

BPCPA-BCGEU Ratification Details (September 2014)

Appendix A-Language Changes

***Please note:** Added wording is underlined. Removed wording is ~~struck through~~.

Article 1.9 Anti-Bullying (new clause)

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

Bullying is defined as: any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated, intimidated, degraded, insulted, or offended; possibly in front of coworkers, clients or customers. Examples of bullying may include:

- verbal aggression or insults; calling someone derogatory names
- vandalizing personal belongings
- sabotaging someone's work
- spreading malicious gossip or rumours about someone (including on social media)
- engaging in harmful initiation practices
- physical or verbal threats (this may also constitute "violence" under the Workers Compensation Act or Criminal Code)
- making personal attacks based on someone's personal life and/or personal traits
- making aggressive or threatening gestures
- coercion
- exclusion

This definition excludes any reasonable action taken by an employer or supervisor relating to the management or direction of workers at the workplace.

Article 1.10 Discrimination, Bullying and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination, bullying or sexual harassment complaint under Clause 1.7 or 1.8 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 Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment, bullying or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

Article 1.10 Discrimination, Bullying and Sexual Harassment Complaint Procedures (cont.)

(c) *If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.*

(d) *If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the President and CEO or their designate within 30 days of receiving the manager's response or when the response was due.*

A written complaint shall specify the details of the allegation(s) including:

- name, title and location of the respondent;*
- a description of the action(s), conduct, events or circumstances involved in the complaint;*
- the specific remedy sought to satisfy the complaint;*
- date(s) of incidents;*
- name(s) of witnesses (if any);*
- prior attempts to resolve (if any).*

(e) *The President and CEO or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the President and CEO or such later date as may be mutually agreed by the Business Practices & Consumer Protection Authority and the Union.*

(f) *Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.*

(g) *Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.*

(h) *If the Adjudicator determines that discrimination, bullying and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.*

(i) *Pending the determination of the complaint, the President and CEO(s) 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.*

Article 2.1 Bargaining Unit Defined (new clause)

(b) Wherever possible, Bargaining Unit work of an ongoing nature will not be performed by non-bargaining unit persons without the consent of the Union Staff Representative.

Article 4 Check Off of Union Dues (new clause)

(i) A report of employees who cease employment will be provided to the Union on a quarterly basis.

Article 5 Employer and Union To Acquaint New Employees

(c) ~~Upon Request,~~ The Employer will notify the steward(s) when a new employee has been hired at their work location within the first 30 days of the new employee's date of hire. The steward shall be advised of the new employee's:

- Name
- Work location
- Work/ home/cellular telephone numbers
- personal email address

Article 10.9 Rejection During Probation

(b) Where an employee feels they have been aggrieved by the decision of the Employer 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) should the Union and the Employer fail to resolve it at the local level.

Article 12.3 Selection Procedures

(a) Appointments 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 applicant's education, skills, knowledge, experience, past work performance and ~~years of continuous service with BPCPA~~ service seniority.

(b) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification, which have been evaluated under the selection standards project. ~~if the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.~~ Selection procedures shall also include consideration of years of continuous service, i.e., 0.5% of total competition points for each year of continuous service to a maximum of 10% of total competition points.

~~(c) if the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most years of continuous service will be appointed.~~

~~(d) For the purpose of this clause "relatively equal" means candidates with: 10 years or more of continuous service have a point score difference of 10% or less of the points available for education, skills, knowledge, experience and past work performance; less than 10 years of continuous service have a point score difference of 5% or less of the points available for education, skills, knowledge, experience and past work performance;~~

Article 12.3 Selection Procedures (cont.)

~~(e c)Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service shall be placed on the list in order of their respective point scores.~~

Article 12.5 ~~Appeal Procedure~~ Right to Grieve-Unsuccessful Applicant (please note: the Union has proposed this title change as the original title is no longer accurate, the Employer has not agreed to the title change yet)

~~(c) An employee who is an unsuccessful applicant for an bargaining unit appointment may, within seven (7) days of written notification that he/she was unsuccessful, make a written request from the individual responsible for the appointment for an explanation of the reasons why he/she was not appointed.~~

~~(d) The responsible individual for the appointment must provide a written explanation within seven (7) days soon as practicable after receiving a request under Subsection (a).~~

~~(e) If the unsuccessful applicant is not satisfied with the explanation, he/she may file a grievance at Step 2 within seven (7) days of receiving the written explanation. An employee who has made a request under (a) above may request an inquiry into the application with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the employer designate responsible for the position.~~

~~(f) The employer designate, or a person designated by the employer designate, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered.~~

~~(g) Except as provided in (g) below, an employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a review of the appointment.~~

~~(h) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the employer designate under (c) above.~~

~~(i) The following are not subject to a review by the employer designate and may not form the basis of a grievance:~~

- ~~(1) — Staffing decisions respecting positions outside the bargaining unit;~~
- ~~(2) — A temporary appointment of not more than 7 months in duration;~~
- ~~(3) — An appointment of an auxiliary employee; and~~
- ~~(4) — A direct appointment by the employer designate.~~

~~(j) All requests for reasons, inquiry or review and submissions must be within the time period prescribed.~~

Article 13 Layoff and Recall (new clause)**PREAMBLE**

The Employer 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.

(a) Pre-Layoff Canvass – Prior to the layoff of a regular employee(s) the employer may at its' direction, within the geographic location, canvass any employee or group of employees to invite:

- 1) Voluntary placement into a vacant regular position;*
- 2) Resignation with severance; and*
- 3) Where eligible, early retirement.*

Article 14.3 Modified Workweek Schedules

(a) ~~The foregoing~~ modified work schedules shall be subject to the following provisions:

- (1) It is understood that the implementation of modified ~~workweek~~ work schedules is dependent on receiving confirmation from the Employer prior to implementation.*
- (2) Where the majority of employees in a work unit or department agree to a proposed modified work schedule identified in Article 14.3(c)and/or(d) below, or any other proposed modified work schedule, the Employer will assess their proposal to determine if it meets with operational requirements.*
- (3) The Employers' approval to trial any such proposed modified work schedule, shall not be unreasonably withheld.*
- (4) Employees who do not meet and/or maintain satisfactory performance standards may not be eligible to participate in a modified work schedule trial or ongoing arrangement.*
- (5) Modified work schedule trials will be at least six months.*
- (6) Modified work schedule proposals may be implemented on a permanent basis or on a permanent basis after a trial where operational requirements were reasonably met.*
- (7) Where a majority of employees in a work unit agree to end their modified work schedule, a minimum of four (4) weeks' written notice must be given to the Employer.*
- (8) Where the Employer demonstrates the modified work schedule in a work unit or department no longer meets operational requirements, the Employer can end the modified work schedule with a minimum of four (4) weeks' written notice to all impacted employees.*
- (9) There shall be equitable rotation of the extra days off as mutually agreed at the local level.*
- (10) Pursuant to Clause 14.4(b), 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.*

Article 14.3 Modified Workweek Schedules (cont.)

(11) Pursuant to Clause 14.4(c), any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.

(b) ~~(1)~~ The extra day off is scheduled by mutual agreement at the local level ~~on Monday or Friday; or~~

~~(2)~~ ~~is scheduled by mutual agreement within the applicable cycle in (a) above (c) below.~~

(c) Modified Workweek

Where there is mutual agreement between the union designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on, but not limited to, one of the following bases:

- 1) ~~4/3 4~~ – the workday shall be eight hours and 45 minutes.
- 2) 5/4 – the workday shall be seven hours and 47 minutes.
- 3) 5/5/4 – the workday shall be seven hours and 30 minutes.
- 4) 5/5/5/4 – the workday shall be seven hours and 22 minutes.

(d) Flextime

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 within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be 70 hours.
- 3) The workday for those employees on flextime shall not exceed 10 hours.

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.

For those employees working a flextime arrangement within a modified work schedule, 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 the number of hours consistent with the aforementioned work schedules in 14.3(c) above, providing at least ~~seven~~ such hours are required to complete the averaging period. If less than ~~seven~~ the hours noted in Article 14.3 (c) ~~hours~~ are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

Article 14.10 Flextime (moved to Article 14.3 d)

~~(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~~

Article 14.10 Flextime (cont.) (moved to Article 14.3 d)

~~2) — choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be 70 hours.~~

~~3) — The workday for those employees on flextime shall not exceed 10 hours.~~

~~(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.~~

Article 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 scheduling of the lieu day shall be subject to negotiations.

Article 17.8 Scheduling Paid Holiday Lieu Days (new clause)

Lieu days resulting from paid holidays shall be scheduled by mutual agreement between the employer and the employee. Every effort will be made to grant lieu days abutting the employee's scheduled days of rest or vacation if requested by the employee.

Article 22.2 Provincial Joint Occupational Health and Safety Committee

There shall be established a joint committee composed of ~~five~~ three representatives of the Employer and ~~five~~ three representatives of the Union. Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

(a) To review reports on matters referred by local Occupational Health and Safety Committees ~~or by joint committees~~ or and make recommendations to the bargaining Principals regarding occupational health and safety matters, and

(b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members.

Article 22.3 Joint Occupational Health and Safety Committees

~~(g) Where more than one employer occupies a facility in common, a committee may be established by mutual agreement to encompass more than one employer. Where mutual agreement cannot be reached, then either party may refer the matter to the provincial Joint Occupational Health and Safety Committee established pursuant to Clause 22.2 for resolution.~~

Article 22.21 Employees Working Alone (new clause)

The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WCB OHS Regulations, in consultation with employees who work alone and the JOHSC. The Employer shall pay for any costs associated with the implementation of the procedure. The provisions of this article shall be consistent with the Workers Compensation Act and OHS Regulations.

Article 28 Classification and Reclassification**28.1 Classification Plan**

(a) ~~The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the Public Service BPCPA 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.~~

~~The Public Service Job Evaluation Plan will be used to evaluate positions in the Master Agreement and to determine their appropriate factor ratings. The Public Service Job Evaluation Plan is governed by the 14 Master Agreement and its bargaining principles.~~

~~If the bargaining Principals of the 14 Master Provincial Government Agreement amend, alter or retire the Public Service Job Evaluation Plan, the BPCPA and the BCGEU shall meet to negotiate what amendments may be required as a result of changes to the Public Service Job Evaluation Plan.~~

(b) ~~The Employer 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.~~

(c) ~~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 BPCPA including staffing and collective agreement purposes.~~

28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs

a) ~~The Employer 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 Employer 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 BPCPA 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 Employer 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~~

Article 28 Classification and Reclassification (cont.)

~~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.~~

28.3 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, of this Agreement.

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, Director of Human Resources and the B.C. Public Service Agency to the Union Part 1 of the Classification Appeal Form requesting a written job description describing 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 of their 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. ~~Any duties in dispute will be listed in writing by the employee and will accompany the Part 1 form.~~

Part 2

(c) If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the B.C. Public Service Agency Director of Human Resources and the Union within 30 days of receipt of the written job description or when the response was due at Clause 28.3(a) or the appeal will be deemed to have been abandoned. Any duties in dispute will be listed in writing by the employee and will accompany Part 2 of the Form. If the employee has not received the job description within 30 days of their request in Part 1, the employee will list their duties and note those duties they believe are evidence of a higher classification.

(d) Differences between the employee and the excluded manager or designate respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "on-site" interview or telephone conversation. The Union's classification representative will be advised of the date, time and location of on-site interviews in order that they may attend. The Employer shall respond within 60 days of receipt of such a request.

Part 3

~~(d)~~ (e) If there remains a dispute respecting the classification level, the Union will respond to the Director of Human Resources complete Part 3 of the Classification Appeal Form and submit completed Parts 1, 2 and 3 of the form to the Employer within 60 days of receipt of the Business Practices & Consumer Protection Authority's written response at Clause 28.3(e) ~~(d)~~ or when the response was due. ~~Part 3 of the form~~ The Union 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

Article 28 Classification and Reclassification (cont.)

~~in the relevant classification/job evaluation plan. The Employer shall review the appeal and respond to the Union with a comprehensive explanation of its decision within 60 days of receipt of the appeal at Clause 28.3(d). The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend.~~

~~(f) If the classification level remains in dispute, the Union and the Director of Human Resources may agree to an alternative process in order to resolve the classification appeal.~~

~~(e) (g) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 28.4 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of receipt of the response from the Employer Union at Clause 28.3 (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.~~

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

~~(g) (i) A submission of a classification appeal to adjudication shall be by certified mail or by courier transmitted to the Employer. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.~~

28.4 Adjudication

~~(a) The parties shall jointly agree upon a list of referee(s) who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 28.3(e) (g).~~

~~(1) The referee shall be assigned to hearings, depending upon availability, on a rotating basis from the list of referees. For full hearings, the order of rotation may be varied by mutual agreement of the parties.~~

~~(2) 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 the Memorandum of Agreement—Expedited Classification Appeal Procedure.~~

28.5 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 28.3(a).~~

28.6 Elimination of Present Classification

~~No existing classification shall be eliminated except by prior consultation with the Union.~~

Article 29.1 Positions Temporarily Vacant (new clause)

~~(a) Temporary assignments under seven (7) months which become available, including new positions and project work, will be offered, subject to satisfactory performance to qualified regular employees by service seniority to promote career development.~~

Memorandum of Understanding #20

Re: Employment Security

1. During the term of this Memorandum of Understanding the Employer agrees not to exercise its right to cause a layoff which results in the involuntary cessation of employment for an employee who has regular status as of April 1, 2010.

Letter of Understanding #5-Suspensions Pending Investigation-Without Pay (delete letter)

~~June 20, 2006~~

~~Mr. George Heyman, President
B.C. Government and Service Employees' Union~~

~~Dear Mr. Heyman,~~

~~Re: Clause 10.03-Suspension~~

~~The Employer has the right to suspend an employee without pay pending investigation if the employee's continued presence in the workplace constitutes a serious and immediate risk to the Employer's legitimate interests. In this respect, prior to suspending, the Employer must take reasonable steps to ascertain if such a risk can be mitigated by closer supervision or reassignment to other work which is reasonably available.~~

~~The Employer's right to suspend a bargaining unit employee pending investigation as outlined above is consistent with the principles enunciated in Phillips Cable and Ontario Jockey Club decisions. The reasons must be included in the letter of suspension.~~

~~I trust this clarifies the Employer's positions respecting clause 10.03.~~

~~Yours truly, Harold Cull, Director of Corporate Services and CFO.~~

Letter of Understanding #15-Modified Work Schedule**Modified Work Schedule**

The parties agree that a Modified Work Schedule can benefit both the Employer and employees where it is operationally supported and where the majority of employees in a working unit or department prefer it.

It is understood that where the Employer agrees to implement a Modified Work Schedule, that employees will work cooperatively, within the work unit collectively, and with the Employer to ensure coworkers are not left short staffed and operational requirements are met.

The parties also recognize that there may be times when work units or departments working short staffed may be unavoidable. However, employees working on a modified work schedule must be willing to be flexible about rescheduling a flex day to meet the Employer's operational requirements where possible, unless personal circumstances prevent it.

Letter of Understanding #15-Modified Work Schedule (cont.)

At the request of the Employer, the Union agrees to attend meetings with employees to ensure there is a clear understanding of the parties' intent regarding the cooperation of employees in a modified work schedule.

~~HOURS OF WORK AGREEMENT~~
~~Between the BCGEU & Consumer Protection BC~~

Framework

~~This Agreement sets forth the terms and conditions for a modified workweek between the BCGEU and the Employer. A modified workweek is an optional agreement on the part of the employee and employer and may be rescinded at the request of either party based on operational requirements.~~

~~As per Section 14.3 of the Collective Agreement, Consumer Protection BC offers two full-time schedules:~~

- ~~The standard five-day workweek at 7 hours per day~~
- ~~A modified workweek of 7.5 hours per day with a day off every three weeks.~~

~~It is expected that employees will remain on their agreed upon work schedule except in exceptional circumstances.~~

Banking a Modified Day

~~Where an employee is required to work on their earned day off due to operational requirements, the earned day off will be rescheduled by mutual agreement between the employee and supervisor.~~

Rescheduling a Modified Day

~~An employee who wishes to reschedule their earned day off due to extenuating circumstances to another day within the period may request approval from their supervisor. Requests to reschedule the earned day off outside of the existing period is deemed to be banking the modified day and requires approval from the supervisor as noted above.~~

Scheduling Modified Days Falling on Designated Paid Holiday

~~Where the normal modified day falls on a designated paid holiday that day will be rescheduled to the nearest day within the period i.e. if the modified day is normally taken on a Monday and Monday is a designated paid holiday, then the modified day may be taken on Tuesday or if the modified day is normally taken of a Friday and the Friday is a designated paid holiday, then the modified day may be taken on Thursday.~~

~~Pursuant to Clause 14.3(b) (4) of the Collective Agreement, any shortfall arising from the designated paid holidays falling within the schedule shall be scheduled by mutual agreement.~~

Medical/Dental Appointments

~~Pursuant to Article 20.11 of the Master Agreement, employees agree that whenever possible, medical and dental appointments will be scheduled outside of regular scheduled daily hours.~~

Letter of Understanding #15

Letter of Understanding #15-Modified Work Schedule (cont.)**Sick-Leave**

STIIP leave will be deducted in accordance with the employee's scheduled daily hours.

An employee on extended sick leave will remain on the modified workweek schedule until the end of the first pay period of the absence. The schedule will then revert to a standard seven-hour day. When the employee returns to work he/she can, once again, participate in a modified workweek schedule after completing a full pay period, and following receipt of clearance from a qualified medical practitioner to perform full duties with no modifications.

Scheduling of Vacation

Vacation scheduling will occur as per Section 18.3, Vacation Scheduling, of the Collective Agreement and 14.4 Conversion of Hours.

Pursuant to Clause 14.3~~(b)~~(a) of the Master 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.

Housekeeping

Rest and meal periods shall be scheduled pursuant to Clauses 14.5 and 14.7 of the Collective Agreement and cannot be worked to accumulate time towards the modified day or to make up for the late arrivals or early departure.

Annual Review

The terms and effectiveness of this Agreement will be reviewed by the Employer and the Union on an annual basis.

Agreement between:

Scott McBride, President and CEO, Consumer Protection BC

And

Dan Rowe, Staff Representative, BCGEU

Dated: June 10, 2011

BPCPA-BCGEU Ratification Details (September 2014)

Appendix A-Monetary Changes

Article 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 3 days;
- (2) attend wedding of the employee's child 1 day;
- (3) birth of the employee's child..... 2 days;
- (4) serious household or domestic emergency..... 1 day;
- (5) moving household furniture and effects..... 1 day;
- (6) attend their formal hearing to become a Canadian citizen 1 day;
- (7) attend funeral as pallbearer or mourner ½ day;
- (8) court appearance for hearing of employee's child..... 1 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..... ~~1~~ 3 days per calendar year;

Article 22.6 Occupational First Aid Requirements and Courses

(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 - ~~\$52~~ \$56 per biweekly period (effective beginning of first pay period following date of signing);
- ~~\$53 per biweekly period (effective April 1, 2007);~~
- ~~\$54 per biweekly period (effective March 30, 2008);~~
- ~~\$55 per biweekly period (effective March 29, 2009)~~
- Level 2 Occupational First Aid Certificate - ~~\$40~~ \$44 per biweekly period (effective beginning of first pay period following date of signing);
- ~~\$41 per biweekly period (effective April 1, 2007);~~
- ~~\$42 per biweekly period (effective March 30, 2008);~~
- ~~\$43 per biweekly period (effective March 29, 2009.~~

* Effective upon ratification.

Article 25.2 Extended Health Care Plan

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

Effective April 1, 2010:

- Chiropractor/Physiotherapy/Podiatrist/ Massage Therapist/Naturopathic Physician
- Acupuncture – \$200 per individual to a maximum of \$500 per family per year
- Increase lifetime maximum ~~to~~ from \$250,000 (effective April 1, 2010) to \$500,000 (effective January 1, 2016)
- Breast prosthetics maximum to \$1,000
- Wig/hairpiece maximum to \$500
- Recognize registered clinical counsellor in combination with psychologist
- Prostate serum antigen test (maximum 1 per year)
- Eyeglass coverage – maximum to \$250 (may be used for laser eye surgery)

Effective May 21, 2010:

- Massage therapy will be capped at \$750 per annum, per person

Effective January 1, 2011: Annual deductible for extended health care benefits will be increased to \$80.00.

- Paramedical - 80% of the \$10 visit fee for first 8 6 visits; 80% reimbursement of full amount payable after 8 6 visits (effective January 1, 2016). Effective January 1, 2016 – reimbursement formula of 80% coverage for the first \$1,200 (currently \$1000) in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,200 would be covered at 100%.
- Claims for reimbursement for hearing aids will be increased to \$1,500 per year per person

Article 27.3 Rates of Pay

(b) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 27.7 and Appendix 1D, Rates of Pay for Apprentices.

(c) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

Wage increases of

- ~~One Two~~ percent (~~12~~%) increase to ~~April 1, 2012~~ June 1, 2014;
- ~~One Two~~ percent (~~12~~%) increase to ~~October 1, 2012~~ January 1, 2015;
- ~~One Two~~ percent (~~12~~%) increase on ~~April 1, 2013~~ January 1, 2016;
- ~~One percent (1%) increase on January 1, 2014~~
- Two percent (2%) increase on January 1, 2017.

Article 27.8 Vehicle Allowance

Vehicle allowance shall be:

Date of ratification ~~51~~ 53¢

April 1, 2013..... ~~52~~¢

Article 27.9 Meal Allowance

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

Meal	Effective Date of Ratification
Breakfast	\$11.75 - <u>12.00</u>
Lunch	13.50 - <u>13.80</u>
Dinner	22.75 <u>23.25</u>

Article 27.25 Qualified Registered Professional Fees

Regular full-time 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 (not to exceed ~~2005~~ 2013 fee schedule).

Note: It is understood that this provision will cover Chartered Accountants, Certified Management Accountants, Certified General Accountants, Registered Professional Biologists, Licensed Practical Nurses and Registered Forest Technologists

Article 32.7 Health and Welfare

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

~~61¢ (effective April 16, 2006)~~

~~62¢ (effective April 1, 2007)~~

~~63¢ (effective March 30, 2008)~~

~~64¢ (effective March 29, 2009)~~

72¢ (effective ratification)

per working hour, up to a maximum of

~~\$42.70 (effective April 16, 2006)~~

~~\$43.40 (effective April 1, 2007)~~

~~\$44.10 (effective March 30, 2008)~~

~~\$44.80 (effective March 29, 2009)~~

\$50.20 (effective ratification)

per biweekly pay period.

Article 33.10 Personal Property Damage

(a) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of ~~\$150~~ 153, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.

Article 40 Term of the Agreement**40.1 Duration**

This Agreement shall be binding and remain in effect to midnight ~~May~~ December 31, 2014-7.

40.2 Notice to Bargain

(b) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after ~~April~~ October 1, 2014-7, but in any event not later than midnight, ~~April~~ October 30, 2014-7.

(c) Where no notice is given by either party prior to ~~April~~ October 30, 2014-7, both parties shall be deemed to have given notice under this clause on ~~April~~ October 30, 2014-7, and thereupon Clause 40.3 applies.

Memorandum of Understanding #13 Temporary Market Adjustments (TMAs)

(Delete MOU #13 and move TMA's into Appendix 1- Salary Grid)

Letter of Understanding (new letter)

Note: This letter will be maintained by the parties but will not appear in the final collective agreement

Re: Trial Paramedical- Health Allowance

The parties agree to trial a Paramedical-Health Allowance that will be for the defined period of this collective agreement only. The Union understands that this is not an ongoing provision of the collective agreement and therefore, will have no expectation that it will continue into the next collective agreement unless the parties agree to do so in the next round of bargaining.

Management reserves the right to suspend this program, with appropriate notice, should the organization's budget or forecasted budget reflect a material budget deficit. The Employer will provide the Union with a fully audited financial report in the unlikely event that this deficit should occur.

The Paramedical-Health Allowance Trial will be in addition to the provisions of Article 25-Extended Health Care Plan. The Employer will reimburse regular employees for the cost of any of the following paramedical-health expenses as follows:

Re: Trial Paramedical- Health Allowance (cont.)

- Physiotherapy*
- Massage Therapy*
- Acupuncture*
- Chiropractor*
- Chiropodist*
- Podiatrist*
- Eye glasses/contacts/laser surgery*
- Naturopath*
- Herbal Medicine*
- Clinical Counsellor*
- Psychologist*
- Gym Membership*

Up to a maximum of: \$200.00 per employee for 2015

Up to a maximum of: \$200.00 per employee for 2016

Up to a maximum of: \$200.00 per employee for 2017