MEMORANDUM OF SETTLEMENT

between the

FRESHWATER FISHERIES SOCIETY
OF BRITISH COLUMBIA

and the

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

APRIL 17, 2013

E & OE
1.2 Future Legislation

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

1.2 Statement of Purpose

The Parties agree that the objective of the Society and the Society employees is to maintain the ongoing viability of the provincial lake stocking program.

1.6 Respectful Work Environment

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

1.7 Definitions of Discrimination/Harassment/Bullying

a) Grounds for discrimination include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, illness, gender, sexual orientation, age or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.

b) Harassment is any conduct – verbal, physical or by innuendo that is likely to cause offense or humiliation to any person within the context of (a) above.

c) Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions or gestures that affects and employee’s dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

d) Inappropriate behaviour, generally, may be an incident or a series of incidents of any direct or indirect conduct, comment, suggestion, gesture or communication, which:

   (1) is likely to cause offense, humiliation or intimidation to any employees;

   (2) is unwanted or unwelcome whether intentional or unknowing;

   (3) includes but is not limited to misuse of position of authority, subordinate/power relationships;

   (4) might, on reasonable grounds, be perceived, explicitly or implicitly, as placing a term or condition on employment, training or promotional opportunities;

   (5) interferes with an individual’s job performance;

   (6) has the effect of creating a poisoned or hostile working environment.

This list is not exhaustive.

e) Discrimination does not include actions occasioned through exercising in good faith the Employer’s managerial/supervisory rights and responsibilities.

f) Discrimination, harassment and/or bullying by an employee is a serious offense, and is subject to disciplinary action which may lead to discipline up to and including dismissal.
1.8 Procedures

In the case of a complaint of discrimination, harassment, or bullying, the following shall apply:

(a) Before proceeding to a formal complaint, an employee who believes he or she has a complaint of discrimination, harassment, or bullying may approach the parties involved. Pursuant to Clause 1.6, every effort shall be made to address and resolve such a complaint at the local level and in a timely manner. If more than one incident occurs, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.

(b) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach a union steward and local manager, or other contact person if the union steward or local manager are involved, to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter remains unresolved, an employee (complainant) may submit a complaint in writing within six months of the latest alleged harassment occurrence, or within 30 days of the latest alleged bullying occurrence, to Human Resources. Upon receipt of the written complaint, the Employer shall notify in writing the designated union representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(d) The Employer will investigate the complaint using either a senior manager, human resources or an outside consultant as the investigator, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the Director, Human Resources, or their designate, within 30 days of receipt of the complaint. The Director, Human Resources, or their designate, shall, within 14 days of receipt of the report, determine what action, if any, should be taken. The union representative, the complainant and the respondent shall be notified of the resolution.

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

(f) All persons involved in the handling of a complaint 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.

(g) Both the complainant and the respondent shall be given the option of having a steward present at the meeting held pursuant to the above investigation.

(h) In the case of alleged harassment or bullying by a member of the general public, the employee claiming to be harassed or bullied has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender.

(i) Where either the complainant or the respondent is not satisfied with the resolution in response to a harassment complaint, they shall have the right to file a grievance at Step 3 of the grievance procedure.

(j) Any decision or action taken in response to a bullying complaint is not subject to the grievance or arbitration procedures of Article 8 and 9 of the Collective Agreement.

(k) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action, up to and including dismissal.
(l) This article does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code. A complaint of discrimination, harassment or bullying shall not form the basis of a grievance.

1.6 Human Rights Code

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

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the Human Rights Code within the Employer and for extending knowledge relating to the Human Rights Code to all employees.

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

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

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

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

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

This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.8.

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

1.7 Sexual Harassment

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

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

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

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.
This clause does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.8. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.8.

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

Examples of sexual harassment include but are not limited to:

- A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- Sexual advances with actual or implied work related consequences;
- Unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- Verbal abuse, intimidation, or threats of a sexual nature;
- Leering, staring or making sexual gestures;
- Display of pornographic or other sexual materials;
- Offensive pictures, graffiti, cartoons or sayings;
- Unwanted physical contact such as touching, patting, pinching, hugging;
- Physical assault of a sexual nature.

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

1.8—Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination 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 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.

(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 Employer 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 and title 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 Employer 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 Employer or such later date as may be mutually agreed by the Employer and the Union.

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication.

(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 and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) Pending the determination of the complaint, the Employer 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.

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

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement certificate issued by the Labour Relations Board except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions or by virtue of the Labour Relations Code. The parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of Employer policy or in the process of employer-employee relations.

(b) The guidelines to be considered in negotiating exclusions shall be:

1. position incumbents employed who perform the functions of a manager: for the primary purpose of exercising senior management functions;
2. position incumbents employed in a confidential capacity in matters relating to labour relations or personnel;
3. position incumbents employed in a confidential planning or advisory position in the development of management policy for the Society; or
4. a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

2.12 Jurisdiction

An employee who is not a member of the bargaining unit shall not regularly carry out the duties which have traditionally been performed solely by classifications assigned to the bargaining unit.
8.8 Administrative Provisions

(a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier, email, or by facsimile, or hand delivered with the receiving party providing acknowledgement of receipt in writing.

9.1 Notification

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party, or hand delivered with the receiving party providing acknowledgement of receipt in writing. Submissions may be transmitted by email or facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain the email, or a facsimile receipt to prove service.

12.1 Postings

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout the Employer. Lateral transfers or voluntary demotions may or may not be granted without posting to employees who have applied for a lateral transfer or demotion.

12.5 Appeal Inquiry & Review Procedure

12.9 Training and Development

It is recognized that it is in the mutual interest of employees and the Employer that:

(a) a skilled workforce is maintained through timely and adequate training.

(b) Both parties recognize that improved equipment, methods, and procedures create changes in the job structure of the workforce.

(c) The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and upgrade their specific skills.

(d) It is recognized that training and development activity is a joint responsibility shared between the Employer and the employee.

(e) All training and development opportunities are subject to the availability of training and development funding, training policies and operational requirements. Such training may be in the form of internal training, courses, seminars, demonstrations, conferences, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7-Leave for Taking Courses. All training policies shall be made available on request to employees.

(f) Upon return from training and development activities, the employee may be required to submit a report to the Employer.

(g) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.
(h) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

12.11 Training and Development Assistance

(i) Employees shall be reimbursed for 100% of the tuition for job-related courses related to the employee's present position or career development. Tuition fees for approved courses which lead to a diploma or a degree may be reimbursed in the amount of 75%.

(j) To qualify for reimbursement, an employee must be a regular employee upon enrolment. All applications for training assistance must be submitted prior to registration in the course. The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program. Exceptions to the reimbursement procedures may be made at the Employer’s discretion, considering costs, duration, relation or requirement of the training to the employees work, and/or financial hardship.

(k) Termination of employment will nullify any obligation of assistance by the Employer.

14.1 Hours of Work

(a) Standard Hours

(1) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

(2) Except as otherwise provided, the workday shall be seven hours duration, exclusive of meal periods, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

14.2 Work Schedules

(f) Work schedules for all employees will be guided by the provision of (1), (2) and (3) below except as otherwise provided.

(1) The annual work schedule shall consist of either four or five consecutive days in each week so that the total regular hours of work, exclusive of meal periods, is 35, providing that within a seven-day period, the scheduled days shall be of equal length. Except as otherwise provided, the standard workweek for employees formerly covered by the Administrative component agreement shall consist of five consecutive days from Monday to Friday, inclusive, and the workday shall be seven hours duration, exclusive of meal periods, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

14.6 Meal Periods

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for as per the appropriate overtime articles in the Collective Agreement. For the purpose of this Agreement, an employee shall be considered to be away from their workstation if they are not subject to recall to work during their meal period. Where an employee is subject to recall during their meal period, the meal period shall be considered as time worked. On such an occasion the employee shall be compensated at the applicable overtime rate for the duration of the meal period. Overtime worked during a meal period shall be considered as overtime worked after the shift for overtime calculation purposes. For the purpose of this clause “subject to recall” means an employee is required by the Employer to be immediately available for duty at their worksite.
14.8 Scheduling Limitations

(e) (1) Employees shall not be required to work split shifts except by mutual agreement approved by the Joint Committee - Employer and local shop steward.

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be:

$15.50 effective date of ratification 15.00 effective March 29, 2009

17.1 Paid Holidays

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

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>British Columbia Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Remembrance Day</td>
</tr>
<tr>
<td>Queen's Birthday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

20.1 Bereavement Leave

(b) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, brother, sister, stepsibling, father-in-law and mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

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:

(9) in the case of serious illness or hospitalization of an elderly parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - one day - this may be used in one-half shift increments;

20.17 Extended Child Care Leave

(e) Leave taken under this clause is intended to be for the care of children.

21.2 Parental Leave

(c) Leave taken under this clause and clause 21.1 is intended to be for the care of children.
22.18 Safety Equipment

(b) Regular employees who are required by the Workers' Compensation Board (WorkSafeBC) Regulations or the Employer to wear safety-toed footwear shall be entitled to be reimbursed for safety-toed footwear up to $131.00 biennially 65.50 once per calendar year, upon production of a receipt.

27.3 Rates of Pay

(a) The rates of pay in Appendix 3 will be increased by:

- 0.5% effective April 1, 2011
- 2.5% effective April 1, 2012
- 1% effective April 1, 2013
- 1.5% effective January 1, 2014
- 2.0% effective January 1, 2015

27.8 Vehicle Allowances

Effective March 29, 2009.................................. 50¢ per km
Effective date of ratification.............................53¢ per km

27.9 Meal Allowances

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

<table>
<thead>
<tr>
<th>Meal</th>
<th>Effective date of ratification</th>
<th>July 13, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>12.50</td>
<td>15.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>14.25</td>
<td>15.00</td>
</tr>
</tbody>
</table>

27.19 Child Care Expenses

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

(1) Employer endorsed education, training and career development activities, or

(2) Employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to $60 per day per child upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to $30 per day per child upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

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

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

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 64¢ (effective March 29, 2009) - 70¢ (effective date of ratification) per working hour, up to a maximum of $44.80 (effective March 29, 2009) - $49.00 (effective date of ratification) per biweekly pay period.

31.9 Medical, Dental and Group Life Insurance

(c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three-six consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

32.3 Indemnity

(c) *Canada Shipping Act*—where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

32.6 Copies of Agreements

(b) The cover of the Agreement shall read as follows:

```
COLLECTIVE AGREEMENT
between the
FRESHWATER FISHERIES
SOCIETY OF
BRITISH COLUMBIA
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)

Effective April 1, 2010 to March 31, 2013
```

32.12 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

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

Procedures
(a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/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 supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the President FFSBC or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of the President FFSBC's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The President FFSBC shall provide the respondent with a copy of the complaint.

(c) The President FFSBC or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the President FFSBC.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the President FFSBC's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.

(e) The referral to the panel will include the written statement presented at step (b) above and the President FFSBC's response.

(f) The panel will review the written statement and the President FFSBC's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.

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

Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

1. make findings of fact;
2. decide if, on the facts, misuse of managerial/supervisory authority has occurred;
3. attempt to mediate a resolve;
4. dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the Collective Agreement.
(g) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(h) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

(i) Pending the determination of the complaint, the President FFSBC 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.

34.1 Cooperative Education Training Program

(e) Employees hired under this program will be classified and paid in accordance with Appendix 1D at Level 1 or 2 as appropriate.

36.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2013. December 31, 2015.

36.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2013, October 1, 2015, but in any event not later than midnight, January 31, 2013 October 31, 2015.

(b) Where no notice is given by either party prior to January 31, 2013 October 31, 2015, both parties shall be deemed to have given notice under this clause on January 31, 2013 October 31, 2015, and thereafter Clause 36.3 applies.

36.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect April 1, 2010 2013.

APPENDIX 1C
Classification Titles, Job Titles and Grid Ranges

<table>
<thead>
<tr>
<th>Classification Title</th>
<th>Grid Level</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biologist N21 (BIO 2)</td>
<td>21</td>
<td>Junior Research &amp; Development Biologist</td>
</tr>
<tr>
<td>Biologist N24 (BIO 3)</td>
<td>24</td>
<td>Biologist</td>
</tr>
<tr>
<td>Biologist N24 (BIO 3)</td>
<td>24</td>
<td>Sport Fishing Development Biologist</td>
</tr>
<tr>
<td>Biologist N27 (BIO 4)</td>
<td>27</td>
<td>Fish Culture Development Biologist</td>
</tr>
<tr>
<td>Biologist N27 (BIO 4)</td>
<td>27</td>
<td>Unit Head, Fish Health Unit</td>
</tr>
<tr>
<td>Biologist N27 (BIO 4)</td>
<td>27</td>
<td>Senior Research and Development Biologist</td>
</tr>
<tr>
<td>Biologist N30 (BIO 5)</td>
<td>30</td>
<td>Manager, Fish Health Unit</td>
</tr>
<tr>
<td>Biologist N30 (BIO 5)</td>
<td>30</td>
<td>Unit Head, Research, Evaluation &amp; Development Section</td>
</tr>
<tr>
<td>Clerk R9 (Clerk 3)</td>
<td>9</td>
<td>Finance and Administration Clerk</td>
</tr>
<tr>
<td>Clerk R9 (Clerk 3)</td>
<td>9</td>
<td>Office Manager</td>
</tr>
<tr>
<td>Clerk N14 (Clerk 5)</td>
<td>14</td>
<td>Payroll and HR Administrator</td>
</tr>
<tr>
<td>Clerk N14 (Clerk 5)</td>
<td>14</td>
<td>Outreach Coordinator - Kootenays</td>
</tr>
</tbody>
</table>
## APPENDIX 1D

### Special Employment Program Rates

<table>
<thead>
<tr>
<th>Definition</th>
<th>Grid</th>
<th>Steps Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills Development Employment Program</td>
<td>1</td>
<td>X</td>
</tr>
</tbody>
</table>

Students enrolled in full-time studies at an accredited educational institution within the past 24-36 months at a secondary or post-secondary level. Work duties are temporary and time-limited.
APPENDIX 2
Short and Long-Term Disability

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.

Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

APPENDIX 4
Table of Recognized Work Schedules

The Parties agree to incorporate the 7-2-3-2 shift schedule and to update this table to reflect the addition of the Family Day statutory holiday.

MEMORANDUM OF UNDERSTANDING 1

between the
FRESHWATER FISHERIES SOCIETY OF BC
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES’ UNION

Respecting One-Time Payment

A one-time payment in the amount of $250 for each employee (pro-rated for partial years of service). Payment to be made within two pay periods of the date of ratification.

The Parties agree to renew MOU’s 2, 3, 4 and 5.

MEMORANDUM OF UNDERSTANDING 6

Re: Auxiliary Employees – STIIP

Subject to the eligibility requirements of Clause 31.12, auxiliary employees will continue to be covered by the provisions of Appendix 2, Part I as outlined in the 13th Master Agreement signed May 23, 2001 (i.e. 7 months).
MEMORANDUM OF UNDERSTANDING 7  
Re: Project Employees

The parties agree to establish a project to provide an alternate means of undertaking time limited project work. It is anticipated that this pilot will also facilitate a reduction in the number of contractors engaged to do work which could be performed by employees. To meet these objectives, the following provisions will apply:

1. Project employees will be engaged for projects of 12 to 24 months' duration. Where a project employee is retained beyond the 24 month maximum, they will be deemed a regular employee from their initial date of hire.

2. Project employees' terms and conditions of employment shall be those applicable to regular employees under this Agreement except as provided in this memorandum. Internal status shall not apply except as provided pursuant to 3 below.

3. At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the Collective Agreement following severance, except that internal status will apply for the six months following.

4. Projects for which these employees may be hired shall be as mutually agreed by the Principals, or their designates, within five workdays of request, where possible, but no later than 10 workdays.

MEMORANDUM OF UNDERSTANDING 8  
Re: Temporary Market Adjustments

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the Collective Agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

Temporary market adjustment(s) subject to this Memorandum are guided by the following:

1. Positions identified to receive a TMA may include specialized and/or unique positions that are not part of a larger generic group; or the recruitment challenge can be directly linked to the geographic location of the work.

2. The TMA is not considered as base pay, but is pensionable.

3. An eligible employee in receipt of salary protection pursuant to Clause 27.7 will have the TMA reduced by the corresponding amount of salary protection.

4. Except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a TMA will continue to receive the TMA should it be discontinued pursuant to 5 below so long as they remain in the position and the principal duties of the position remain unchanged.

5. Any temporary market adjustment is subject to mutual agreement between the bargaining Principals for the term of the Collective Agreement except that the Employer may terminate the payment of any TMA with 60 days' notice to the Union. Except as provided in 4 above, payment of the TMA will cease on the expiry or termination date.

This Memorandum supersedes and nullifies any former agreement(s) respecting the matter of temporary market or wage adjustments.

The parties agree to temporary market adjustments as per the table below to expire in accordance with 5 above.
MEMORANDUM OF UNDERSTANDING 9
Re: Union/Management Joint Training

In keeping with the intent of building constructive union-management relations the parties agree to jointly participate in training programs that develop an:

- appreciation of the other party’s rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

Members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

The Parties agree to renew MOU 10.

MEMORANDUM OF UNDERSTANDING 11
Re: Gainsharing

The parties acknowledge that suggestions for gainsharing improvements may arise or be negotiated at any time during the life of this Agreement to provide additional (one-time or ongoing) payments. Where such initiatives are identified, the bargaining Principals will meet to review the proposal and consider whether it should be included within the scope of this Memorandum.

The parties agree to not terminate gainsharing for the life of the agreement.

MEMORANDUM OF UNDERSTANDING
Re: Seniority for Promotion of Auxiliary Employees within a Seniority Unit

An auxiliary employee who accepts work in a position with a higher classification within the same classification series in the same geographic location and seniority unit will retain their accrued seniority hours worked in the junior classification, and have seniority accrued at the higher classification recognized for the purpose of layoff and recall to the junior classification as long as recall rights are maintained. This cumulative time is not eligible to be used toward recall to a higher classification or toward meeting conversion criteria.

Upon relocation, an auxiliary employee moving to a new auxiliary position in a different location will not have their seniority transferred for the purposes of recall in the new location, except as provided by Clause 31.3(b).

This MOU becomes effective the date of ratification, and has no retroactive application.
LETTER OF UNDERSTANDING

Intern Rate for Entry Level Positions

The parties agree that for all new external hires at grid level 11 and below, an intern rate shall be in effect for a period equivalent to six month’s employment (913 hours).

Employees hired into positions at grid 6, 7, 9 and 11 shall be assigned for pay purposes only, at step one of the pay band equivalent to two grids lower on the salary scale.

At the end of the equivalent of six month’s employment, employees on an intern wage shall move to step one of the applicable grid into which they were hired.
SIGNON BEHALF OF THE UNION:

Ron Ek
Committee

Tristan Robbins
Committee

Ginny Acheson
Committee

Mike Eso
Staff Representative - Negotiations

SIGNON BEHALF OF THE EMPLOYER:

Tim Yesaki
VP, Operations Division

Adrian Clarke
VP, Science Division

Ken Scheer
Manager, Kootenay Trout Hatchery

Tammy Longbottom
Director, Human Resources

Dated this ______ day of _______________, 2013.