

**Compensation Employees' Union
Ratification Package for a Tentative Agreement
Proposed Renewal Agreement
January 1, 2009 to March 31, 2012**

This document describes the proposed contract changes arising out of the last round of bargaining. A tentative agreement was reached on Friday, December 5, 2008. There are two sections to this document. The first section illustrates the changes to the Collective Agreement in bullet form, and the second section shows the specific details of the new contract language.

During the week of December 15 – 19, 2008, the bargaining committee will be meeting with the membership to outline the proposed changes. At the conclusion of those meetings, members will vote to accept or reject these proposed changes to the Collective Agreement.

Section 1

1. Duration of Collective Agreement

- **January 1, 2009 to March 31, 2012**
- **Employment Security (Workforce Transition) extending to December 31, 2012**

2. Benefit Improvements Effective January 1, 2009

- **De-link physiotherapy/massage therapy so both are \$500.00 each per year**
- **De-link Chiropractor/ Naturopath so both are \$500.00 each per year**
- **Add white filling to Dental**
- **Increase Corrective Lenses to \$400.00 plus changed to allow this amount to be applied towards laser eye surgery**
- **Include PSA testing**

3. Mileage

- **January 1, 2009 \$.51 per kilometer**
- **January 1, 2010 \$.52 per kilometer**

4. Per Diems

- April 1, 2009 Breakfast \$12.50 Lunch \$14.50
- **April 1, 2010 Breakfast \$13.00 Lunch \$15.00**
- **April 1, 2011 Breakfast \$13.50 Lunch \$15.50**
- **Child Care costs increased to \$60.00 per day and ability to look at additional money if there is financial hardship**

5. Moving Expenses

- **January 1, 2009 \$7,000.00 increased to \$9,000.00 for real estate costs**
- **January 1, 2009 \$800.00 increased to \$1200.00 for moving expenses**
- **January 1, 2009 \$9,000.00 increased to \$12,000.00 maximum for lateral transfers**
- **January 1, 2009 \$1200.00 increased to \$2,000.00 for moving from a voluntary demotion**

6. Wage Re-openers

- **Total compensation re-openers April 1, 2010 and April 1, 2011 with binding arbitration**
- **Bonus subject to other unions achieving one for bargaining early**
- **Potential Gainsharing Opportunities**

7. Employee Wellness Program Enhancement

- **Employees will be eligible for a one-time \$500.00 wellness enhancement payment for 2008**

8. R-type Employees and Pre-retirement Program

- **A new type of employee who is on pension and wants to come back to work in key periods**

- **A new program that allows employees to reduce their work time as they move towards retirement**

9. Other Substantive Changes

- **Leave with pay to appeal LTD claims**
- **Seniority for employees on LTD**
- **Right to return to your own job from LTD increased from 26 weeks to 24 months**
- **Seniority after 4 months for all permanent employees**
- **Standby and non standby call-outs now treated the same**
- **Payments for call-outs when employees don't leave their home**
- **Potential for working part time in lieu of taking full time Care and Nurturing or Compassionate Care leave**
- **Addition of great-grandparent, step-child, step-parent, step-sibling in Serious Illness and Bereavement Leave**
- **Per diems are payable unless meals are an inclusive cost incurred by the employer and there are no other option available**
- **Agreement to look at Career Progression models and strategies**
- **New Committee to deal with Mental Health issues in the workplace**
- **Resolved anomaly under Article 61**

10. Housekeeping Changes

- **Clarify that only laterals are restricted under Clause 17.06 in pre-posting placement**
- **Confirm right to re-apply if job is re-posted after 75 days**
- **Vacation rate increased to 8% for temporary employees after 9100 hours**
- **Incorporate LOU B25 into Article 20**
- **Confirm no restriction for temporary employees applying for permanent positions**

- **Confirm rights to Compassionate Care leave**
- **Incorporate LOU B19 into Article 36**
- **Confirm agreement that sub benefits under Article 37 increase with pay increases**
- **Confirm employer's practice related to what is not covered under real estate costs**
- **Incorporate LOU B20 and B23 into Article 70 and Schedule "F"**
- **Incorporate LOU B17 into Article 72**
- **Add benefits previously agreed to in Appendix "A"**

11. Schedule "D" Red Circling

- **The union agreed to revert back to the original intent of Red Circling for any employee Red Circled after January 1, 2009. Any current Red Circled employees will continue under the definition currently used.**

Section 2

Proposed language changes are in bold and each section has a box containing an explanation of the change.

1. Article 13 – Leave of Absence for Union Business

13.02 Union Leave With Pay

Provided advance notice is given, leave of absence with salary and without loss of seniority or benefits will be granted:

- (a) for Union Representatives to perform duties pursuant to Clause 12.04;
- (b) to employees called to appear as witnesses during a Grievance Hearing or before an Arbitration Board, pursuant to Article 68;
- (c) to an employee who is appealing his/her own WCB claim, and is required to appear as a witness before a Review Division or Workers' Compensation Appeal Tribunal (WCAT) panel;
- (d) to an employee who is appealing his/her own LTD claim pursuant to Clause 22.03 and who is required to appear before the Review Committee during a regularly scheduled work day;**
- (e) to Union Representatives to attend meetings with management;
- (f) to one (1) employee in each classification which is the subject of a classification dispute under Article 16 for the purpose of appearing as a witness at the hearing; or
- (g) to Union Representatives appointed to joint boards or committees established by the Board, including an employee acting as Union Observer on a selection panel pursuant to Clause 17.08.
 - (i) The Parties agree that the Board's financial contribution for the Union Observer is limited to ten thousand dollars (\$10,000) per contract year.

Improvement to allow employees appealing their LTD claim to have time off with pay.

2. Article 15 – Pre-Posting Placements and Posting of Positions

15.01 Pre-posting Placements

- (a) Provided there are no re-appointments and/or relocations under Article 70, when the Board decides to fill a vacancy for a permanent position, such vacancy will be offered to employees by seniority in the following order:
 - (i) To those employees awaiting placement in return-to-work or rehabilitation employment, as approved by the Rehabilitation Committee under Article 22.
 - (ii) To those employees whose special transfer request has been approved by the Parties.
 - (iii) To any employee requiring placement in an alternate position pursuant to Clause 23.06.
 - (iv) To any employee incumbent to the classification and work location who has requested a status transfer.
See also LOU B13 #5, #6, #7 —
“S” Type Employees and Status Transfers
- (v) To any employee seeking a change in permanent assignment in the classification pursuant to Article 51.**
- (vi) To any employee incumbent to the classification in another work location who has requested a lateral transfer. Appointments will be made from the appropriate lateral transfer list, which will be maintained on the electronic system.
See also LOU B12 — Definition of Incumbency

Clarification of the language to confirm there is a hierarchy in the current pre-posting process. Clause 15.09 also changes the name of the Memorandum of Agreement to Workforce Transition.

3. Article 17 – Filling Posted Vacancies

17.06 Minimum Period in New Position

- (a) Upon the acceptance of a posted position or **lateral transfer appointment** under Clause 15.01, the successful applicant(s) will be precluded from applying for new posted positions **or lateral transfer under Clause 15.01** in the following manner:
 - (i) Employees in pay groups 1 to 10 (effective April 1, 2007: pay groups 1 to 2) are precluded from applying for posted positions for a period of six (6) calendar months from the date of accepting a position but will be eligible to apply for posted positions where permission to apply has been granted by the director of their current department.
 - (ii) Effective April 1, 2007, employees in pay group 3 with a maximum of 186 points under the job evaluation plan will be subject to the provisions in (i) above; employees in pay group 3 with a minimum of 187 points under the job evaluation plan will be subject to the provisions in (iii) below.
 - (iii) Employees in pay groups 11 to 25 (effective April 1, 2007: pay groups 4 to 11) are precluded from applying for posted positions for a period of fifteen (15) calendar months from the date of accepting a position but will be eligible to apply for posted positions where permission to apply has been granted by the director of their current department.
- (b) Upon the commencement of the restriction period, the successful candidate has forty-eight (48) hours to elect one active application to retain, and all other applications will be null and void.
- (c) Employees will be granted a waiver to apply for a position within their current department and work location, subject to bona fide operational requirements.
- (d) When a permanent employee accepts a posted temporary assignment, s/he is restricted under Clause 17.06(a). Where the employee has an opportunity to apply for a permanent promotion, permission to apply on the posted permanent position will be granted by the Director on request unless operational requirements deem it necessary for the employee to remain in his/her current position. In those circumstances;**

- (i) The parties will meet to discuss possible creative solutions to the matter. If a solution cannot be reached, then;
- (ii) The employer maintains its right to deny permission to apply for the posted position. The CEU retains the right to grieve the decision if it determines there are not reasonable bona fide operational reasons for denying the request.

17.11 An employee who withdraws his/her application on a posted competition is entitled to submit a new application on a re-posting of the same competition. This does not apply to an extension of the same competition. The Board's testing policy continues to apply in these cases.

17.06 (a) Only laterals are restricted under 17.06. Other pre-posting placements are not.

17.06 (d) Waivers will be granted for permanent promotions from temporary postings. If a waiver can't be granted for operational reasons the parties will meet and try and reach a decision.

17.11 If the processing of a posting goes beyond the 75 days and has to be reposted, employees who withdrew from the initial posting can re-apply.

4. Article 20 – Temporary and Permanent Part-Time Employees

20.06 Temporary Employees — More Than 1,820 Hours

- (a) A temporary employee, other than a Student Temporary Employee, who has worked for the Board for more than 1,820 hours, without a break in service, will be enrolled in all of the Board's Health and Welfare plans.
- (b) In lieu of continuing to receive the supplementary allowance and vacation pay described in Clause 20.05, such an employee will:
 - (i) participate in the Superannuation Plan, subject to the eligibility requirements of the Plan,
 - (ii) be entitled to three (3) weeks of unpaid vacation leave, and vacation pay at the rate of six percent (6%) of his or her gross earnings which will be banked for withdrawal in respect of periods of unpaid vacation leave and paid-out at the end of each calendar year,
 - (iii) participate in the basic medical, extended health care and dental plans at the beginning of the month following the month during which a person completes 1,820 hours,
 - (iv) participate in the group life and accidental death and dismemberment plans, with an insured amount equal to three times the employee's annual salary during the current pay period adjusted to the next highest one thousand dollars (\$1,000), with a minimum coverage for any employee of not less than thirty-eight thousand dollars (\$38,000),
 - (v) receive all rights and benefits, and paid and unpaid leaves provided under the Collective Agreement. The provisions of the following articles and/or clauses will apply in full (in addition to those already listed in Clause 20.05): 14, 16, 23, 24, 38, 39, 40.02, 46, 54, 57, 58, 59.02, 59.03, 65, 66, 68; and 37, 41, 43, 44, 45, 46 (for duration of leave).
The provisions of the following articles and/or clauses will be prorated according to the relationship between the actual number of hours paid during the previous calendar year and 1,885 hours: 22, 33, 34, 59.01; and 37, 41, 43, 44, 45 (for benefit paid during leave).
- (c) **A temporary employee who has worked for the Board for more than 9,100 hours, without a break in service, will be entitled to four (4) weeks of unpaid vacation leave and vacation pay at the rate of eight percent (8%) of his or her gross earnings which will be banked for withdrawal in respect of periods of unpaid vacation leave and/or paid out at the end of each calendar year.**

20.07 Break in Service for Temporary Employees

A "break in service" occurs when there is an employee-initiated absence from work other than a Board approved leave of absence, a layoff of more than twelve (12) months in duration, a discharge for cause or a release.

20.08 Step Increments for Temporary Employees

- (a) Temporary employees will be entitled to an increment at the completion of each 1,820 hours of work provided there has not been a break in service

~~Effective 1 April 2006, any temporary employee who has 7,280 hours or more will be placed on the appropriate step.~~

- (b) **When a temporary employee is successful in posting into a temporary position in a higher paygroup, and there has been no break in service, the step increment will be adjusted to the date the employee begins to receive the salary for the new classification. The principles of Clause 36.05 will be applied to the calculation of the increment placement.**
- (c) **At the conclusion of the assignment in the temporary posted position, and if there has been no break in service, should the employee be reassigned to a new temporary position under Article 20, s/he will be placed at the appropriate step based on total hours worked pursuant to Sub-clause 20.08(a).**

20.09 New Position Start Dates for Temporary Employees

- (a) When a temporary employee is successful in obtaining permanent employment at the Board, and there has been no break in service, **the New Position Start Date will be the date the employee begins to receive the salary for the new classification. The principles of clause 36.05 will be applied to the calculation of the increment placement.** ~~the employee's New Position Start Date, and the calculation of the increment placement, will be calculated to include all hours worked at the Board by the temporary employee since 1 January 1991.~~

20.06 (c) Provides a temporary employee with an increase in percentage pay for vacation based on seniority.

20.08 (b) (c) and 20.09 (a) Apply Clause 36.05 provisions to temporary employees in postings so they are treated the same as permanent employees. LOU B 25 was brought into the agreement. The intent of the LOU language remains the same.

5. Article 22 – Long-Term Disability

22.01 An employee who is totally disabled from work by reason of sickness or injury and who has exhausted any compensatory time off and all sick leave entitlement under Clause 34.02, upon application will be paid an allowance of seventy-five percent (75%) of the first (1st) ~~\$4,928.55~~ **\$2,022.62** biweekly and sixty-six and two-thirds percent (66²/₃%) of the remainder of the regular salary in effect on the day the employee last worked for the Board, less any time loss benefits received under the *Workers Compensation Act* and benefits received under the Canada Pension Plan, subject to the following conditions:

22.03 Where a question arises between the Parties to this Agreement as to whether or not an employee is totally disabled, that question will be referred to a Review Committee within thirty (30) calendar days of allowance being denied by the Board. **The Parties may agree to use a third party provider to make these arrangements.** The Review Committee will be composed of three medical doctors; one designated by the Board, one designated by the Union, and a third selected by the designates of the Board and the Union. No doctor will be selected who has treated the employee or has acted as a consultant in the treatment of the employee. The Review Committee will examine the employee and subsequently render a decision within sixty (60) calendar days as to whether or not the employee is totally disabled within the meaning of Sub-clause 22.01(a). The majority decision of this Review Committee will be binding upon all concerned. The Parties will bear the expenses of their own designate and will equally share the expenses of the third doctor selected. Where there is not a majority decision on the part of any Review Committee, a new committee will be established by the Board and the Union in accordance with the procedures of this Clause.

During the period pending a decision, an employee will continue to be covered by group life, extended health, dental and medical plans and can elect to continue to receive the LTD allowance. Where the result of the review denies LTD, the Board will be entitled to recover the allowance overpayment.

22.10 **The employee will continue to accumulate seniority for all periods during which s/he is in receipt of long-term disability benefits. Wage-based benefits such as increments, severance, vacation entitlement and termination allowance will accumulate only** for the first twenty-six (26) weeks that an employee is in receipt of long-term disability allowance ~~the employee will continue to accumulate seniority and all benefits accrued through length of service.~~

However, these entitlements will apply only if, and when, the employee returns to active employment with the Board for a period of not less than one (1) calendar month. The benefits of this provision may not be claimed more than once in any five (5) year period.

22.12 ~~An employee will lose the right to return to any specific job where a long-term disability allowance exceeds twenty-six (26) weeks.~~ **The employee in receipt of long-term disability benefits has the right to return to his/her position until such time as the Board confirms, through formal adjudication, that the employee is unlikely to ever return to his/her pre-disability position, or pursuant to Clause 22.01(a), whichever comes first.** The Board will have authority to assign the employee, should the employee recover from disability, to any position the Rehabilitation Committee deems to be within the employee's competence, pursuant to the salary provisions of Clause 22.04. Where applicable Article 54 will apply.

22.01 Increases the money an employee on LTD will receive; reflects the wage increases over the term of the last agreement.

22.02 Agreement to use a third party provider as the Review committee.

22.10 Employees on LTD will now accumulate seniority except for wage based benefits.

22.12 Employees on LTD will have the right to go back to their position unless it is formally adjudicated that they cannot or 24 months has elapsed since they left work.

6. Article 25 – Probationary Periods

25.03 A probationary employee will not accrue permanent seniority until the successful completion of **four (4) calendar months** ~~the probationary period~~, at which time s/he will be credited with seniority from his/her date of hire.

Changed so all permanent employees get seniority at the same time. Previously it was linked to length of the probationary period.

7. Article 26 – Hours of Work and Overtime

26.04 ~~Non-standby~~ Call-outs

- (a) Where an employee who is not on duty ~~or on standby~~ is called out to work **and is required to leave his/her residence**, and where the remuneration otherwise payable as a result of the call-out would amount to less than four (4) hours' pay at regular, straight-time rates the employee will receive four (4) hours' pay at regular straight-time rates. **If an employee leaves the home when it's not necessary, the minimum payment under this sub-clause will not be paid.**
- (b) Where an employee is called out to work, the employee will, if authorized to use his or her own vehicle on Board business, be reimbursed mileage expenses as per Sub-clause 48.01(e) or (f), and time spent travelling directly to and from work will be regarded as time worked.
- (c) **Any phone or other communication at home which is trivial in nature, i.e. five (5) minutes or less will not be paid.**
- (d) **Any call-out work which is performed at home that is not trivial in nature, i.e. more than five (5) minutes and up to one (1) hour will be paid in fifteen (15) minute increments.**
- (e) **Any call-out work which is performed at home that is beyond one (1) hour will be subject to the four (4) hour minimum in (a) above.**

26.04 (a) This ensures when an employee is called out and they leave their home they get the minimum 4 hours pay. It doesn't matter whether you are on standby or called out under 26.05.

26.04 (c) (d) (e) This defines how call out work is paid when the employee doesn't leave home to complete the call out work.

8. Article 35 – Leave of Absence and Special Absenteeism

35.11 Compassionate Care Leave

An employee may request compassionate care leave pursuant to the provisions of the *BC Employment Standards Act* and the Memorandum of Understanding regarding Compassionate Care Leave signed on December 14, 2006.

The language confirms that an employee has a right to take Compassionate Care Leave.

9. New LOU on Temporary Work During Article 35.09 Leave or Compassionate Care Leave

During the term of this Collective Agreement, the Parties will explore the possibility of temporary part-time work arrangements in lieu of taking a full-time care and nurturing leave pursuant to Article 35.09 or a full-time compassionate care leave pursuant to the provisions of the *BC Employment Standards Act*.

This may include a pilot project to test the feasibility of these arrangements within the organization.

This allows the parties to explore the possibility of temporary part time arrangements instead of employees having to take full time Care and Nurturing or Compassionate Care Leave.

10. Article 36 – Salaries and Wages

36.09 Salaries and Wages –Temporary Assignments

- (a) For the purposes of Clause 36.03, “the new classification” also includes an employee’s placement in a classification that is a temporary assignment that exceeds or is anticipated to exceed one (1) calendar month of consecutive time. Upon resuming their permanent classification, the employee’s increment is based on the anniversary date of the employee’s placement in the salary grouping of their permanent classification.
- (b) Clause 36.05 (d) remains applicable only to moves from one permanent classification to another. It is not expanded to include moves to a temporary assignment.
- (c) The increment date for an employee in a temporary assignment will be based on the date s/he begins to receive the rate of pay of the temporary position.
- (d) For the purposes of Clause 36.05, where an employee has been placed into a temporary assignment that exceeds one (1) calendar month of consecutive time and is in the temporary position at the time of accepting a promotional offer, the temporary assignment will be used to determine the step placement in the new position. Otherwise, the employee’s permanent position will be used to determine the step placement.
- (e) For the purposes of Clause 36.06, where an employee transfers to a position of the same grouping they will retain their increment date. “The same grouping” also includes an employee’s placement in a classification that is a temporary assignment that exceeds or is anticipated to exceed one (1) calendar month of consecutive time.

Defines how Clause 36 applies to employees in temporary assignments. This was LOU B 19 and now it is incorporated into the Agreement. The intent of the LOU language hasn't changed.

11. Article 37 – Maternity, Parental and Adoption Leave

37.05 Supplementary Employment Benefits

The Board will supplement Employment Insurance Benefits received by an employee during the leave to a maximum of seventy-five percent (75%) of regular salary as follows:

- (a) For leaves granted pursuant to Clause 37.01 to a maximum of seventeen (17) weeks.
- (b) For leaves granted pursuant to Clause 37.02 to a maximum of thirteen (13) weeks.
- (c) For leaves granted pursuant to Clause 37.03 to a maximum of thirty (30) weeks.

If the regular salary of an employee in his/her permanent classification increases while the employee is on leave under this Article, the supplementary employment benefit will increase accordingly. This increase is limited to general increases, step increments, and/or increases made due to job evaluation.

This provides increases in the supplementary benefits when there are general wage increases, increment increases or job evaluation increases. This agreement brings a memorandum of settlement (MOS) into the Collective Agreement. The intent of the MOS hasn't changed.

12. Article 43 – Medical and Dental Treatment

43.01 Employees in areas where adequate medical and dental facilities are not available will be allowed reasonable time off **with pay** for required travel and treatment up to a maximum of three (3) working days in a calendar year to receive medical and dental care at the nearest medical centre for the **employee, the employee's spouse, dependent child or a dependent parent** permanently residing in the employee's household or with whom the employee permanently resides. The Board may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

This new wording clarifies that the employee time off is with pay.

13. Article 44 – Serious Illness in Family

44.01 In the case of a serious illness of a close relative including mother, father, spouse, common-law spouse, son, daughter, brother, sister, grandparent, **great-grandparent** or equivalent in-law, **step-child, step-parent, step-sibling**, any other person who has acted in loco parentis or any other relative living under the same roof, an employee will be allowed time off with pay for any necessary period not exceeding two (2) working days.

Family members have been added to this Clause.

14. Article 45 – Bereavement Leave

45.01 An employee will be allowed time off with pay for any necessary period of absence not exceeding five (5) working days occasioned by the death of a close relative. The period of absence will not normally exceed three (3) working days unless the employee is obliged to leave the locality where s/he resides. The term "close relative" is defined as mother, mother-in-law, father, father-in-law, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, **step-child, step-parent, step-sibling**, grandparent, grandparent-in-law, grandchild, step-grandchild, **great-grandparent**, any other person who has acted in loco parentis or any other relative who has been living under the same roof as the employee.

Family members have been added to this Clause.

15. Article 46 – Armed Forces Reserve

46.01 Written application for leave under this Article must be submitted thirty (30) calendar days in advance of such leave.

46.02 An employee who is a member of the Armed Forces Reserve may be granted leave of absence without pay for not more than ten (10) working days per year to attend training camps.

46.03 The provisions of the B.C. Employment Standards Act, s52.2 also apply.

Additional time away from work is permitted for Armed Force duties as defined in the BC Employment Standards Act.

16. Article 48 – Cars

48.01 Personal Vehicles

- (a) Where an employee regularly requires a vehicle to perform assigned duties and where the annual mileage driven is less than 12,500 kilometres, the employee may elect to drive a personal car, truck or van subject to payment of the allowance provided in Sub-clause 48.01(f).
- (b) Employees on temporary assignments are entitled to, and employees on temporary postings may be entitled to, the differences in time and mileage in respect of any additional times and distances involved in travelling between their residences and temporary work locations when they use their personal vehicles for that travel.
- (c) "Temporary work locations" are defined as Board facilities outside a five (5) kilometre radius of the largest Board facility in the employee's permanent work location.
- (d) Employees are entitled to mileage and time in respect of travelling between their residence and temporary non-Board facilities.
- (e) An employee using the employee's own vehicle on Board business will receive a five dollar (\$5.00) a day payment or payment for actual distance travelled at the rate stipulated in Sub-clause 48.01(f), whichever is greater.
- (f) Where an employee is authorized to use the employee's own car on Board business an allowance will be paid for all distances so travelled to cover all car operating expenses regardless of the number of passengers carried, as follows:

~~Effective April 1, 2006: 47¢ per kilometre~~
~~Effective April 1, 2007: 48¢ per kilometre~~
~~Effective April 1, 2008: 49¢ per kilometre~~
Effective January 1, 2009: 51¢ per kilometre
Effective January 1, 2010: 52¢ per kilometre

Increases to the mileage amount; going higher than 52¢ could put this into a taxable benefit. The Canada Revenue Agency sets the taxation rules. In 2008 52¢ per kilometre is taxable. We don't know what the taxation rules will be for 2009.

17. Article 52 – Travelling Expenses

52.02 An employee engaged in duties requiring travelling away from the employee's place of residence, will be allowed actual costs of lodgings and reasonable incidentals supported by receipts and a per diem rate for meals based on the total for breakfast, lunch and dinner pursuant to Sub-clause 52.02(a).

- (a) Where fewer than three meals are required in a day, the allowance will be:

	Breakfast	Lunch	Dinner
Effective date of ratification:	\$11.00	\$13.00	\$24.00
Effective April 1, 2007:	\$11.50	\$13.50	\$24.50
Effective April 1, 2008:	\$12.00	\$14.00	\$25.00
Effective April 1, 2009:	\$12.50	\$14.50	\$25.50
Effective April 1, 2010:	\$13.00	\$15.00	\$25.50

Effective April 1, 2011: \$13.50 \$15.50 \$25.50

52.03 Where an employee is requested or required, by the Board, to attend courses or conferences requiring travelling away from the employee's work location, the employee will be reimbursed for the costs of child care over and above the costs associated with such care normally incurred by the employee to a maximum of ~~forty-sixty~~ dollars **(60.00)** ~~(\$50.00)~~ per day upon production of a receipt.

Clause 52.03 Letter – Childcare Expenses

Further to our discussions, the parties acknowledge that there are some classifications at the WCB that require extensive training where the courses can only be offered in the Richmond work location.

The parties agree that should the situation arise where the employee requires further assistance due to financial hardship, they will meet to discuss whether additional costs above Clause 52.03 would be payable. It is understood that prior to approaching the employer for assistance in this regard, the employee should exhaust all possible assistance that may be available in their community.

52.11 The following applies to meal allowances:

- (a) Where an employee, who would normally be eligible for a meal allowance pursuant to Clause 52.02, is provided with and accepts a meal offered by the employer the allowance will be deemed waived.
 - (i) In these circumstances, the Board will advise the employee that a meal will be provided including a description of the meal. If the employee wishes to decline the meal and be paid a per diem pursuant to Clause 52.02, the employee must provide two working days' notice to his/her manager.
- (b) Where the employer is required to pay for a meal(s) as an inclusive cost related to an employee's travel, and no other options are available to the employer, a per diem will not be paid except where the employee can demonstrate legitimate reasons why that meal is not acceptable and he/she chooses not to take the meal.

52.02 Additional per diems for breakfast and lunch.

52.03 Increase in the amount that can be claimed for child care. A letter agreeing the parties will meet and discuss and try to resolve hardship issues arising when an employee has to be out of town for long training periods.

52.11 Defines that an employee can choose between an employer paid meal or a per diem. The only exception is if the employer has no other option. For example, a conference where the cost includes meals; if there is no extra cost to the employer a per diem can be claimed whether a meal is provided or not.

18. Article 54 – Moving Expenses

54.01 Where an employee moves beyond a radius of forty (40) kilometres from the employee's present work location as the result of a successful application for a promotion or as the result of a relocation pursuant to Article 70 or **Schedule F**, the Board will pay the cost of:

- (a) moving all furniture and personal belongings of the employee and his/her family to the new residence;
- (b) transportation and interim accommodation for the employee and his/her family for a period not exceeding one (1) month;
- (c) where the employee is selling a home, the actual expenses incurred to a maximum sum of ~~nine seven~~ thousand dollars **(\$9,000.00)** ~~(\$7,000.00)~~ for legal/**notary fees** and real estate costs associated with the sale of that home and its replacement, payable upon submission of vouchers;
- (d) where the employee is moving a household, a moving allowance of ~~one thousand two eight~~ hundred dollars **(\$1200.00)** ~~(\$800.00)~~ to cover personal costs involved in the move, e.g., costs for draperies and rugs, electrical hook-ups, etc.

54.02 Where an employee is moving as a result of a lateral transfer, as a result of a successful application to a position of the same salary as the employee's present position, or as a result of the application of Article 70 or Article 24, the maximum total amount of the moving costs paid by the Board will not exceed ~~twelve nine~~ thousand dollars **(\$12,000.00)** ~~(\$9,000.00)~~ inclusive of Sub-clauses 54.01(a), (b), (c) and (d).

54.03 Where an employee is moving as a result of voluntary demotion, the total amount of costs to be paid by the Board will not exceed ~~two one~~ thousand ~~two hundred~~ dollars **(\$2,000.00)** ~~(\$1,200.00)~~.

Letter clarifying what is not an acceptable expense related to relocation.

The parties agree that the following expenses are not eligible under Article 54 and the Relocation Policy, as outlined in the Moving Procedures and Guidelines.

- **Property Purchase Tax**
- **Home appraisals**
- **Home inspections**
- **Costs related to early termination of mortgages**
- **Costs related to early termination of lease/rental property**

Increases for all of the moving expense amounts; the letter clarifies the employer's policy regarding acceptable claims. It has been provided to our members for a number of years.

19. Article 61 – Premium for Evening and Night Work

61.01 When the major portion of an employee's regularly scheduled hours of work falls between 16:00 and 24:00 hours, the employee will receive a premium of:
\$1.00 per hour for each hour worked of the total shift.

61.02 When the major portion of an employee's regularly scheduled hours of work falls between 00:01 and 08:00 hours, the employee will receive a premium of:
\$1.20 per hour for each hour worked of the total shift.

61.03 When an employee's regularly scheduled hours of work end ~~between at~~ **19:00 and 20:00** hours, the employee will receive a premium of:
80¢ per hour for each hour worked of the total shift.

61.04 For employees on permanent afternoon or night shifts, shift premiums will continue to be paid during all paid leaves.

Resolves an anomaly in the Collective Agreement where no shift premium was payable for the hour between 1900 and 2000 hours.

20. Article 63 – Payment on Retirement or Termination

63.02 An employee who ~~retires will retire because of reaching the mandatory retirement age or because of voluntarily retiring in accordance with the early retirement provisions of the Workers' Compensation Board Superannuation Fund,~~ may elect to receive entitlement to payment on retirement and/or entitlement to sick leave cash payout in equivalent value as time. Once such election has been made by an employee, it may not subsequently be rescinded. The time calculation will be based on the regular salary of the employee in effect on the last day the employee works for the Board. During the period between the last day of work and the date established for official retirement the Board will continue MSP, Pacific Blue Cross, group life insurance, dental coverage and Superannuation contributions subject to the employee paying the usual share of costs borne by employees, but in all other respects the employee will be considered to be retired.

Removes the mandatory retirement language; makes the Collective Agreement consistent with any applicable legislation.

21. Article 70 – Reorganization

For the period ~~April 1, 2006 to December 31, 2010~~, this Article is superseded by the [Memorandum of Agreement - Employment Security Workforce Transition](#) dated ~~March 25, 2006~~.

70.11 Salary Determination — Demotions in Redundancy Process

~~The Parties agree to the following process with respect to determining salary upon demotions resulting from the redundancy process:~~

- (a) This agreement applies only to employees who secure a permanent position through the redundancy process and that the position secured results in a demotion.
- (b) For every decrease in pay group, the employee's step increment will increase by one (to a maximum of step 6).
- (c) Employees will retain the same step increment date they had in the position from which they were declared redundant.
- (d) If employees are demoted to the same or lower pay group as the permanent position they held immediately prior to the position they were declared redundant from, the date used for the purpose of calculating special increment eligibility will be adjusted to reflect the date as if they had never left that previous position.

70.12 Salary Determination upon Promotion Subsequent to Being Demoted through Redundancy Process

~~The parties agree to the following with respect to determining salary for individuals who are demoted through the redundancy process, red circled, then subsequently promoted into a position of a higher pay grouping than their original redundant position.~~

An employee who:

- (a) was in a position that was declared redundant; and,
- (b) through the redundancy process was placed in a position of a lower pay-grouping and had his/her salary red-circled; and,
- (c) subsequently becomes successful in a position that is a promotion from his/her original redundant position; and,
- (d) where the step placement in that new position does not result in an increase in pay from his/her red-circled rate;

Will be placed at the next step in the new salary range that produces a pay increase.

All other agreements with respect to salary determination for redundant employees still apply.

Housekeeping changes adding LOU B20 and B23 into the Article & changes the name of Schedule "F" to Workforce Transition. The interpretation of the language remains the same.

22. Article 72 – Job Sharing

72.06 Post Trial – Leaves

In the event one job share partner goes on leave, then:

- (a) The other job share partner(s) will be given the option of voluntarily filling the position for the duration of the leave on a full time basis with commensurate status and benefits.
- (b) If the other partner(s) do not wish to fill the position through (a), then the position will be filled on a temporary basis through:
 - (i) the manager will issue a written temporary opportunity to employees within the classification, department, and work location, or;
 - (ii) the manager will issue a written temporary opportunity within the classification, division, and work location, or;
 - (iii) Article 18.
- (c) If no one is found through (b) then, with thirty (30) calendar days' notice, the other partner(s) to the job share position will be required to fill the position on a full time basis with commensurate status and benefits.

(d) Any position vacated through (b) shall be filled as per the Collective Agreement.

72.07 Post Trial – Status Transfer Rights

- (a) A post trial job share employee will be treated like a part-time employee for the purposes of a status transfer under Clause 15.01(iv) and Letter of Understanding B13, point 7.
- (b) In addition to the events listed in Clause 72.05(a), a post-trial job sharing arrangement may also be terminated if one of the partners is successful in securing a position through a status transfer request.
- (c) If a permanent job sharing arrangement is terminated in the manner described above, the remaining full-time position(s) created will revert to the remaining partner(s), if any, on the basis of seniority.

LOU B17 was incorporated into this Article and the interpretation remains the same.

23. Article 73 – Work at Home

73.01 As per LOU B27, the parties have agreed that there will be a work at home pilot in the ISD Division from July 28, 2008 to July 27, 2009 to assess the practicality of the terms and conditions applicable to those employees who may carry out regularly assigned duties at home.

~~The Parties will negotiate a letter of understanding to be implemented on April 1, 2007 outlining the terms and conditions applicable to those employees who may carry out regularly assigned duties at home. The Report, dated November 1993, entitled Tele-Work Issues will form the basis of these negotiations.~~

73.02 At the end of the pilot, WorkSafeBC will decide whether there will be any work at home arrangements.

- (a) If not, (i.e. if WorkSafeBC decides that it does not want any work at home arrangements), then all such work must cease immediately, including the exceptions listed in Clause 73.03, but excluding any form of work addressed by terms of the collective agreement, including but not limited to: call-outs (Clause 26.04) and standby (Article 30).
- (b) If yes, (i.e. if WorkSafeBC decides that it does want to have work at home arrangements), then WorkSafeBC will decide where such work will be permitted, and the parties will negotiate the applicable terms and conditions by November 27, 2009.
- (c) If the parties cannot agree on any of the matters listed in (a) to (b) above, then the matter(s) will be referred to Vince Ready.

~~If the Parties can agree on the terms and conditions as per 73.01, they will be so implemented. If the parties cannot agree, Vince Ready (or alternate agreed to by the Parties) will issue non-binding recommendations to assist the Parties in these negotiations.~~

73.03 ~~During the term of the pilot~~ ~~Prior to negotiating the Letter of Understanding~~ described above, the Board will not request or require that employees work at home nor allow an expansion to the scope of such work beyond that which exists at the present time. At the present time voluntary work at home only involves short-term operational support and/or report transmission functions.

Incorporates all of the changes agreed to between the parties since bargaining 2006.

24. Article 74 – Duration

74.01 This Collective Agreement will be in full force and effect from **1 January 2009** to and including **31 March 2012 (except that the terms of the [Memorandum of Agreement – Workforce Transition](#) will extend to 31 December 2012)** and will continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months

immediately preceding the date of **31 March 2012** or within four (4) months immediately preceding the anniversary in any year thereafter by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new collective agreement.

Adds the new term of the Collective Agreement to March 31, 2012 and job security to December 31, 2012

25. Schedule C – Salaries

Memorandum of Understanding re: Wages

The Board and CEU agree to the following:

1. There will be an increase to all wages in Schedule C as follows:

- ~~April 1, 2006 – 2.66%~~
- ~~April 1, 2007 – 2.65%~~
- ~~April 1, 2008 – 2.17%~~
- April 1, 2009 – 2.16%

~~2. A \$3,700 signing bonus will be paid to all employees employed on the date of ratification, including those on approved leaves of absence.~~

2. **Should the fiscal mandate of the Province of British Columbia establish the payment of a one-time bonus to public sector employees who renew their collective agreement prior to its expiry on March 31, 2010, and should that mandate apply to it, WorkSafeBC will provide an equivalent payment to members covered by this agreement.**

3. **Wage Re-Opener**

This agreement recognizes that there is a total compensation re-opener for the period from April 1, 2010 to March 31, 2011 (the “First Re-Opener”) and April 1, 2011 to March 31, 2012 (the “Second Re-Opener”) including wages under Schedule “C” (“Wages”) and health and welfare benefits under Appendix “A” (“Benefits”). WorkSafeBC is a statutory agency under the Public Sector Employers’ Act and must comply with any fiscal guideline or mandate established for it by the Province of British Columbia and/or the Public Sector Employers’ Council. Any agreement concerning total compensation changes, such as changes to wages or health and welfare benefits reached between the parties, including the distribution and structure of payments, must comply with any such fiscal mandate or guideline established for WorkSafeBC.

Either party may give notice to the other to commence re-opener collective bargaining:

- (a) **in respect of the period from April 1, 2010 to March 31, 2011 (First Re-Opener), no earlier than February 1, 2010; and**
- (b) **in respect of the period from April 1, 2011 to March 31, 2012 (Second Re-Opener), no earlier than February 1, 2011.**

Where the parties are unable to reach agreement on wages and/or benefits for the one year period commencing on April 1, 2010 (First Re-Opener) or the one year period commencing on April 1, 2011 (Second Re-Opener), neither party may conduct a work stoppage of any kind and both parties will be free to refer the outstanding issue to binding arbitration. The parties agree to the appointment of Judi Korbin, or an alternate agreeable to both parties, as arbitrator. Where the parties cannot agree on an alternate, the matter will be referred to the Labour Relations Board for the appointment of an arbitrator. In determining the wages and benefits which will be in effect for the First Re-Opener or the Second Re-Opener, the jurisdiction of the arbitrator will be limited to awarding wage rates or benefits which are consistent with and do not exceed PSEC guidelines or any other government-directed replacement guideline or mandate which may be applicable to WorkSafeBC for the period of the respective Re-Opener.

4. Fiscal Dividend:

4.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

4.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

4.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

This provision sets out some of the challenges regarding wage increases during the wage and benefit re-opener(s) scheduled during the term of the Collective Agreement. The parties will use an arbitrator if they're unable to reach an agreement. Any agreement must also be within the Government's Public Service guidelines. In addition, if the Government establishes a one-time payment for other union(s) the CEU will receive the same bonus.

26. Schedule D – Red-Circling Example Letter

This will clarify the intention of the change to the example in Schedule D.

In the April 1, 2002 Collective Agreement, the red-circling example was changed to reduce the complexity of the example. There was no change to the language in Clause 36.08.

In the April 1, 2006 agreement, it was noted that the reduced example did not provide for an example of an employee receiving the second general increase with no reduction in allowance. The intention of the change was to provide this example. Again, there was no change to Clause 36.08.

WorkSafeBC maintains that the example showing the general increase applied to the allowance was an error. Reference to the examples in previous collective agreements confirms this position.

WorkSafeBC will be applying the intent of the language in Clause 36.08 rather than relying on the incorrect example for instruction.

Please be advised that WorkSafeBC will apply the language for employees who are red-circled on January 1, 2009 or later. Employees red-circled prior to January 1, 2009 will not be impacted.

Confirms the parties are converting back to the intent of the original red circling language and example. All current employees who are Red Circled will not be affected.

27. Schedule F – Workforce Transition

SCHEDULE "F" — MEMORANDUM OF AGREEMENT – ~~EMPLOYMENT SECURITY~~ WORKFORCE TRANSITION

RE: Article 70 – Reorganization

The term of the following Memorandum of Agreement shall be from date of ratification to ~~December 31, 2010~~. On ~~December 31, 2010~~, December 31, 2012. On December 31, 2012 these employment security **workforce transition** provisions will expire and the Parties will revert to the language of Article 70.

Memorandum of Agreement - ~~Employment Security-Workforce Transition~~

No permanent employee will suffer a loss of employment as result of redundancy generated by a technological change, contracting out or reorganization or by any other change or initiative during the term of this collective agreement, other than in accordance with the terms of this agreement.

70.00 Reorganization Committee

- (a) When the employer declares, or intends to declare, redundancies, closures, or partial closures of any part of the operation, which will result in the reduction of employees, the senior principals of the Parties will meet for a period not exceeding fifteen (15) working days for the purpose of identifying suitable placement options, as well as employees who wish to accept severance packages or other options. [See December 10, 2002 Interim Award #3.]
- (b) The Parties will determine the Committee's procedures. It is understood the senior principals may, from time to time, assign working groups to complete the purposes of (a) above.
- (c) Should any employees not be placed in a suitable vacancy option under (a) above, either Party may initiate the provisions of Article 67.

70.01 Redundancy

The Board shall declare positions redundant based on classification, work location and affected department. The junior employee in the classification and work location will be declared redundant and will be given notice of redundancy. The most junior employee in the affected department will then be placed in the vacant position created by the application of this Article.

70.02 Redundancy Process

Employees who are declared redundant will have access to the following options:

- 1. Severance;
- 2. Placement in permanent vacancy;
- 3. Placement in a temporary position while finding a permanent vacancy.

70.03 Severance

- (a) In the event the Board declares a position redundant, the Board will first offer severance as outlined in Sub-clause 70.03(c) to the employee in the redundant position. Should the employee decline it will then be offered in seniority order to employees in the same classification and work location, subject to the Board's reasonable operational requirements to maintain certain senior employees. The amount provided to a volunteer must not provide for a period of time that would be equivalent to extending beyond an employee's normal retirement date. This Clause will not apply to an employee who has already served notice to terminate, by retirement or otherwise.
- (b) At any stage prior to permanent placement, the employee who is declared redundant may elect to terminate with severance pay.
- (c) Such employee(s) will be entitled to severance pay in the amount of fifteen (15) working days of straight time salary for each completed year of service to a maximum of one (1) year's pay.

70.04 Placement in Vacancy

If the redundant employee does not elect severance under Clause 70.03, the employee will be permanently placed in an available vacant position provided s/he is qualified for the position in the following order:

- (a) Vacancy in the same classification within forty (40) kilometers of the employee's work location (mandatory placement);

- (b) Vacancy in the same pay group in the work location (mandatory placement). If both options (a) and (b) are available to an employee, the employee must choose between the two options.
- (c) Vacancy in the same pay group within forty (40) kilometres of the employee's work location (mandatory placement);
- (d) Vacancy in a lower or higher pay group within forty (40) kilometres including the employee's current work location (mandatory placement).
- (e) Vacancy in the same classification in another work location greater than forty (40) kilometres of the employee's work location (voluntary placement):
 - (i) the vacancy will first be offered to employees in the affected work location on the basis of seniority;
 - (ii) if a more senior employee accepts the vacancy, the redundant employee will be permanently placed in the resulting vacancy;
 - (iii) if no such employee accepts the vacancy, it will be offered to the redundant employee;
 - (iv) the employee accepting the vacancy will be permanently placed in the vacancy.
- (f) Vacancy in another work location greater than forty (40) kilometres of the employee's work location (voluntary placement).

70.05 Temporary Placement

A temporary placement will be made where a permanent position under 70.04 a, b, c or d is not immediately available or where an employee does not take a voluntary option under 70.04 e or f. The WCB may use existing temporary positions and remove existing temporary employees, and place redundant employees in the temporary positions or in temporary vacancies, or temporary assignments provided the employee qualifies for the position, pending permanent placements. The parties agree that such temporary placement may not be in the employee's current pay group, but will be in as close a pay group as possible to the employee's current pay group. No such temporary position will be greater than 40 km from the employee's current work location.

70.06 Early Retirement Incentives and Buy-outs

The Board may, at any time, offer early retirement incentives and/or buy-out options to employees in order of seniority within a classification, work location and department.

70.07 Relocation

In cases where redundant employees relocate as a result of placement in a vacancy, relocation expenses will be provided as per Article 54.

70.08 General

- (a) This Article applies to permanent employees only.
- (b) If the redundant employee is placed in a lower paygroup through Clause 70.04 or 70.05, and the Board subsequently recreates the redundant position, the employee has the right to return to the classification.
- (c) In the above case, the employee must not have moved more than forty (40) kilometres and must not have posted to another position.
- (d) For placements made under this Article, where employees are placed in a lower pay group, red-circling consistent with Article 36.08 will apply.
- (e) Redundant employees will be entitled to be assessed for vacancies above their own pay group in the following manner: Pay groups 1 - 10, vacancies up to three pay groups higher; Pay groups 11 - 25, vacancies one pay group higher. Effective April 1, 2007, redundant employees will be entitled to be assessed for vacancies up to one pay group above their own pay group (**References to old paygroups will be changed throughout the agreement prior to printing**).
- (f) In cases of moves of more than forty (40) kilometres, the employee shall have seven (7) calendar days to accept an offer.
- (g) In cases of moves less than forty (40) kilometres, the employee shall have two (2) working days to accept an offer.
- (h) Where a senior employee volunteers to take severance in place of a more junior employee pursuant to Clause 70.03, the severance shall be at the senior employee's entitlement.

- (i) In this Article, "Qualified" means the employee has demonstrated sufficient knowledge and/or skills and abilities for the specific classification.
- (j) In this Article mandatory placements have to be the same status i.e. , full time to full time, part time to part time. A change in status can only be done on a voluntary basis.
- (k) The Vince Ready awards up to and including February 2004 apply, including process amendments the parties have applied to date.
- (l) The Parties expressly agree that no person who has been involved in a previous redundancy and/or layoff process will accrue any rights as a result of this agreement. This includes, but is not limited to, any person who elected severance and left the organization or any employee who displaced or elected to take a demotion to a lower pay group except that any person who went into a demotion through the previous process will be red-circled as of the date of ratification.
- (m) In applying the terms of this agreement, the Parties agree they will exercise flexibility, creativity and cooperation to find reasonable options for redundant employees including consideration of training, particularly for those employees without vacancy placement. This approach will not be to the significant detriment of either Party's rights.
- (n) Nothing in this agreement will prevent the Parties from negotiating without prejudice agreements in individual cases.
- (o) The Memorandum of Agreement concerning leave requests dated November 2, 2002 applies.
- (p) Article 14 will remain in effect except that the WCB will not lay off any permanent employees prior to ~~December 31, 2010~~. December 31, 2012.
- (q) During the term of this memorandum **Clause 15.01(a)** will be altered to read "Provided there are no reappointments and/or relocations under MOA of ~~Employment Security...~~"**Schedule "F" Workforce Transition.**
- (r) During the term of this memorandum, 15.09 will be altered to include the following:

In addition to the exceptions listed above for the period from date of ratification to December 31, ~~2010~~ **2012** the Parties agree that permanency will not be indicated where the position is being held to create a vacancy for permanent placement of future redundant employees, to provide a skill set to facilitate reorganization or to avoid a future redundancy of a permanent employee where the position is clearly for a temporary period. These positions will be identified to the Reorganization Committee.

Any temporary jobs created under this altered 15.09 will either end or be made into permanent vacancies and staffed pursuant to the collective agreement at the expiration of this MOA.

70.09 Salary Determination — Demotions in Redundancy Process

~~The Parties agree to the following process with respect to determining salary upon demotions resulting from the redundancy process:~~

- (a) **This clause applies only to employees who secure a permanent position through the redundancy process and that the position secured results in a demotion.**
- (b) **For every decrease in paygroup, the employee's step increment will increase by one (to a maximum of step 6).**
- (c) **Employees will retain the same step increment date they had in the position from which they were declared redundant.**
- (d) **If employees are demoted to the same or lower paygroup as the permanent position they held immediately prior to the position they were declared redundant from, the date used for the purpose of calculating special increment eligibility will be adjusted to reflect the date as if they had never left that previous position.**

70.10 Salary Determination upon Promotion Subsequent to Being Demoted through the Redundancy Process

~~The parties agree to the following with respect to determining salary for individuals who are demoted through the redundancy process, red circled, then subsequently promoted into a position of a higher pay grouping than their original redundant position.~~

An employee who:

- (a) was in a position that was declared redundant; and,
 - (b) through the redundancy process was placed in a position of a lower pay-grouping and had his/her salary red-circled; and,
 - (c) subsequently becomes successful in a position that is a promotion from his/her original redundant position; and,
 - (d) where the step placement in that new position does not result in an increase in pay from his/her red-circled rate;
- Will be placed at the next step in the new salary range that produces a pay increase.

All other agreements with respect to salary determination for redundant employees still apply.

Changes the name to Workforce Transition & adds LOU B20 and B23. The intent of the language remains the same. The new effective and expiry dates will be inserted following the ratification vote.

28. New LOU on R Types

RE: R Type program and Article 18

Without prejudice to either party's position on the Board's obligations around offering clause 18.01, the following is agreed for classifications with 15 weeks or more of formal training. This agreement is tied to the R-Type program and is for the duration of the R-Type pilot:

1. Where the Board posts a permanent position(s), it may indicate that expressions of interest pursuant to clause 18.01 will be accepted on the posting.
2. Where there are no qualified interested employees for the clause 18.01 opportunity and no employees available through clause 18.01, the Board can hire temporary employees pursuant to article 20 in the classification and work location and/or R-Type employees pursuant to the LOU on R-Type.
3. If there are qualified applicants in the work location that are the most senior on the posting, the Board may request to the Union to add additional positions on the posting, so the senior employee(s) interested in the back up opportunity could be offered a permanent position. If additional positions are added, this would meet the Board's obligation to offer 18.01 training opportunities.
4. If the senior qualified applicants on the posting are from outside the department and work location, the Board must proceed with an article 18 assessment for less senior applicants within the department and work location. If these applicants successfully complete the testing the Board may offer article 18.01 training. If this training is offered, the Board's obligation to offer 18.01 training opportunities has been met.
5. If the Board chooses not to add an additional position on the posting, or offer article 18.01 training, it can only hire temporary employees pursuant to article 20 in the classification and work location and/or employ R Type employees pursuant to the LOU on R Types after consultation and agreement with the CEU. If the employee(s) is bypassed, the Board will pay the bypassed employee(s) at the higher rate of pay for the duration of the assignment.
6. Should the Board add an additional posting or offer an article 18 opportunity and the Board later determines they have an additional need; the Board can hire temporary employees pursuant to article 20 in the department and work location and/or hire R Type employees pursuant to the LOU on R Types.
7. Article 20 temporary employees on the recall list must be utilized prior to an R-Type employee, and temporary employees on the layoff list may be bypassed.

8. In any case above, the Board can employ a temporary employee or an R Type while the assessment process and/or training is taking place.
9. Postings within the first six calendar months of the year will meet the 18.01 offering for the remainder of that calendar year. Postings within the last six calendar months of the year will generally meet the 18.01 offering for the following calendar year. The parties will discuss any deviations to this principle.
10. This letter of understanding has no applicability for classifications with less than 15 weeks of formal training or no training.
11. The parties will meet quarterly for the duration of this pilot to review ongoing progress and to proactively address any potential problems with implementation. If the pilot is successful, the parties agree to make this process a permanent arrangement at which time the grievances will be considered resolved. If the pilot is not successful, the grievances can be advanced to arbitration. It is understood that the grievances were put in abeyance so no argument around timeliness can be advanced.
12. Upon acceptance of a back up training opportunity pursuant to this memorandum, employees will be required to work a minimum of 15 months in the position if the Board determines there is a requirement for ongoing work in the classification. The 15 months commences on the first day of formal training.
13. Employees successful in obtaining a promotional opportunity (clause 18.01) through this memorandum and who commence training shall not be able to withdraw from formal training for reasons which are within their control. The parties acknowledge that sub-clause 18.02(g) applies and that interested employees will be made aware of the expectation of regular ongoing work in the classification.

Note: The parties agreed to a 2 year pilot to trial an alternate method of offering back-up training opportunities for classifications with more than 15 weeks of training. This revised method will:

- allow the offering of a back-up opportunity on a posting for positions with 15 weeks or more of training
- allow the addition of positions onto a posting, if an additional senior applicant qualifies
- confirms that Article 18 must be completed prior to a temporary employee or an R-Type being brought in

29. New LOU for Pre and Post Retirement Options

Re: Pre and Post Retirement Options

The WCB and CEU agree to the following pre and post retirement options as a pilot project that will extend for two (2) years from the date of the signing of the agreement.

At the conclusion of the pilot, employees accepted into one of the following retirement options will continue to work out the remainder of their employment under the terms of this agreement unless otherwise agreed between parties.

Pre-retirement Options

The intention of the program is to recognize individual employee needs and provide flexible options for employees that will enable them to remain in the workforce longer than originally anticipated. Operational needs and costs to the business are also paramount.

WorkSafeBC and the CEU recognize the benefit of having these experienced employees remain in the workforce longer.

Pre-retirement options will normally be spread over a 3 year time period, excluding the notice period.

Approval Process

CEU Ratification Package

Created on 12/9/2008 9:23:00 AM

The interpretations in this document are provided on a without prejudice to errors and omissions basis to any position the Union may take in any arbitral proceedings or any other forum.

The Board will canvas employees to determine whether there are any potential candidates for one of the pre-retirement options, and the employee may then apply to his/her Director to be considered.

After employees indicate their interest in one of the options, the approval and acceptance into one of the options will be granted subject to bona fide operational needs.

The Board will keep a record of employees who are approved or denied to participate in a pre-retirement option pursuant to the pilot. The Board will also record written reasons for denials during the pilot. The purpose of the record keeping will be to evaluate the pilot.

The parties will establish a working group to meet quarterly to review this information to proactively address potential problems.

Disputes regarding denials of entry into a pre-retirement option which cannot be resolved by consultation between the Director, the employee and the shop steward, may be discussed within the working group. Where resolution is not achieved, the Director's denial could be grieved.

Option 1: Graduated Retirement

Employees working under the Graduated Retirement Option will continue to perform the full scope of their duties. Their hours of work will be reduced in an agreed to percentage of time in each of three years. At the end of the three years the employee must retire subject to exceptions listed below.

An employee's salary during a Graduated Retirement appointment will be commensurate with his/her hours of work.

During a Graduated Retirement appointment, the employee's workload will decrease over three years. The reduction of the workload will be based on a schedule mutually agreed to between the employee and the Director. Employees must work the equivalent to a minimum of 0.5 FTE.

Option 2: Part-time Appointment

An employee who elects to take the Part-time Appointment Option must continue to perform the full scope of their duties at a minimum of 0.5 FTE.

Part-time options may include full-time/partial year arrangements to a part-time schedule worked over a full year, and will be subject to mutual agreement between the employee and his/her Director.

Options 1 & 2 – General Requirements for Pre-Retirement Options:

The following provisions are applicable to both the Graduated Retirement and Part-time Appointment options:

- a) Employees must have reached the age of 55 prior to commencing one of the above options.
- b) Prior to entering one of the 2 options, employees must serve a minimum of twelve (12) months notice. Notice periods may be served during the time frame immediately preceding an employee's 55th birthday and the start of the program. The notice period may be waived or shortened by mutual agreement of the employee and his/her Director.
- c) Acceptance of an employee into this option will constitute irrevocable notice to retire. The retirement date can be shortened with at least six months' notice. The retirement date could be varied to a later date due to extenuating circumstances upon approval of the Director.
- d) Employees participating in Options 1 and 2 are ineligible for a new appointment under article 15, 17, 18 or 51.

- e) In very limited circumstances, to be determined by the working group, employees may be able to opt out of an option. In these cases, opting out of options 1 or 2 will result in a reversion to the employee's regular full-time position and all terms of the Collective Agreement will apply.
- f) The employee's work schedule, including the hours and days of work shall be mutually agreed to between the employee and the Director prior to being accepted into pre-retirement options.
- g) Except as set out in this agreement, employees participating in this pilot will be afforded all the terms and conditions of the Collective Agreement except that wherever a benefit is time related, the entitlement will be pro-rated according to the relation that his/her FTE. Provisions of the collective agreement dealing with salaries, allowances and leaves will also be pro-rated in a similar manner.

Note: The parties agreed to a two year pilot (the Article 18 (above) and this R-type are linked) to pilot pre-retirement and post retirement options for employees.

Pre-retirement options allow for a reduction of the work week leading up to retiring. Key points:

- you must be 55 to start the graduated retirement
- it must be spread over 3 years
- acceptance of an employee into this option will normally constitute irrevocable notice to retire

Post-Retirement Temporary Employment – R Type Employees

The parties agree to a new employee type: R-Type. R-Type employees will only be utilized after it is determined there are no qualified article 18 back-up and Article 20 - Temporary employees available as per the Collective Agreement or as per LOU # _____. While the Board is assessing or training an employee pursuant to Clause 18 or Clause 20, an R-Type employee can be utilized.

An R-Type employee is defined as a retired employee that:

1. has severed employment and retired to their WorkSafeBC pension for more than 30 days; and
2. will work only in defined periods for less than 120 days per calendar year;

The following provisions are applicable to R-Type employees:

- a) The employer may, at its sole discretion, employ retired employees as R-Type employees. The CEU will be advised in writing when such an appointment is made, the anticipated duration of the assignment and identity of the R-Type employee hired for the work.
- b) An employee who elects to return as an R-Type employee will agree to work during designated peak load periods. R-Type employees will work less than 120 days in a calendar year (January to December). Any need for longer than 120 days where an R-Type is required must be reviewed with and agreed to by the CEU.
- c) R-Type Employees will be designated a type A or B or S employee at point of hire. R-type will be required to work the normal work schedule of these employees. Where the schedule will be three days or less, the Board will discuss the rationale for the altered work schedule at the working group. Agreements to alternate schedules will be confirmed in writing to the CEU.
- d) R-Type employee lists will be reviewed every December and the employer will determine whether there will be an ongoing need for each appointment for the following year. R-Types who will not be required in the following year must be notified of this decision in December.
- e) An employee who accepts an R-Type appointment:
 - I. does not have layoff or recall rights.
 - II. continues on retiree health & welfare benefits.

- III. continues on the same step of the pay grid as when s/he retired and accrues seniority only in respect of step increment and temporary vacation accrual.
- IV. is entitled to vacation pay at the rate of 4% of his/her gross earnings until s/he have worked in two calendar years. If the R Type employee works in a third calendar year, s/he will be entitled to vacation pay at the rate of 6% of gross earnings. If the R Type employee were to return after working in five calendar years, s/he will be entitled to vacation pay at the rate of 8% of gross earnings. Vacation pay will be paid on each pay cheque.
- V. is eligible to the provisions of Article 31 provided they have worked at least fifteen (15) days in the last thirty (30) consecutive calendar days.
- VI. is entitled to all provisions of the Collective Agreement unless listed below or modified in this agreement:
Article 14, 15, 17, 18, 20, 21, 22, 23.06, 24, 25, 32, 33, 35, 37, 40, 51, 54, 56, 60, 62, 63, 70, 71, 72 and 73.

Note: The parties agreed to a new employee type – R-Type. This is defined as a retired employee that:
 -has severed employment and retired to their WorkSafeBC pension for more than 30 days; and
 - will only work in defined periods for less than 120 days per calendar year.

This new employee type can only be called in to work after it has been determined an Article 18 back-up or a temporary employee is not available. The priority is to give younger members who want to forge future careers, at the Board, opportunities for advancement before those who have left their employment are called back to work.

30. Appendix A – Health and Welfare Benefits Information

Service Limits

Chiropractor	\$500.00 per person per calendar year (not including x-rays)
Naturopath	\$500.00 per person per calendar year (not including acupuncture)
Licensed Physiotherapist	\$500.00 per person per calendar year
Licensed Massage Practitioner (Massage Practitioner requires referral by a Physician)	\$500.00 per person per calendar year
Licensed Podiatrist (not including x-rays or appliances)	\$500.00 per person per calendar year
Acupuncture	\$500.00 per person per calendar year
Speech Therapist	\$500.00 per person per calendar year
Orthopaedic Shoes (when prescribed by an Orthopaedic Surgeon)	\$400.00 per adult and \$200.00 per child per calendar year including repairs and modifications but not including orthotic devices or arch supports)
Orthotics	\$400.00 per person per calendar year
Counselling Services	\$2,000.00 per person per calendar year; includes licensed clinical psychologists and counsellors and therapists with a minimum of Masters level degree in a counseling related discipline such as counselling psychology
PSA Testing	100% of costs
Private Duty Nursing in Hospital (when ordered by	Private duty care for the management of an acutely ill patient by a registered nurse for a or Surgeon) maximum of 30 days per person per

the Attending Physician or Surgeon	calendar year
Home Care Nursing	\$1,000.00 per person per calendar year
Hearing Aids	Adults up to age 65 and dependent children to a maximum of \$2,500.00 per person over a five (5) calendar year period
Wigs and Hairpieces	Must be required as a result of medical treatment or injury; \$1,000.00 per person over a five (5) year calendar period Corrective Lenses and \$350.00 per person every two (2)
Corrective Lenses and Contact Lenses or Laser Eye Surgery	\$400 per person every two calendar years (charges for safety goggles and non-prescription sunglasses are not covered) Worksafe BC will cover the one time start-up costs that will allow this Benefit amount to be applied towards laser eye surgery.
Optometry Exams	100% to a maximum of \$150.00 every two (2) calendar years for the employee. \$75.00 maximum every two (2) calendar years for dependants.
Smoking Cessation (Drugs and supplies)	\$500.00 lifetime maximum

Other services covered, with limitations, include charges for oxygen, blood and blood plasma, permanent prosthetic appliances, crutches, casts and splints, ostomy and ileostomy supplies and wheelchairs. The lifetime maximum amount of benefits payable for a member or dependent is \$1,000,000.00. (Please refer to your *Benefits Handbook* for eligible out-of-province expenses.)

Dental Plan (Pacific Blue Cross)

Dental plan benefits are as follows:

100% of eligible expenses for Plan "A" (basic dentistry services) are paid for under the Plan. Plan "A" covers diagnostic, preventative and restorative services required to maintain and/or restore teeth, including:

- examinations, consultations and x-rays
- cleaning, scaling and topical fluoride applications
- fillings and extractions, **including white fillings**

Improvements to existing and/or new benefits are bolded.

31. Insurance Letter

Re: Life Insurance and Accidental Death & Dismemberment for Employees age 65 and over

WorkSafeBC hereby agrees to extend the following benefits to employees who have reached age 65:

- **Group Life Insurance**
- **Accidental Death and Dismemberment**

The appropriate maximum and premium cost-sharing will apply the same as for employees under the age of 65.

There is no reference to an age limitation in the collective agreement therefore no language changes are required. WorkSafeBC will instruct the carrier to add coverage for these employees.

Please note the income tax regulation applies with respect to the age at which an employee must draw his/her pension.

This letter confirms this provision applies to employees choosing to work beyond the age of 65.

32. Career Progression Letter

Re: Career Progression

As per recent discussions in bargaining, WorkSafeBC and the Compensation Employees' Union recognize that internal career progression is essential for a healthy workplace that demonstrates the value of employees and the principle of internal skill development for succession planning. These factors are also important ingredients for attaining the organizational business goals.

The Parties recognize the need to promote the internal development of WorkSafeBC employees. In addition, there is also recognition that employees have responsibility for taking on their own voluntary self-development.

The Parties agree to meet to discuss career progression models and strategies. This could include looking at various job families suitable for piloting career progression strategies and other strategies that support the development of career pathing within the organization.

The Parties recognize that the establishment of Knowledge, Skills and Abilities (KSA's), career progression models and job families are at the sole discretion of WorkSafeBC. The Parties agree that discussion regarding these matters is of mutual benefit.

This agreement sets out a process for the parties to jointly discuss the notion of career progression.

33. Mental Health Letter

Re: Joint Sub-Committee of EFAP on Mental Health Issues in the Workplace

The Parties agree to form a sub-committee of EFAP to explore mental health issues in the workplace.

The committee will explore issues such as education and research, and independent assessment of individuals experiencing mental health issues.

The committee will develop draft terms of reference for its operation. These terms of reference must be approved by the Senior Executive Committee of WorkSafeBC. The committee will establish its own practices and procedures which may include the recommendation to establish sub-committees to assist in this work.

Minutes will be taken and circulated to all committee members in advance of the next meeting.

The employer will pay for travel time and expenses of one out-of-town member appointed by the CEU to the committee.

This agreement sets out the process for the parties to explore meaningful ways to address the challenges of mental health issues in the workplace.

34. New Peer Support LOU

Re: Role of Peer Supports at Arbitration

The Parties have agreed to implement a Peer Support Program as part of the administration of their joint Alcohol and Drug Policy;

The role of the Peer Support is to assist employees with substance addiction issues by providing the employee with information on WorkSafeBC's policy, EFAP, as well as other services available to the employee;

Peer Supports are governed by the WorkSafeBC *Standards of Conduct* and the *Workers' Compensation Act*;

The Parties have agreed that all interactions, conversations and exchanges of information between an employee and a Peer Support will remain confidential except in circumstances where the Peer Support learns of a hazard that he/she considers is likely to endanger an employee or any other person;

The Parties agree to the following with respect to a Peer Support's obligation to testify at a grievance or arbitration hearing:

1. Peer Supports will not be asked or summoned to testify at a grievance or arbitration hearing by either Party.
2. During a grievance or arbitration hearing, the Employer and the Union (including grievors) will not refer to, or give evidence regarding any interactions, conversations or exchanges of information between an employee and a Peer Support.
3. This Letter of Understanding may be rescinded by either Party by providing thirty (30) days' written notice.

This LOU incorporates a Memorandum into the Collective Agreement. The intent of the language is the same.

35. New Potential Gainsharing Letter

The parties agree to explore opportunities for gainsharing initiatives during the term of the Collective Agreement.