Definitions

(31) "travel status"

- with respect to an employee means absence of the employee from his/her headquarters or geographic location on Employer business with the approval of the Employer, 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;

2.11 Union Meetings

(a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.

(b) The Union shall provide four weeks' notice to the appropriate excluded manager at the local level 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.

12.7 Transfers Without Posting

(a) Lateral transfers or voluntary demotions may be granted, without posting for:

(1) compassionate or medical grounds to regular employees who have completed their probationary period;

(2) all employees who have become incapacitated by industrial injury or industrial illness.

(b) In such cases the Rehabilitation Committee established in Clause 12.9 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit. '

15.1 Definition of Shifts and Shift Premiums

Note: Shift Premiums are reduced by \$0.55/hour beginning the first pay period after April 1, 2013 (adjusted rates are shown below). If the shift premium is less than \$0.55/hour, it has been eliminated.

(a) Identification of Shifts:

(1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;

(2) *afternoon shift*. - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

(3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) Shift Premium (full-time employees):

35¢ per hour for afternoon shift;

45¢ per hour for night shift.

Note: Members who work a day shift on Saturday or Sunday are also entitled to the weekend shift premium of \$.25/hr for all day shift hours worked in accordance with Article 27.15 Definition of Weekend Shift and Premiums.

15.2 Shift Premium Entitlement -

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1 :59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

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

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

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

Article 19 - Short-Term Illness & 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.

**** Note:** As per MOA re: Certain Existing Collective Agreement Provisions

21.2 Maternity Leave Allowance

Note: Members who are pregnant or whose spouse is pregnant (have established eligibility) on or before February 18, 2013 will be entitled to this benefit, and only for the current pregnancy.

(a) An employee who qualifies for maternity leave pursuant to Article 21.1 **Maternity Leave**, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Unemployment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity leave allowance,

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of:

(1) two weeks at 85% of the employee's basic pay;

(2) 15 additional weekly payments equivalent to the difference between the unemployment, insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.4 Parental Leave Allowance

Note: Members who are pregnant or whose spouse is pregnant (have established eligibility) on or before February 18, 2013 will be entitled to this benefit, and only for the current pregnancy.

(a) An employee who qualifies for parental leave pursuant to Article 21.3 Parental Leave, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive unemployment insurance benefits pursuant to the *Unemployment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 21.3(b) Parental Leave, the parental leave allowance will consist of a maximum of 10 weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

25.2 Extended Health Care Plan

The deductible for the plan will be \$25.00.

NOTE: Health & Welfare plans move to the sector standard as of April 1, 2013, but the lower deductible is maintained.

27.7 Salary Protection and Downward Reclassification of Position

This language has been deleted from the Superior Benefits. If you are red-circled, and the Employer reclassifies your position you should maintain your red-circled status under MOA #6 of the Collective Agreement. In the event your position is reclassified to a lower rated classification and the Employer reduces your wage rate to the lower rate of pay, you should file a grievance on the wage reduction and a classification review on the new job description within the required timelines.

The classification review form is posted on the BCGEU website at:

<http://www.bcgeu.ca/component/08/resources>

27.10 Isolation Allowance

(a) An isolation allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 8-Biweekly Pay Conversion Schedule Isolation Allowance.

(b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Allowances and the revised point-ratings resulting from the general review carried out by the Committee based on the 1976 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in (c) below.

(c) The Joint Committee on Isolation Allowances will make a general review of the point ratings assigned each location based on the 1991 census and submit its report to the Principals not later than March 31, 1995.

(d) Current employees in locations, the point ratings of which are reduced below 11 points as the result of the above review or, as a result of the review pursuant to (e) below, will continue to receive, until March 31, 1995, the amount of allowance they were receiving prior to the review. Effective April 1, 1995 and each April 1 thereafter, the amount of allowance will be reduced by 20% of that amount while they remain employed at that location.

(e) The Committee established in (c) above shall review alternatives to the existing isolation allowance and make recommendations to the Bargaining Principals that ensure that issues related to recruitment, retention and isolation are reviewed within funding available.

(f) Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time spent on this Committee .

Communities covered by 27.10: (Note that the community is the one where you work – not the one where you live)

<u>Place</u>	<u>Points</u>	<u>Location</u>	Monthly Allowance Based on \$6.50 per point	Bi-Weekly Allowance (based on 26 pay periods)	Bi-Monthly Allowance (based on 24 pay periods)
Alert Bay	14	8 km E Port McNeill	\$91.00	\$42.00	\$45.50
Alexis Creek	18	118 km W Williams Lake	\$117.00	\$54.00	\$58.50
Aleza Lake	21	92 km NE Prince George	\$136.50	\$63.00	\$68.25
Allison Pass	13	59 km N Princeton	\$84.50	\$39.00	\$42.25
Anahim Lake	20	118 km W Williams Lake	\$130.00	\$60.00	\$65.00
Arrow Park Ferry	13	26 km S Nakusp	\$84.50	\$39.00	\$42.25
Atlin	34	183 km S Whitehorse Y.T.	\$221.00	\$102.00	\$110.50
Atnarko Camp	24	70 km E Bella Coola Tweedsmuir Park	\$156.00	\$72.00	\$78.00
Bamfield (Pacific Rim NP)	20	80 km W Port Alberni (Barkley Sound)	\$130.00	\$60.00	\$65.00
Barkerville	20	90 km E Quesnel	\$130.00	\$60.00	\$65.00
Bear Lake	17	77 km N Prince George	\$110.50	\$51.00	\$55.25
Beaumont (Park)	11	159 km W Prince George (Fraser Lake)	\$71.50	\$33.00	\$35.75
Beaverdell	14	Hwy 33; 96 km E Osoyoos	\$91.00	\$42.00	\$45.50
Bella Bella	23	135 km W Bella Coola	\$149.50	\$69.00	\$74.75
Bella Coola	18	56 km E Ocean Falls	\$117.00	\$54.00	\$58.50
Berg Lake Trail	21	5 km N Mount Robson	\$136.50	\$63.00	\$68.25
Big Bar Creek	18	104 km NW Cache Creek	\$117.00	\$54.00	\$58.50
Blue River	17	89 km S Valemount	\$110.50	\$51.00	\$55.25
Bob Quinn Lake	33	162 km S Dease Lake	\$214.50	\$99.00	\$107.25
Bowron Lake	20	15 km NE Barkerville	\$130.00	\$60.00	\$65.00
Bridge Lake	11	55 km SE 100 Mile House	\$71.50	\$33.00	\$35.75
Buick Creek	19		\$123.50	\$57.00	\$61.75
Burns Lake	12	129 km W Vanderhoof	\$78.00	\$36.00	\$39.00
Carp Lake	21	151 km NW Prince George	\$136.50	\$63.00	\$68.25
Cassiar	24	137 km S Watson Lake	\$156.00	\$72.00	\$78.00
Chetwynd	15	102 km W Dawson Creek	\$97.50	\$45.00	\$48.75
Clayhurst	16	65 km N Dawson Creek	\$104.00	\$48.00	\$52.00
Coldwater Camp	13		\$84.50	\$39.00	\$42.25
Cortes Island	12	26 km E Campbell River	\$78.00	\$36.00	\$39.00

<u>Place</u>	<u>Points</u>	<u>Location</u>	Monthly Allowance Based on \$6.50 per point	Bi-Weekly Allowance (based on 26 pay periods)	Bi-Monthly Allowance (based on 24 pay periods)
Dease Lake	27	135 km S Cassiar	\$175.50	\$81.00	\$87.75
Dinan Bay	29	35 km W Massett	\$188.50	\$87.00	\$94.25
Driftwood	32	233 km N Ft. St. James	\$208.00	\$96.00	\$104.00
Edgewood	13	153 km E Vernon (on Arrow Lake)	\$84.50	\$39.00	\$42.25
Fauquier	14	61 km S Nakusp	\$91.00	\$42.00	\$45.50
Fifty Mile Camp	23		\$149.50	\$69.00	\$74.75
Fort Fraser	11	38 km W Vanderhoof	\$71.50	\$33.00	\$35.75
Fort Nelson	16	Mile 300 on Alaska Hwy	\$104.00	\$48.00	\$52.00
Fort St. James	13	66 km N Vanderhoof	\$84.50	\$39.00	\$42.25
Francois Lake	15	26 km S Burns Lake	\$97.50	\$45.00	\$48.75
Fraser Lake	11	57 km W Vanderhoof	\$71.50	\$33.00	\$35.75
Gold Bridge	17	100 km E Lillooet	\$110.50	\$51.00	\$55.25
Gold River	12	92 km W Campbell River	\$78.00	\$36.00	\$39.00
Good Hope Lake	30	26 km NE Cassiar	\$195.00	\$90.00	\$97.50
Granisle (Babin Lake)	16	100 km N Houston; 55 km E Smithers	\$104.00	\$48.00	\$52.00
Hazelton	13	142 km NE Terrace	\$84.50	\$39.00	\$42.25
Hixon	13	55 km S Prince George	\$84.50	\$39.00	\$42.25
Honeymoon Cr	23	183 km N Prince George	\$149.50	\$69.00	\$74.75
Hornby Island	13	30 km N Qualicum Beach	\$84.50	\$39.00	\$42.25
Horsefly	16	59 km E Williams Lake	\$104.00	\$48.00	\$52.00
Houston	12	67 km SE Smithers	\$78.00	\$36.00	\$39.00
Hudson's Hope	16	82 km SW Ft. St. John	\$104.00	\$48.00	\$52.00
Kitwanga	15	92 km NE Terrace	\$97.50	\$45.00	\$48.75
Lardeau	13	93 km NE Nelson	\$84.50	\$39.00	\$42.25
Lasquetti Island	13	N Qualicum Beach	\$84.50	\$39.00	\$42.25
Leo Creek	26	122 km N Ft. St. James (via rail)	\$169.00	\$78.00	\$84.50
Liard River (Hot Springs)	39	Mile 496 Alaska Hwy	\$253.50	\$117.00	\$126.75
Likely	19	106 km NE Williams Lake	\$123.50	\$57.00	\$61.75
Louise Island	32	45 Km S Queen Charlotte City	\$208.00	\$96.00	\$104.00
Lovell Cove	30	200 km N Ft. St. James, Takla Lake	\$195.00	\$90.00	\$97.50

<u>Place</u>	<u>Points</u>	<u>Location</u>	Monthly Allowance Based on \$6.50 per point	Bi-Weekly Allowance (based on 26 pay periods)	Bi-Monthly Allowance (based on 24 pay periods)
Lower Post	35	Mile 620 Alaska Hwy	\$227.50	\$105.00	\$113.75
Lucern Campsite	24	72 km E of Tete Jaune at Yellowhead Hwy	\$156.00	\$72.00	\$78.00
Lyell Island	32	75 km SSE Queen Charlotte City	\$208.00	\$96.00	\$104.00
McBride	15	82 km Valemount	\$97.50	\$39.00	\$48.75
McLeese Lake	11	46 km N Williams Lake	\$71.50	\$57.00	\$35.75
McLeod Lake	21	141 km N Prince George	\$136.50	\$45.00	\$68.25
Mackenzie	13	196 km N Prince George	\$84.50	\$63.00	\$42.25
Mahood Falls	19	85 km E 100 Mile House	\$123.50	\$45.00	\$61.75
Malcolm Island (Sointula)	15	8 km NE Port McNeill	\$97.50	\$33.00	\$48.75
Masset	21	N Shore; 113 km W Prince Rupert on Queen Charlotte Island	\$136.50	\$63.00	\$68.25
Meziadin Lake	25	63 km NE Stewart	\$162.50	\$75.00	\$81.25
Mica Creek	20	127 km N Revelstoke	\$130.00	\$60.00	\$65.00
Mile 22 Hwys Yd	13	32 km N Dawson Creek	\$84.50	\$39.00	\$42.25
Moberly Lake	15	21 km NE Chetwynd	\$97.50	\$45.00	\$48.75
Mount Le Moray	26	66 km W Chetwynd	\$169.00	\$78.00	\$84.50
Muncho Lake	35	Mile 456 Alaska Hwy; 251 km N Ft. Nelson	\$227.50	\$105.00	\$113.75
Naden Harbour	29	25 km W Massett on Queen Charlotte Is.	\$188.50	\$87.00	\$94.25
Nazko	20	95 km W Quesnel	\$130.00	\$60.00	\$65.00
New Denver	11	101 km N Nelson	\$71.50	\$33.00	\$35.75
Nitinat	12	40 km N Lake Cowichan	\$78.00	\$36.00	\$39.00
Ocean Falls	35	100 km W Bella Coola	\$227.50	\$105.00	\$113.75
Ootsa Lake	20	80 km S Burns Lake	\$130.00	\$60.00	\$65.00
Port Alice	14	45 km S Port Hardy	\$91.00	\$42.00	\$45.50
Port Clements	27	45 km S Massett	\$175.50	\$81.00	\$87.75
Port Edward	13	32 km S Prince Rupert	\$84.50	\$39.00	\$42.25
Port Hardy	12	499 km N Victoria	\$78.00	\$36.00	\$39.00
Port McNeill	13	462 km N Victoria, 37 km S Port Hardy	\$84.50	\$39.00	\$42.25

<u>Place</u>	<u>Points</u>	<u>Location</u>	Monthly Allowance Based on \$6.50 per point	Bi-Weekly Allowance (based on 26 pay periods)	Bi-Monthly Allowance (based on 24 pay periods)
Port Renfrew	17	107 km W & N Victoria	\$110.50	\$51.00	\$55.25
Port Simpson	22		\$143.00	\$66.00	\$71.50
Prespatou	22	125 km N Ft. St. John	\$143.00	\$66.00	\$71.50
Prince Rupert	13		\$84.50	\$39.00	\$42.25
Purden Lake	20	64 km E Prince George	\$130.00	\$60.00	\$65.00
Queen Charlotte City	24	180 km W Prince Rupert	\$156.00	\$72.00	\$78.00
Red Pass Junction	18	40 km E Tete Jaune near Mt. Robson	\$117.00	\$54.00	\$58.50
Riske Creek	13	52 km W Williams Lake	\$84.50	\$39.00	\$42.25
Salvus	25	65 km W Terrace	\$162.50	\$75.00	\$81.25
Sayward	14	67 km N Campbell River	\$91.00	\$42.00	\$45.50
Sewell Inlet	29	45 km E Queen Charlotte City	\$188.50	\$87.00	\$94.25
Shelter Bay	16	48 km S Revelstoke	\$104.00	\$39.00	\$52.00
Slim Creek	23	108 km E Prince George	\$149.50	\$48.00	\$74.75
Smithers	11	205 km E Terrace	\$71.50	\$69.00	\$35.75
Shalalth	13	70 km from Lillooet	\$84.50	\$33.00	\$42.25
Southbank	16	27 km S Burns Lake	\$104.00	\$48.00	\$52.00
Stewart	21	324 km N Terrace	\$136.50	\$63.00	\$68.25
Stum Lake	18	16 km N Alexis Creek	\$117.00	\$54.00	\$58.50
Tahsis	14	60 km NW Gold River	\$91.00	\$42.00	\$45.50
Tatla Lake	23	230 km E Williams Lake	\$149.50	\$69.00	\$74.75
Tattoga Camp	35	105 km S Dease Lake	\$227.50	\$105.00	\$113.75
Telegraph Creek	32	113 km SW Dease Lake	\$208.00	\$96.00	\$104.00
Telkwa	11	18 km SE Smithers	\$71.50	\$33.00	\$35.75
Tete Jaune	15	19 km N Valemount	\$97.50	\$45.00	\$48.75
Tofino	14	143 km W Port Alberni	\$91.00	\$42.00	\$45.50
Trout Lake	20	83 km S & E Revelstoke	\$130.00	\$60.00	\$65.00
Tumbler Ridge	22	120 km S Dawson Creek	\$143.00	\$66.00	\$71.50
Tupper/Sudetan Pk	18	45 km S Dawson Creek	\$117.00	\$54.00	\$58.50
Ucluelet	12	117 km W Port Alberni	\$78.00	\$36.00	\$39.00
Valemount	15	293 km E Prince George	\$97.50	\$45.00	\$48.75
Waglisla	23	adjacent to Bella Bella	\$149.50	\$69.00	\$74.75

<u>Place</u>	<u>Points</u>	<u>Location</u>	Monthly Allowance Based on \$6.50 per point	Bi-Weekly Allowance (based on 26 pay periods)	Bi-Monthly Allowance (based on 24 pay periods)
Watson Lake	35	Alaska Highway above Yukon Border 4 km N Lower Post	\$227.50	\$105.00	\$113.75
Wells	20	6 km W Barkerville	\$130.00	\$60.00	\$65.00
Wells Gray Park	14	143 km NE Kamloops via Clearwater	\$91.00	\$42.00	\$45.50
Whiskers Point (Camp)	21	127 km N Prince George	\$136.50	\$63.00	\$68.25
Woss Camp	15	63 km S Pt. McNeill	\$97.50	\$45.00	\$48.75

27.11 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.

27.18 Retirement Allowance and Pre-Retirement Leave

Note: 27.18 has been maintained as an "accrued" benefit. You must have 20 years of service – measured from the first day as an auxiliary employee under the Master Agreement to the first day of the first pay period after April 1, 2013 in order to be entitled to this benefit on retirement.

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

(b) (1) An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, shall be entitled to:

(i) a special paid leave for a period equivalent to 50% of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or

(ii) a special cash payment of an amount equivalent to the cash value of 50% of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

(2) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(3) Where an employee is permitted to purchase a period of war service under the *Pension (Public Service) Act* at retirement, he/she may use all or part of his/her entitlement for the purchase of war service.

27.23 Special Vacation Transportation Subsidy for Severely Isolated Locations

(a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.

(b) This subsidy shall be in the amount of \$400, and is only payable in the event that the employee actually leaves the isolated area.

(c) For the purposes of definition under (a) above the specific locations not exceeding 50, on the Isolation Index have been identified by the Joint Committee on Isolation Allowances and are listed in Appendix 6. These locations will not be changed without mutual agreement.

(d) Effective December 29, 1996, the amount or the allowance will be reduced by \$200 annually for employees in those locations which the parties agree to delete from Appendix 6 of the Tenth Master Agreement.

ARTICLE 30 – SECONDMENT

Subject to Bill 29 the following will apply:

30.1 Definition

"*Secondment*" means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer not subject to the *Public Service Labour Relations Act*.

30.2 Notice of Secondment

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

30.3 Provisions of BCGEU Agreements to Apply

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

30.4 Employer's Representative Designated to Handle Grievances at the 2nd Step

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and his/her supervisor is

not appointed to the Public Service, the employee will discuss the grievance with his/her supervisor. Failing resolution, the employee may submit a written grievance,

32.6 Payroll Deductions

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

32.7 Political Activity

(a) Municipal and School Board Offices:

(1) Employees may seek election to Municipal and School Board Offices, provided that:

(i) the duties of the Municipal or School Board Office other than regular councillor board meetings do not impinge on normal working hours as a Public Service employee;

(ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the Public Service position.

(2) Where the Municipal Council, the School Board or Committees of the Councillor Board hold meetings during the employee's normal working hours, the Ministry 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 20.10, and provided that such leave shall not exceed one-half shift per week

(4) The employee shall provide at least one week's written notice to the Ministry.

(b) Federal and Provincial Offices:

There are no restrictions other than the oath of office on employees engaging in political activities on their own' time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to his/her former position.

32.9 Travel Advance

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

(b) The provisions of (a) will not apply where an employee has agreed to accept and been issued a corporate card.

APPENDIX 4 SHORT AND LONG TERM DISABILITY

Part I - Short Term illness and Injury Plan

1.1 Eligibility

(a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.

(b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in anyone calendar year.

(c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210 or the VIC maximum weekly sickness benefit, whichever is higher.

***(d)** (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave with pay up to 152 days for anyone claim in lieu of benefits as outlined in Section 1.2.

(2) Employer and employee contributions and deductions for Superannuation and Unemployment Insurance will be maintained at the pre-claim level of deductions based upon the average contribution level during the six pay periods immediately preceding the initial date of absence.

(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 he/she had continued to work, the Employer will top up so there is no difference in net take home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of 75% of pay for a period not to exceed seven months from date of absence, (Short Term Plan Period).

(b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the 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 pro-rated benefits under this plan, however, not beyond seven calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

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

(a) a medical practitioner qualified to practice in the province of B.C.; or

(b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or

(c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment

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 3 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 Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment 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 his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third

party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) . general leave of absence not exceeding 30 days;
- (3) 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 and benefits will be paid for the balance of the seven-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 Employer

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

1.8 Entitlement

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.9 UIC Premium

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

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section LI(c), U(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 Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

(2) Where an employee is converted from auxiliary 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 Article 31.12.

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment

2.2 Long Term Disability Benefit

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

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

***(1)** 68.3% of the first \$2,200.00 of monthly earnings; and

(2) 50% of the monthly earnings above \$2,200.00.

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

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

(c) 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.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of 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 six months following cessation of benefits.

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

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

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

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

Where accommodation has been made which enables an employee to return to work he/she 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 Article 27.7(a) at the employee's basic rate at the date of disability.

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

After the first two years of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which full 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) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments. During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

*(c) (l) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 85% of his/her earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 85% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

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

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

payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

(a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;

(b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;

(c) intentionally self-inflicted injuries or illness;

(d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

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

2.6 Integration With Other Disability Income

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

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

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory *act* or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12- month period immediately preceding commencement of the disability, whichever is the greater.

Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude

the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.

(3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under all Act of the Governments of Canada or other Commonwealth countries.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of 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 his/her 65th birthday (60th birthday for correctional centre employees);

(b) on the date of commencement of paid absence prior to retirement;

(c) on the date of Termination of employment with the Employer.

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

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

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved 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 Employer.

2.12 Waiver of Contributions

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

2.13 Claims

(a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a Claims Review Committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (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 his/her claim.

In such circumstances the 60-day appeal period in (1) 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 (1) 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 he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

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

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master 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 Advisory Committee

There shall be a Joint Advisory Committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate Committee member. The purpose of the Committee shall be to 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

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her own occupation, the following shall apply:

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of his/her own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (GPSD7). An employee who fails to:

(1) sign the application form

(2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;

(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 Ministry who shall within 10 work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;

(4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Ministry 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, he/she shall be subject to Article 13-Layoff and Recall of the Master Agreement excluding displacement options pursuant to Clauses 13.2 and 13.3(c)(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 Government Employee Health Services determines 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 Ministry 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 Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

***APPENDIX 6 Special Vacation Transportation Subsidy (Clause 27.23)**

Alice Arm	Kingcome Inlet	Port Clements
Anahim Lake	Kledo Creek	Queen Charlotte City
Atnarko Camp	Leo Creek	Racing River
Atlin	Liard River (Hot Springs)	Sewell Inlet
Bella Coola	Louise Island	Stewardson Inlet
Bob Quinn Lake	Lovell Cove	Stone Mountain Park
Cassiar	LowerPost	Summit Lake (Alaska Hwy.)
Chamiss Bay	Mahatta River	Tatla Lake
Dease Lake	Masset	Tattoga Camp
Dinan Bay	Meziadin Lake	Telegraph Creek
Driftwood	Muncho Lake	Toba Inlet
Germansen Landing	Naden Harbour	Waglisa
Good Hope Lake	Nass Valley	Ware
Hyland River	Ocean Falls	Watson Lake
Ingenika	115 Mile Creek	Welwood Camp
Kemano	Mile Creek	

APPENDIX 8 BIWEEKLY PAY CONVERSION SCHEDULE ISOLATION ALLOWANCE

Based on \$6.50 per point per month						
Points	Bi-Weekly Rate, based on 26 pay periods	Bi-Monthly Rate, Based on 24 pay periods		Points	Bi-Weekly Rate, based on 26 pay periods	Bi-Monthly Rate, Based on 24 pay periods
11	32.89	35.63		26	77.73	84.21
12	35.88	38.87		27	80.72	87.45
13	38.87	42.11		28	83.71	90.69
14	41.86	45.35		29	86.70	93.93
15	44.85	48.59		30	89.69	97.16
16	47.84	51.83		31	92.68	100.40
17	50.83	55.07		32	95.67	103.64
18	53.82	58.31		33	98.66	106.88
19	56.80	61.53		34	101.65	110.12
20	59.79	64.77		35	104.64	113.36
21	62.78	68.01		36	107.63	116.60
22	65.77	71.25		37	110.62	119.84
23	68.76	74.49		38	113.61	123.08
24	71.75	77.73		39	116.60	126.32
25	74.74	80.97				

INFORMATION APPENDIX I Re: Advance Payment of Group Life Benefits

Note: 4. Has a maximum of \$25,000 pre-payment which is 50% of the sector standard Group Life benefit.

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

1. Death must be "expected" within 12 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.
2. Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$40,000.
5. 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.

INFORMATION APPENDIX II Re: Job Sharing

PUBLIC SERVICE ACT DIRECTIVE

FOREWORD

This directive applies to all regular employees who have been appointed under Section 8 of the *Public Service Act* and:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"*Job sharing proposal*" a document, initiated by two employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"*Job sharing arrangement*" where two part-time employees perform the duties of a position previously performed by one full-time employee.

"*Partners*" part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR
- two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position.

A job sharing proposal must be presented to an excluded manager for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this policy.

Approval of the job sharing proposal is at the discretion of the excluded manager. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed under the *Public Service Act* as a regular employee;
- at the same classification level or higher than the position being shared;
- performing his/her current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable *Public Service Act Directives*, i.e. Probation, and Lateral Transfer, and Demotion.

The appointment letter should address whether or not the employee's hours may be increased up to fulltime due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees.

Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance (see the Supplementary Information section for further details).

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the excluded manager; nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Ministry will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share.

Termination of Job Sharing Arrangement by Employer

Ministries may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons after prior consultation with Public Service Employee Relations Commission (PSERC).

Filling of Vacated Job Shared Position

It is at the discretion of the excluded manager, in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g. approve a subsequent job sharing proposal, fill the position on a full-time basis ..

The vacancy created by one partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

Deputy Ministers are authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;
- delegate in writing the above responsibility to other individuals within the Ministry.

Accountabilities

Deputy Ministers are accountable for ensuring that: a mechanism is in place to review and respond to job sharing proposals.

Mandatory Reporting Requirements

Ministries are required to report to PSERC upon request, the following:

- numbers of job sharing arrangements;
- nature and classification level of the shared positions;
- gender of the partners.

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job
- share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner's (s') most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the

agreed to terms of the specific job sharing arrangement. If the Ministry intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

Cancellations

Effective date August 31, 1989.

Approved by the Minister of Government Management Services.

Dated: August 31, 1989

MEMORANDUM OF UNDERSTANDING #4 TELEWORK

(a) The parties agree to establish a Joint Committee comprised of three representatives of the Employer and three representatives of the Union. The purpose of the Joint Committee shall be to recommend to the bargaining principals:

- (1) a policy regarding Telework to be issued within three months of signing this Agreement;
- (2) guidelines and training materials regarding implementation of Telework projects for use by managers and employees; and
- (3) amendments to the Telework policy as deemed necessary after monitoring Telework Projects

consistent with the following provisions:

(b) For the purposes of this Memorandum:

"telework" is the scheduled performance of work during regular working hours by an employee from a teleworkplace.

"official workplace" is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.

"teleworkplace" is the location at which the employee and the Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.

(c) (1) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.

(2) A telework arrangement may be terminated by either the employee or the Employer providing 30 days' written notice to the other party.

(d) (1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.

(2) Telework shall not affect the employment status of any employee. In other words,

telework in or of itself will not prevent a person from remaining or becoming an employee.

(3) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.

(e) No employee shall telework more than three days a week without mutual consent of all parties.

(f) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Union.

(g) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.

(h) The employee is responsible to:

(1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations

(2) in consultation with the Local Occupational Health and Safety Committee or Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view.

(3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work.

(4) ensure that the environment of the teleworkplace is 'such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies

(5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

Dated: April 22, 1996

LETTER OF UNDERSTANDING #2 SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Note: *Members who are pregnant or whose spouse is pregnant (have established eligibility) on or before February 18, 2013 will be entitled to this benefit, and only for the current pregnancy.*

A. Supplemental Unemployment Benefit Plan - Maternity Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU Master Agreement Article 21.1.

2. The maximum number of weeks for which SUB Plan benefits are payable is 17 weeks.
3. The duration of the 'plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement
4. Employees do not have a right to SUB Plan payments except for supplementation of UI Benefits for the unemployment period as specified in this Plan. .
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU Master Agreement Article 21.3.
2. The maximum number of weeks for which SUB Plan benefits are payable is 10 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of UI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Dated: April 22, 1996

The parties agree that, in the event the Health Services and Support – Community Sector Collective Agreement becomes comparable to the then current Health Services and Support – Facilities Sector Collective Agreement, the above-noted provisions shall be deleted consistent with the principles established in the melding decisions in other health sectors.

When any of the above-noted provisions cease to be in effect, the corresponding provision, where applicable, of the Health Services and Support – Community Sector Collective Agreement shall apply.

In the event of a dispute between the parties relating to the interruption or application of the Memorandum of Agreement, Vince Ready shall, at the request of either party, act as a

mediator/arbitrator. In this capacity, Vince Ready shall review the issues in the same context as the May 8, 1996 Industrial Inquiry Commissioner Report and Recommendations and subsequent melding decisions referred to above.

Signed on Behalf of the Association:

Deb Wilson
BCGEU

Signed on Behalf of HEABC:

Paul Lim

Date: August 29, 2013