

RATIFICATION DOCUMENT

EMPLOYER'S SETTLEMENT OFFER

between

**BC FAMILY MAINTENANCE AGENCY LTD.
(BCFMA)**

and the

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

AUGUST 14, 2020

E&OE

DEFINITIONS (CHILD)

"Child" - wherever the word "child" is used in this agreement, it shall be deemed to include a ~~ward of the Superintendent of Family and Child Services~~ **child in care of a director designated under the Child, Family and Community Service Act** or a child of a spouse, including the child of a common-law spouse, or a child to whom the employee stands in loco parentis.

1.1 Intent of Agreement

(a) This collective agreement constitutes the terms and conditions of employment for bargaining unit employees of ~~Themis Program Management and Consulting Limited~~ **the BC Family Maintenance Agency** (hereafter called ~~the Company~~ or the Employer). These terms and conditions apply, as written, to all non-excluded employees of the ~~Company~~ **Employer** who are not in another bargaining unit and remain in effect until altered by way of agreement between the ~~Company~~ **Employer** and the bargaining agent for the employees at the end of the term specified in Article 40.

3.5 No Discrimination

Subject to other articles contained in this agreement the Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, rates of pay, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise for reasons of ~~age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation~~ **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person**, or for reason of membership or activity in the Union, or for any other reason.

3.10 Time Off for Union Business

(a) *Without Pay*

Leave of absence without pay but without loss of seniority shall be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business, which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on the Bargaining Committee for Themis employees to attend meetings of the Bargaining Committee, and to carry on negotiations with the Employer. ~~Employees serving their initial probation period are not eligible to serve as union representatives on the Bargaining Committee.~~ The Employer will pay 50% of the facility expenses for joint bargaining sessions and will pay the usual Employer's share of the benefits for employees who are on the Bargaining Committee while they are absent from work for bargaining purposes.

(4) the maximum leave entitlement as per Article 3.10(a)(1) and (2) combined shall be 30 days per fiscal year: additional time shall be granted by the Employer and shall not be unreasonably denied, except where operational requirements, as determined by the Employer, do not permit.

(5) ~~the Employer shall grant, on request, leave of absence without pay:~~

(i) **(5)** for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year. **The leave shall be renewed upon request, subject to operational requirements, and such request shall not be unreasonably withheld;**

(ii) **(6)** for an employee elected to the position of ~~p~~President or ~~secretary t~~secretary or treasurer of the B.C. Government and Service Employees' Union. ~~The leave shall be~~ for a period of three years and **the leave** shall be renewed upon request.

(b) *With Pay*

Leave of absence with pay and without loss of seniority will be granted:

- (1) to stewards or their alternates, to perform their duties pursuant to Article 3.6;
- (2) to employees called to appear as witnesses before an arbitration board.
- (3) to employees to attend joint union-employer committee meetings.

(c) *Local Union Meetings*

The Employer agrees to allow employees to leave work at 4:00 p.m. four times a year for the purpose of attending union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting. Minimal staff coverage shall be maintained. If the normal shift is not concluded by the end of the union meeting, the employee shall return to work for the balance of the shift.

(d) *Procedure*

~~It is understood that e~~ Employees granted leave of absence pursuant to this article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time but no additional time or compensation may be claimed for travel time or extended workday. To facilitate the administration of ~~3.10(a)(3) of this article~~ **Clause (a) above**, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary, and other benefit costs, including travel time incurred.

~~(e) A new employee who is under the initial probationary period is not eligible to serve as a union representative on the Bargaining Committee.~~

1.2 Remitting of Dues **and Employee Information**

(a) All deductions shall be remitted to the President of the Union not later than 28 days after the end of the month for which the dues were deducted ~~and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.~~

(b) The Employer will remit union dues by electronic funds transfer (EFT). With each remittance the Employer will send an email to the address specified by the Union including: EFT date and dollar

amount; employer name; pay period type (e.g.: monthly, semi-monthly, biweekly, etc.); pay period number; pay period end date; and pay period pay date.

(c) The Employer will provide to the Union with every regular dues remittance the following member information in a mutually agreed electronic format: Social Insurance Number, last name, first name, dues amount, gross wages for the period, job/position title, appointment status (e.g. regular or casual), work location name, work location address, work phone number, and member home email.

(d) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment including each employee's name and the code used in Block 16 of their Record of Employment form.

~~(b)~~ **(e)** Before the Employer is obligated to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining. ~~In addition, the Employer shall make available to the Union a computer diskette in ASCII language of the membership information, submitted with each dues deduction record. This information shall include the following:~~

~~Social Insurance Number, surname and first name, address, sex, birth date, job classification number and job step, gross pay, month-to-date dues.~~

7.5 Joint Union/Employer Committee

(a) A joint union/employer committee shall be formed for the purpose of developing mutually acceptable recommendations with respect to issues of particular concern to employees and/or the Employer. The Committee ~~may~~ **will** meet **at the request of either party** up to three times per year, ~~at the request of either party~~, at a mutually acceptable date, place and time and shall consist of one union representative from each local committee pursuant to Article 7.5(b). The Employer shall appoint an equal number of representatives to the Committee. If either party wishes to discuss the issue of workload, they shall advise the other party and they shall select the closest possible mutually acceptable date to meet. Workload shall be a standing agenda item.

Committee meetings shall be held during work hours and travel expenses shall be paid at the usual rate by the Employer. Meetings shall be chaired on a rotating basis and minutes shall be taken by the provincial office Executive Assistant or Executive Administrator, who shall be present but shall not be considered a member of the Committee. Minutes will be circulated for approval in draft form. Any disagreement with respect to the minutes shall be noted in the minutes if any representative is not in agreement with the decision recorded.

(b) Committee members will be asked to submit agenda items to the meeting Chairperson no later than two weeks prior to the meeting. The proposed agenda shall be circulated one week prior to the meeting and shall be posted on the union notice board. Minutes of committee meetings shall be posted on the union notice board within 14 days.

It is intended that the Committee have as flexible a role as possible. Its general purpose is to foster open communication, conjoint planning and mutual problem solving. It is not, however, a bargaining committee.

Upon mutual agreement, ad hoc committees or working groups may be established with a defined mandate which will report back to the Committee. Recommendations of the Committee which pertain to this agreement will be sent to bargaining principals for approval.

(b)(c) A local union/employer committee shall be formed at each worksite to address issues of particular concern. Issues which cannot be resolved shall be referred to the Committee referenced in 7.5(a). The Local Committee shall consist of two union representatives which shall be the steward and the bargaining representative or designate. The Employer shall appoint two excluded managers, one of whom shall be the Regional **a Senior** Enforcement Manager. The Committees shall each meet at least two times a year and more frequently where mutually agreed.

~~(c) — Committee members will be asked to submit agenda items to the meeting Chairperson no later than two weeks prior to the meeting. The proposed agenda shall be circulated one week prior to the meeting and shall be posted on the union notice board. Minutes of committee meetings shall be posted on the union notice board within 14 days.~~

~~It is intended that the Committee have as flexible a role as possible. Its general purpose is to foster open communication, conjoint planning and mutual problem solving. It is not, however, a bargaining committee.~~

~~Upon mutual agreement, ad hoc committees or working groups may be established with a defined mandate which will report back to the Committee. Recommendations of the Committee which pertain to this agreement will be sent to bargaining principals for approval.~~

9.13 Deviation of **From** Grievance Procedure

The Employer agrees that after a grievance has been filed by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. Such consent shall not be unreasonably withheld when the purpose is to enable the Employer to formally investigate the grievance. In the event of such a meeting the employee shall be entitled to union representation. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

10.4 List of Arbitrators

The parties agree that the following list of arbitrators will be utilized for both full or expedited (re: Article 10.11) arbitrations:

- Vince Ready
- Judi Korbin
- ~~Brian Foley~~ **Chris Sullivan**
- Irene Holden

10.5 Arbitration Procedure

The Arbitrator shall determine the procedure in accordance with the *Arbitration Act* **Labour Relations Code** and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within five days of the first meeting as per Article 10.2.

10.11 Expedited Arbitration

~~By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.~~

~~Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:~~

- ~~(a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.~~
- ~~(b) The location of the hearing is to be agreed to by the parties, but will be a location central to the geographic area in which the dispute arose.~~
- ~~(c) As the process is intended to be informal, only employees of the B.C. Government and Service Employees' Union or Directors/employees of Themis Program Management (or its legal bargaining agent, CSSEA) may present the grievance to the Arbitrator.~~
- ~~(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.~~
- ~~(e) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.~~
- ~~(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.~~
- ~~(g) The parties shall equally share the costs of the fees and expenses of the Arbitrator.~~

~~It is agreed that arbitration decisions made under this provision will not be appealed.~~

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

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

- (1) dismissals;**
- (2) rejection on probation;**
- (3) suspensions in excess of 20 workdays;**
- (4) policy grievances;**
- (5) grievances requiring substantial interpretation of a provision of this agreement;**
- (6) grievances requiring presentation of extrinsic evidence;**

- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions; or
- (9) grievances that are related to a matter already filed at formal arbitration.

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

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

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process and forwarded to a regular arbitration hearing, provided this occurs more than four weeks prior to the scheduled hearing date.

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

10.12 Troubleshooter Provision

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the terms of the collective agreement, ~~Barb Bluman~~ **Chris Sullivan**, or a substitute agreed to by the parties, shall at the request of both parties:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

15.3 Flex Days and Compressed Time

An employee who has received unsatisfactory Performance Appraisal or a Letter of Reprimand may, at the Employer's reasonable discretion, not be eligible for compressed time for the next six months.

Payment Processing Clerks are not subject to this language (See Memorandum of Agreement #5 Re: Compressed Time – Payment Services).

(a) *Flex Days:*

- (1) All full-time continuous employees who have not elected, or are not eligible for compressed time, and temporary employees shall accrue ~~seven and one-half hours (one workday)~~ **five hours and 37½ minutes (three quarters of one workday)** for each month of the year worked

except July, August and December, up to a maximum of 67½ hours (nine workdays) in any calendar year. Staff who elect or are required to work a seven and one-half hour shift take this time as per this article. Staff who work an eight-hour shift take this time as per Article 15.3(b).

(2) A flex day must normally be taken in the **within one** month **of the month** in which it accrues ~~and at the time scheduled by the Employer in consultation with the employee.~~ **An employee may take up to two flex days in July, August and December combined if desired, and the rest roughly evenly across remaining months. Employee preference will be accommodated on the basis of service seniority.** Unless otherwise requested in writing by the **and an** employee, **may take** all flex days ~~will be scheduled for~~ **on** a Friday, Monday or day following a statutory holiday where that holiday falls on a Monday. Flex days cannot be banked.

(3) An employee shall, where requested by the Employer, because of inadequate staff coverage due to the absence of other staff, postpone his/her flex day and report to work as usual. If the employee was not given notice of such required postponement until the actual flex day, the employee shall have at least two hours to report to work. If this results in the employee working less than a full shift as per Article 15.1, the employee shall still be paid for a full shift. If an employee cannot be reached for callback, it will be deemed that the employee was never called back.

(4) If a flex day is postponed at the Employer's request, the employee must choose another day within the following 60 days.

(5) A newly hired continuous or temporary full-time employee starts to accrue flex days in the first month which he/she works 10 full shifts. New employees on probation, and temporary employees on a term of less than six months, are eligible to take their flex days after five months but shall have the first five months accrual paid out in the last pay period of the month in which the flex day was earned.

(6) If an employee resigns or is terminated, no flex days shall accrue for that month, if they have worked less than 10 days. However, if a flex day has already been taken as scheduled for the month in which the employee's resignation or termination takes effect, no charge shall be made against the employee for that time.

(7) Part-time and casual employees are not eligible for flex or compressed days.

(b) *Compressed Time:*

(1) Employees who are eligible to select the compressed time option work eight-hour daily shifts. New employees on probation (including temporary employees) are not eligible for compressed time until five months has elapsed.

(2) Employees who wish to work an eight-hour shift for the following year shall indicate so no later than January 15th each year. The Employer shall then draw up a work schedule in consultation with the employee and/or work team based on the following:

- (i) a. ~~the employee will normally be scheduled for one working day off every other week for all months except July 2015 and August 2015, during which it would be one day in each of these two months up to a maximum of 22 days;~~

b. effective April 1, 2016, the employee will normally be scheduled for one working day off every other **two to three** weeks for all months, except **an employee may take one day in each of** July and August, up to a maximum of 20 days;

(ii) the day off will be scheduled across all working days of the week except the one day (either Tuesday or Thursday) designated as "flex and compressed free", and the compressed day shall not be banked. **Prior to the posting of the approved vacation schedule,** flex days can be exchanged within the same team. **After the approved vacation schedule is posted, flex days can be exchanged within the same component in the same office** or days can be ~~switched~~ **changed for a similar day of the week within a 60-day period before or after the originally scheduled date** if adequate coverage is maintained. ~~and in~~ **In** exceptional circumstances, **exchanges and changes outside of these parameters may be approved** by mutual agreement **of the Employer and the employee;**

(iii) the number of employees who can be absent on a compressed day on any given weekday shall be determined by the Employer based on **within each office by team and subject to** operational requirements;

(iv) Where an employee requests at least three days of leave in a row, in the same week, a flex day held by another employee will not restrict the requesting employees' ability to take their desired leave subject to the following: One additional employee on the team can be off where their time off would normally exceed the maximum number of staff off as set by operational requirements. The maximum that operational requirements can be exceeded by is two days per week.

~~(iv)~~ **(v)** if urgent operational requirements necessitate the Employer changing the scheduled day, the Employer shall re-schedule the compressed day in consultation with the employee and such day shall be taken within 60 days of the scheduled day;

~~(v)~~ **(vi)** An employee who is on a day off scheduled under this section shall, where requested by the Employer, because of inadequate staff coverage due to the unscheduled absence of other staff, postpone his/her day off and report to work as usual. If the employee was not given notice of such required postponement until the actual day off, the employee shall have up to two hours to report to work. If this results in the employee working up to two hours less than a full shift as per Clause 15.1, the employee shall still be paid for a full shift. If an employee cannot be reached for callback, it will be deemed that the employee was never called back. The Employer shall reschedule the compressed day in consultation with the employee and such day shall be taken within 60 days of the originally scheduled day;

~~(vi)~~ **(vii)** the schedule will be developed for the entire fiscal year, and shall rotate the days off through the four allowable days of the week so that over the course of a year, employees get approximately the same number of Mondays and Fridays off. The schedule will be distributed to all employees on the last flex free day in January each year.

(3) An employee who wishes to switch from compressed time shifts to regular shifts may do so but the change will not be effective until the following April.

(4) The Employer may remove any position from participating in the compressed time arrangements or may exclude a component from having compressed days off in July and August,

because the overall job function is seriously and adversely affected. Prior to removing any position, the Employer will work with the employees to see if there is any way to modify the compressed time arrangements so that it might work.

If the modifications are not feasible, or do not alleviate the problem, the Employer will advise the Union of its intention to remove the position in question. The Union may request a meeting to explore other options, and the Employer agrees to end participation in compressed time only as a last resort.

15.8 Making Up Paid But Unworked Hours

Where an employee **must arrive at the workplace late or** leaves the workplace prior to completing the shift **(whether or not the employee is able to return to the workplace before the end of the shift)**, due to reasonable circumstances, the employee shall have the following options:

- (a) to use earned vacation time or compensatory time off;
- (b) to make up the time by working all or part of the next flex day;
- (c) to make up time by adding time to the normal shift, as mutually agreed between the employee and the Employer, 30 minutes must come from the meal break if the meal break is 60 minutes. Coffee breaks may not be shortened. The maximum amount of time allowed shall not exceed $22\frac{1}{2}$ **40** hours in any fiscal year **except pursuant to (f) below**.
- (d) to have the time not worked deducted from the next pay period provided the time to be adjusted exceeds one hour.
- (e) There is one exception to the definition of reasonable circumstances outlined above. Each staff member will be permitted to make up five **20** hours per year, at ~~one hour~~ **30 minutes or more** per request. These requests must be pre-authorized by the staff person's manager and will only be approved subject to operational requirements. Any time taken under this exception will be deducted from the ~~22.5~~ **40** hours of make-up time allowed in 15.8(c) **above**. Staff who are on a performance management track or on an absentee management plan are not eligible to request this form of leave.

(f) The Employer shall consider and may grant requests to make up time in excess of the limit in (c) above in exceptional or unforeseeable circumstances or on compassionate grounds. Approval of such requests shall not be unreasonably withheld.

16.5 Overtime Compensation

(d) The employee may ~~request whether he/she wishes~~ **choose** to receive cash for overtime or equivalent compensating time off in lieu of being paid but the final decision as to how the overtime will be compensated belongs to the Employer. It is Themis' policy to usually pay out overtime rather than approve compensatory time off. If ~~time off is authorized~~ **time off** is authorized it shall be scheduled at a mutually agreeable time. The Employer will not unreasonably withhold approval for an employee to take time off pursuant to this article.

18.3 Selection of Vacation Dates

Vacation schedules, once approved by the Employer, shall not be changed, other than in an emergency for either party, except by mutual agreement. Employees with service seniority of less than three

continuous months as of March 31st of any year will have all unused holiday credits automatically carried over to the new fiscal year.

(a) *Peak Periods*

Where more than one employee applies for holiday leave for the same period of time, leave shall be granted on the basis of service seniority. The number allowed off at any one time shall be subject to operational requirements.

The Employer shall circulate or post the vacation schedule by February 1st each year. In order of service seniority within the component of each team, each employee will have three calendar days to specify his or her preferred dates for vacation time before the list is to be given to the next senior employee. Vacation requests must be completed no later than March 1st **15th** each year. It is understood an employee who is absent when the list is circulated to them the Employer shall give reasonable time for the request to be completed. The Employer shall post the approved vacation schedule no later than March 31st each year.

Employees may request single vacation days, however the Employer may not grant the employee's request for further single days if it is in excess of two single days (a day is considered single even if it is separated by a weekend, holiday or flex day from the next scheduled workday) during peak period time and/or subject to operational requirements.

Employees who do not respond within the three days shall not be entitled to exercise those rights over time selected by a less senior employee.

No more than two-thirds of an employee's annual vacation entitlement as per Article 18.2 will be given during July, August, December and the first 10 days of January, or by mutual agreement within a component/team and the Employer. Part A may be changed to suit the requests of the employees.

(b) *Non-Peak Periods*

An employee wishing to take vacation leave in non-peak periods shall apply in writing for the desired period of leave at least one week prior to the commencement of such leave. Employees' vacation requests will be considered and approved by seniority up to two-thirds of their total entitlement as long as the request is submitted to the Employer by the same deadlines noted in (a) above. The remaining one-third of vacation entitlement will be considered and approved by the order in which it was received by the Employer. No employee who has vacation approved will have that vacation displaced by another employee's request. The Employer will grant an employee's non-peak requested dates except where it will seriously affect operational requirements. The Employer's decision will be communicated within five working days of the request when it is for time other than peak periods.

~~The parties agree to review the implementation of Clause 18.3 (a) and (b) not earlier than September 2017. Should the Employer demonstrate that the amended 18.3(a) and (b) is failing to meet their objectives, the parties will meet to discuss the failures, examine the evidence, and craft a mutually agreeable solution. In the event the parties are unable to agree on a solution the issue will be renewed to an interest arbitrator not later than November 1, 2017.~~

~~(c) *Office Closure*~~

~~With the approval of the Ministry of Justice, and subject to the agreement from the Professional Employees' Association, all FMEP offices and services will be closed on the days itemized below. The first day in each year will be a pre-scheduled vacation day drawn from the employee's vacation~~

entitlement for that year. The second day in each year will be a pre-scheduled flex day deducted from each employee's flex entitlement. Those employees without a December flex day will draw from their vacation entitlement.

In the event that there is no agreement to this proposal from the Professional Employees' Association, legal counsel will be working in Court or in the office on the days set out below. To support this work, one legal secretary per office will also be in attendance in the office. The Employer, in consultation with the competent incumbents, will create a rotating schedule for each office for the members of the component for the duration of this agreement.

~~2015-2016~~

~~Thursday, December 24, 2015~~

~~Thursday, December 31, 2015~~

~~2016-2017~~

~~Friday, December 23, 2016~~

~~Friday, December 30, 2016~~

~~2017-2018~~

~~Friday, December 22, 2017~~

~~Friday, December 29, 2017~~

~~2018-2019~~

~~Monday, December 24, 2018~~

~~Monday, December 31, 2018~~

19.3 Unpaid Sick Leave

As of April 2001, any continuous employee (i.e., not a new employee on probation) who has used up all his/her sick leave credits as per Article 19.1, and is required to be absent from work due to illness or injury, is on a status of unpaid sick leave. The entitlement to use sick leave to care for an immediate family member does not apply to unpaid sick leave. The following are the conditions that apply to unpaid sick leave:

(a) *Employees Not on STD/LTD or WCB Benefits*

(1) The employee must produce a doctor's note where the cumulative absence in a fiscal year exceeds two unpaid sick leave days, except where the employee subsequently goes on weekly indemnity or WCB benefits.

(2) An employee who takes more than 15 unpaid sick leave hours in a six month period and does not subsequently qualify for weekly indemnity or WCB benefits for the same illness, may, at the Employer's reasonable discretion, not be eligible for compressed time for the next six months.

(i) Where an employee's eligibility for compressed time has been removed by the Employer under Clause 19.3(a)(2) above, the employee shall again become eligible for compressed time when they accrue 25 hours of paid sick leave credits provided six months have elapsed since the employee was removed from compressed time.

~~(3)~~**(2)** Where there is a repeated pattern of using unpaid sick leave, and the employee does not subsequently qualify for STD/LTD or WCB benefits, the Employer may require the employee to have a medical assessment by the employee's own physician, at the Employer's expense, to determine that the employee is able to perform his/her duties.

~~(4)~~**(3)** An employee taking an unpaid sick leave day may make the time up on their next scheduled flex or compressed day so that there is no financial penalty to the employee. This does not change the fact that the original day taken was unpaid sick leave.

This article does not restrict the normal management rights of the Employer with respect to managing absenteeism.

(b) *Employees Who Have Qualified for STD or WCB Benefits*

(1) The employee must contact the Employer after each visit to a doctor about the illness(es) for which the employee is absent, or every two weeks, whichever is sooner, to advise whether the employee is still unable to return to work and if an expected date of return to work is known;

(2) An employee who fails to report as per (1) shall be contacted in writing by the Employer reminding them of their obligation. If they still fail to report within 15 days, and are not reasonably prevented from reporting by the nature of their illness, they shall be deemed to have abandoned their position.

(3) When the employee has been absent from work for more than 60 continuous days, the employee must provide, in writing, at least 10 working days' notice to the Employer of their date of return; the Employer is under no obligation to permit the employee to return to his/her position prior to such notice being given;

(4) An employee must advise the Employer within five days if they have ceased to qualify for STD/WCB benefits and have not returned to work.

(c) *Employees Who Have Qualified for LTD or WCB Benefits Greater than Four Months*

(1) An employee must advise the Employer within five days of ceasing to qualify for LTD/WCB benefits if they have not returned to work;

(2) An employee who has qualified for LTD/WCB benefits must provide at least 30 days' notice they are fit to return to work except where there is an existing vacancy.

19.4 Loss of Accrual

Employees who are absent on unpaid leave in excess of 30 cumulative working days in any 12-month period and employees who are on ~~MAP leave~~, short-term or long-term disability, do not earn sick leave credits for these periods.

This provision does not apply to maternity leave, parental leave, family responsibility leave, compassionate care leave, Reservists' leave, leave respecting disappearance of child, leave respecting death of child, leave respecting domestic or sexual violence or critical illness or injury leave.

19.5 Advising Employer

Employees who are unable to report in for work on any day because of illness, must phone **or email** their supervisor or their office manager by 9:00 a.m. of **no later than their scheduled shift start time** that same day to advise that they will not be coming in. The employee has the responsibility to advise his/her

supervisor or colleague of any important matters which must be looked after that day. Disciplinary action may be taken against an employee who does not advise the Employer unless there is a reasonable explanation.

19.8 Extended Absence for Medical Reasons

The Employer acknowledges its obligation to accommodate a disabled employee up to the point of undue hardship and will take a worker-centred approach to such accommodation, including without limitation graduated return to work plans, modification of duties, and alternate duties. The Employer and the Union will work collaboratively to support disabled employees in their safe return to work. If

an employee is absent from work for medical/health reasons for an extended period and the employee has qualified for STD/LTD or WCB benefits, or any other income replacement disability benefit, the following shall apply:

- (a) If the employee is absent for a cumulative period of four months in any 12-month period, the employee must provide the Employer with a medical statement indicating when the employee will be able to resume his/her normal duties.
- (b) If the expected date of return is in the next ~~four~~ **18** months, the Employer will keep the position so the employee may return prior to, or on the scheduled return date.
- (c) If the employee's scheduled return date is past the ~~eight~~ **18**-month period, ~~or if the employee does not return on the expected date,~~ the Employer may fill the position on a permanent basis. The employee shall then be considered on unpaid **sick** leave and may return to work within the next ~~10~~ **a further 18** months **(i.e. 36 months total)**, providing he/she is **they are** certified as fit to resume all duties and there is a vacancy in the same position and worksite. If no vacancy exists in the same position, the employee will be offered vacant positions for which they are qualified.
- ~~(d) Where an employee has been off for 18 months and provides medical confirmation that he/she will be able to resume all duties within the next six month period, then the employee may return to work in that time period providing there is a vacancy in that position and worksite.~~
- ~~(e) The Employer has no obligation to maintain any employment obligation for an employee who is absent for a 24 month period in a 30 month period.~~
- ~~(f)~~ **(d)** An employee who is absent due to an injury suffered while on the Employer's business shall not have that time included in ~~(a)-(e)~~ **to (c)** above.

19.9 Scheduling of Medical/Dental Appointments

- (a) Employees are expected to schedule appointments on a flex/compressed day off, or other planned day off.
- (b) ~~Where it is just not possible to obtain~~ a medical and/or dental appointments **cannot be reasonably obtained** outside regular working hours, **the employee shall be permitted to** reasonable time off for medical and dental appointments for employees or for **their** dependent children, ~~or other dependent family members,~~ **s, or any person who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law partnership** shall be permitted.
- (c) Time away from work for such appointments may be made up by adding up to 60 minutes extra per day (30 minutes of which must come from the meal break if the meal break is one hour) during normal office hours (coffee breaks may not be used) up to a maximum of ~~two and one-half hours per~~

week and a maximum of 10 **24** hours per fiscal year, or may be deducted from sick leave, flextime, holiday allotment, or compensatory time owing, providing not all credits for the year have been used.

- (d) An employee may always choose to have this paid but unworked time deducted from the next paycheque.
- (e) Excluding emergencies, two working days' notice will be required for pre-set appointments.

20.<X> Critical Illness or Injury Leave (NEW ARTICLE**)**

An employee is entitled to a leave of absence without pay of up to

- (a) 36 weeks to provide care or support to a family member who is under 19 years of age at the start of the leave, or**
- (b) 16 weeks to provide care or support to a family member who is 19 years of age or older,**

if they are entitled to critical illness or injury leave under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

20.<X> Compassionate Care Leave (NEW ARTICLE**)**

(a) In accordance with the *Employment Standards Act*, an employee will be granted a compassionate care leave of absence without pay for up to 27 weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

(b) An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- (1) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.**
- (2) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of 27 weeks, the employer will pay the employer portion of the pension contribution in accordance with the pension plan rules.**
- (3) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual.**
- (4) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.**

(c) Additional Leave

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the 27-week period specified. Such additional leave shall be in accordance with the *Employment Standards Act*.

20.<X> Leave Respecting the Disappearance of a Child (NEW ARTICLE**)**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

20.<X> Leave Respecting the Death of a Child (NEW ARTICLE**)**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

20.<X> Family Responsibility Leave (NEW ARTICLE**)**

An employee is entitled to up to five days of unpaid leave during each year to meet responsibilities related to

- (a) the care, health or education of a child in their care, or
- (b) the care or health of any other member of the employee's immediate family.

There will be no interruption in the accrual of seniority or eligibility for benefits.

20.<X> Leave for Domestic or Sexual Violence (NEW ARTICLE**)**

(a) Where leave from work is required due to an employee, an employee's dependent child or another person as prescribed by law being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows:

- (1) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (2) up to 15 weeks of unpaid leave.

(b) Notwithstanding the above, the Employer will provide pay for three of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three days' paid leave, the Employer will provide such leave consistent with the legislation.

20.<X> Donor Leave (NEW ARTICLE**)**

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

20.5 Public Duties

The Employer may will grant, subject to its operational requirements, on written request, leave of absence without pay and without loss of seniority:

- (a) for employees to seek election in a municipal or regional district, provincial, or federal, or Indigenous election for a maximum period of 90 days;
- (b) for employees elected to or appointed to a public office for a maximum period of five years.

20.7 Elections

- (a) Any employee eligible to vote in a federal, provincial, or municipal **or regional district, or Indigenous** election or a ~~federal or provincial~~ referendum shall be entitled to reduce the end of the workday by the time necessary to ensure the minimum number of hours to vote stipulated in legislation is met. That portion of the workday that may be required to provide such clear time shall be paid leave.
- (b) In order to maintain minimum operational requirements some staff will be required to work between the hours required to give employees the minimum statutory time for voting and the end of the workday.
- (1) Management will first request volunteers, who will be chosen in order of service seniority.
 - (2) Remaining staffing levels required will be selected in reverse order of service seniority.
- (c) All remaining staff shall be scheduled for the following shifts:
- (1) Employees who work the 7.5-hour shift, shall work 8:00 to 4:00 with a 1-hour meal break
 - (2) Employees who work the 8.0-hour shift, shall work 8:00 to 4:00 with a ½ hour meal break.
- (d) Employees who are asked to stay late will be allowed to come in later than the regular scheduled start of the shift by the minimum number of hours for voting specified in the applicable legislation.

20.8 **General Election Campaign Leave**

The Employer may grant, subject to operational requirements, leave of absence without pay to an employee to participate in an election campaign. The employee does not have to disclose to the Employer his/her political affiliation.

- (a) In the case of a federal or provincial election, such leave shall not commence until the election writ is issued, and shall terminate no later than the day after the election.
- (b) In the case of a **an Indigenous or** municipal **or regional district** election, such leave shall not commence earlier than one month before the election and shall terminate no later than the day after the election.

ARTICLE 21 - MATERNITY/~~ADOPTION/~~ **AND** PARENTAL (MAP) LEAVE

21.1 **Maternity/Adoption/Parental Leave Eligibility and Notification**

(a) A pregnant employee, an employee who is the father, and an employee who is an adoptive parent shall qualify for maternity/adoption/parental leave **Employees are eligible for unpaid leaves of absence from employment subject to the conditions in this article.**

(b) Upon written request, noting the start and end dates of the leave, the employee will be granted leave of absence without pay for a period of not more than one year **An employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.**

(c) **The Employer may require reasonable evidence of the employee's entitlement to leave under this article.**

21.2 Maternity Leave

(a) A pregnant employee is entitled to maternity leave without pay for 17 consecutive weeks.

(b) The period of maternity leave shall commence ~~11~~ **no earlier than 13** weeks prior to the expected **birth** date **and no later than the actual birth date or date** of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(c) An employee who takes maternity leave is entitled to an additional 6 consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work at the conclusion of the maternity leave.

21.3 Parental Leave

(a) An employee is entitled to parental leave without pay as follows:

(1) for a parent who takes maternity leave, up to 61 consecutive weeks, which must begin within 78 weeks after the birth of the child;

(2) for a parent who does not take maternity leave, up to 62 consecutive weeks, which must begin within 78 weeks after the birth of the child; and

(3) for an adopting parent, up to 62 consecutive weeks, which must begin within 78 weeks after the child is placed with the parent.

(b) An employee who takes parental leave is entitled to an additional five consecutive weeks of unpaid leave if the child has a physical, psychological or emotional condition requiring an additional period of parental care at the conclusion of the parental leave.

21.4 Return from Leave

~~(c)~~ On return from MAP leave an employee shall be placed in his/her **their** former position or in a position of equal rank and salary providing that employee has not been laid off as per Article 13.

21.5 Health and Welfare Benefits

~~(d)~~ **(a)** The Employer shall maintain its portion of employee coverage for medical, extended health, long-term disability, dental and group life ~~for the first 12 months~~ **while** the employee is on MAP **maternity or parental** leave. The employee portion will be deducted from the MAP **maternity or parental** leave allowance or accrued holiday time. If this is not enough to cover the benefit cost, the employee shall remit his/her **their** monthly share of the benefits to the Employer within 30 days of receiving an invoice. ~~If the employee fails to return to work upon completion of the leave, or fails to complete 12 months service after return (except where laid off), the employee shall reimburse the Employer for monies paid on behalf of the employee on a prorated basis (i.e., one-twelfth per month for each month less than 12 months) under this section within 30 days.~~

~~(e)~~ — An employee on MAP leave shall notify the Employer at least eight weeks prior to the expiration of the leave of his/her expected return date. ~~If the employee fails to so advise the Employer, or fails to report to work on the date she/he advised the Employer, the employee shall be deemed to have resigned as of the date the leave commenced, and any allowances and benefit paid during the MAP leave must be repaid immediately.~~

(f)(b) An employee may add any vacation leave earned but not used as of the date of commencement of the MAP **maternity or parental** leave, to extend the MAP leave, or may use it at any time after their return to work, subject to Article 18.3.

21.2 21.6 MAP Maternity and Parental Leave Allowances and Benefits

Continuous employees who have completed six months continuous service and who qualify for **maternity and/or parental** leave under Article 21.1 and provide documented evidence they have applied for and will receive Employment Insurance Benefits as per the *Employment Insurance Act*, shall be eligible for the following additional allowance/benefits:

- (a) Maternity Leave - 13% of weekly salary up to a maximum of \$130.00 per week (up to 15 weeks maximum).
- (b) Parental and Adoption Leave - 13% of weekly salary up to a maximum of \$130.00 per week (up to 10 weeks maximum) **where an employee has opted for standard (35-week) EI parental benefits, or 6.5% of weekly salary up to a maximum of \$65.00 per week (up to 20 weeks maximum) where an employee has opted for extended (61-week) EI parental benefits.**
- (c) The weekly allowance shall be paid based on the employee's rate of pay at the time she/he commenced MAP **the** leave and shall be adjusted for step increases the employee would have been entitled to during the period they are on MAP **the** leave. Where the employee was acting in a position for less than 90 days at the time the leave commenced, the rate shall be that of their regular position, not the acting position.
- (d) Employees who are part-time and have variable hours shall be paid at the average of their weekly salary for the six months prior to the commencement of MAP **the** leave.
- (e) Where both parents are employees of Themis **the Employer**, they may decide which employee shall be eligible for the 10-week parental leave allowance, but in no case may the allowance and benefit period for both parties exceed 25 weeks.
- (f) Employees on MAP **maternity or parental** leave shall continue to accrue vacation leave at their normal rate for the period of time they are on MAP **maternity or parental** leave, ~~up to one year (52 weeks) maximum.~~ The Employer will pay the accrued holiday time for the first six months of MAP leave in 12 semi-monthly instalments, starting when the MAP **maternity or parental** allowance ends. The remaining holiday time accrued after the first six months of MAP leave shall be paid within 30 days of the employee's return to work. The employee may direct any portion of the payment, for accrued holiday leave, to be paid into their pension plan.
- (g) If an employee fails to resume their employment with Themis **the Employer** or fails to complete six months service upon their return, (except where due to layoff), the employee shall reimburse the Employer an amount equivalent to the allowance paid out on a prorated basis (i.e., one-sixth per month for each month less than six months). ~~Vacation which has accumulated during MAP leave will be reduced by one-sixth of the total days for each month less than six months, if the employee fails to return or fails to complete six months service upon returning.~~

The employee must reimburse the Employer if the vacation time taken (or paid out) exceeds the amount earned after prorating.

(h) Important note for information only: The timing of an employee's leave(s) under this article can affect eligibility for related EI benefits and consequentially the allowances in this clause. The Employer

and the Union strongly encourage an employee considering leave under this article to familiarize themselves with related EI benefit eligibility criteria from Employment and Social Development Canada.

~~21.3~~ **21.7** Additional Benefits

The employee on MAP **maternity or parental** leave may, on application, cash out some or all of his/her **their** earned, unused vacation credits.

~~21.4~~ Parental and Adoption Leave

~~Upon request, the employee shall furnish proof of birth or adoption placement prior to the commencement of the leave.~~

~~21.5~~ **21.8** Seniority Accrual

An employee shall continue to accrue seniority for the entire duration of maternity/~~paternity/adoption~~ **or parental** leave.

25.1 Recruitment and Selection

Principle

The Employer wants to fill as many positions as possible through internal promotion and is committed to assisting employees who wish to prepare themselves for promotion.

(a) The Employer selects candidates for position vacancies, whether full-time or temporary, based on the knowledge, skills, ability, experience and education of the applicant. **The Employer will accept an internal applicant's equivalent combination of education and experience in place of a formal educational credential.** The successful candidate will be the person best qualified for the position. Wherever possible, preference in hiring shall be given to internal applicants. Where internal candidates are equally well qualified, service seniority shall apply.

(b) At least once each calendar year, the Employer will offer a 'promotion preparedness' training workshop for interested members of the bargaining unit provided that there are at least five employees at each location that have agreed to attend. The curriculum will include classroom training, identification of skills and attributes which contribute to success in a position, suggested reading and practise exercises, and may include an opportunity to work with an individual holding the desired position for a time and on a schedule to be mutually agreed. Training may be offered outside of office hours, and will be without compensation. On the job training will be at the Employer's expense. Participation in this workshop is not a condition for promotion nor will it be a factor in selection or rejection.

(c) The Employer will use its best efforts to establish a 'relief pool' of persons who meet or have met the qualifications for bargaining unit positions and are available to perform temporary or casual work. Where a short-term vacancy is created, an available person from the relief pool shall be placed in the position, subject to the circumstances and availability of resources.

(d) When a vacancy arises which will increase the workload of existing employees, the Employer shall, within 14 days, advise employees of what it is doing to deal with the situation. If it is not possible or practical to backfill a position, the Employer shall consult with the affected employees to see what can be done to minimize the impact. Employees who are required to complete some additional work, due

to a temporary vacancy, will receive ongoing, clear and reasonable direction from his/her supervisor regarding work priorities and expectations.

(e) An eligibility list by position shall be maintained and will be published containing the names of those who qualified for the job in a competition. Subsequent vacancies for the same position and work location shall be filled from the eligibility list (except when a placement is made as per Articles 39.6 or 25.8) without posting or holding a competition for a period of 12 months from competition end date. The start date of the eligibility list is the date the successful candidate commenced their duties after winning the competition. An offer shall be made from the eligibility list based on the ranking in the original competition. The Employer may hold a competition at any time while an eligibility list is still in effect, but no person shall be hired from any new eligibility list until the old list has expired. A list expires either one year from its start date or when every person on the list has been placed or has turned down a reporting date, whichever comes first. Any candidates remaining on the eligibility list at the time of expiration who have not rejected permanent employment, will move to a new list in the same relative order as the previous expired list. This is subject to the successful candidate's completion of at least 40 continuous working days in an acting or temporary capacity in the position for which they are qualified. All others working must apply.

30.1 Equal Pay

The Employer shall not discriminate ~~between male and female employees~~ by employing a person of one sex, **sexual orientation or gender identity or expression** for any work at a rate of pay that is less than the rate of pay at which a person of the ~~any~~ other sex, **sexual orientation or gender identity or expression** is employed for the same or substantially the same work.

30.3 Rates of Pay

(a) Employees shall be paid in accordance with rates of pay set out in Appendix I by direct deposit.

~~(a) All employees of record on the date of ratification of the collective agreement shall receive a signing bonus on the first payday after ratification of \$1,700.00 per employee, prorated for part time employees.~~

~~(b) 1% general wage increase effective April 1, 2017.~~

~~(c)~~ **(b) Converting One Week of Vacation Entitlement**

Each year prior to 5 p.m. January 15th any employee who has not already done so may elect **to** irrevocably convert annual vacation entitlement (Clause 18.2) to salary subject to the following conditions:

- (1) may only be converted in 37.5-hour blocks and the maximum total conversion may not exceed 37.5 hours;
- (2) the conversion will be effective April 1st of the same calendar year of the notice deadline in ~~(c)~~ **(b)** above;
- (3) each 37.5-hour block of time converted will result in the addition of 2% rounded to the nearest dollar to the employee's base pay effective April 1st of the same calendar year of the notice deadline in ~~(c)~~ **(b)** above.

(c) Converting Additional Vacation Entitlement

Each year prior to 5 p.m. January 15th any employee who has already converted, or who is at the same time converting, annual vacation entitlement pursuant to (b) above and who has not already converted the maximum additional vacation entitlement under this (c) may elect to irrevocably convert additional annual vacation entitlement (Clause 18.2) to salary subject to the following conditions:

- (1) will only be converted in 7.5-hour blocks;**
(2) the additional conversion will not exceed the following:

<u>Service Seniority</u>	<u>Maximum Additional Conversion</u>	<u>Cumulative Maximum Additional Conversion</u>	<u>Total Hours Available For Conversion</u>
<u>37 months to 72 months</u>	<u>+ 22.5 hours</u>	<u>22.5 hours</u>	<u>60 Hours</u>
<u>73 months or more</u>	<u>+ 15 hours</u>	<u>37.5 hours</u>	<u>75 Hours</u>

- (3) the conversion will be effective April 1st of the same calendar year of the notice deadline in (b) above;**
(4) each 7.5-hour block of time converted will result in the addition of 0.4% rounded to the nearest dollar to the employee's base pay effective April 1st of the same calendar year of the notice deadline in (b) above.

(d) By September 30, 2015, an employee may request a one-time payout of up to 37.5 hours earned vacation credits in blocks of 7.5 hours (i.e. 7.5 hours, 15 hours, 22.5 hours, 30 hours or 37.5 hours). The total payout amount will be provided on the first payday after October 31, 2015.

30.8 Vehicle Allowance

(a) Vehicle allowance for all distances required by the Employer to be travelled on the Employer's business in the employee's personal vehicle shall be paid as follows:

(1) At the maximum amount permitted under the Regulations issued **reasonable per-kilometre employee allowance rate set** by the CCRA for employee mileage allowance **Canada Revenue Agency**.

(2) Mileage shall be measured from the office to the place the employee is conducting business; where travel is directly from home without first going to the office and such has been authorized by the Employer, door to door mileage is claimable but must be noted as such on the travel claim form.

(b) Ownership of a personal vehicle shall not be a condition of employment.

(c) When an employee is required to perform duties requiring vehicle transportation and the employee chooses not to use his/her own car, the transportation will be provided by the Employer at the Employer's expense.

30.9 Meal Allowance

(a) Meal allowances shall be paid when the employee is required to be more than 40 kilometres away from his or her assigned place of work at the rates noted in the chart below and under the following circumstances:

- (1) Breakfast - When the employee left home before 7:00 a.m. or is away from home on travel status overnight;
- (2) Lunch - When the employee is outside of the 40-kilometre mileage range between the hours of 12:00 p.m. and 1:30 p.m., or where the employee is participating in a committee meeting or FMEP training event where a majority of other participating employees are on travel status;
- (3) Dinner - When the employee is away from home on travel status overnight, or arrives home after 6:30 p.m.

Meal	Effective April 1, 2011	March 25, 2015	April 1, 2016	Date of Ratification	April 1, 2021
Breakfast	\$11.50	\$11.75	\$12.00	\$12.50	\$12.75
Lunch	\$13.25	\$13.50	\$13.80	\$14.35	\$14.65
Dinner	\$22.25	\$22.75	\$23.25	\$24.20	\$24.65

- (b) Meal allowances may not be claimed for any meal which was provided at the Employer's expense or is included in the price of a ticket, or accommodation/conference package.

30.10 Accommodation and Other Expenses

- (a) Accommodation will be provided at actual cost at hotels approved by the Employer and where possible, booked in advance by the Employer. Private accommodation will, where substituted for authorized overnight accommodation in a hotel, be reimbursed by a gratuity payment of ~~\$50~~ **\$52.00** per night. **The gratuity rate is \$53.00 effective April 1, 2021.** Every employee shall have the right to a single room except where the travel is to participate in an overall Office, Program or Position Conference.
- (b) Other legitimate travel costs shall be paid for at cost where noted on the expense form and authorized as allowed by the Employer.

30.17 Relocation Expenses

- (a) Employees who have to move from one geographic location to another after winning a competition or who take a lateral transfer shall be entitled to ~~\$500~~ **\$520** transfer expense providing such relocation requires a change of residence. **The transfer expense rate is \$530 effective April 1, 2021.** Employees are eligible to receive this transfer expense only once in their employment period with the Employer.
- (b) If an employee is required by the Employer to move from an office in one geographical area to one in another geographical area which is at least 40 kilometres apart, and such relocation requires a change of residence, the Employer shall pay the following relocation benefits:
 - (1) Moving - The costs of moving the personal household effects of the employee and his or her immediate family who normally reside with the employee up to a maximum of ~~\$3,000~~ **\$3,120**; this shall not cover any structures, vehicles, non-household machinery or equipment, boats, etc. **The maximum is \$3,180 effective April 1, 2021.** The employee shall use movers approved by the Employer. The cost of packing and unpacking will be included. Employees who wish to undertake their own moving may negotiate an amount to be paid in lieu. Additional insurance coverage beyond the liability of the movers is the responsibility of the employee.

(2) Real Estate and Legal Fees - Any commission actually paid by a relocated employee who sells his or her primary residence which was occupied by the employee at the time the relocation offer was made, may be reimbursed up to a maximum level of ~~\$4,000~~ **\$4,160**. **The maximum is \$4,245 effective April 1, 2021.** Legal fees connected with the selling of the house and the conveyancing of a new house (but not mortgage fees) will be reimbursed at cost. Property transfer taxes or GST may not be claimed.

(3) Relocation Allowance - The employee may claim up to 10 days travel allowances meals, accommodation, as per this article, if temporary accommodation in a hotel is required prior to moving to the new residence, at the commencement of employment in the new location.

- House-hunting Trip - Employees who are eligible for relocation expenses under Article 30.17(b) will be granted up to three workdays prior to their move for the purpose of finding accommodation in their new location. Full travel allowances will be paid for both the employee and his/her spouse for up to three days for any house-hunting trip.
- Relocation Leave - Employees required to relocate will be given three days paid leave at the time of the move only.

(c) Article 30.17(b) does not apply if the relocation is due to the employee applying for a vacant position in another office or because the employee's position in one office was terminated and the employee opted to take a vacant position in another office.

(d) The Employer may, at its discretion, provide financial assistance to an employee not eligible for the allowances specified under Article 30.17(a)(b). The level of assistance to be provided is at the discretion of the Company.

(e) An employee who receives relocation benefits as per Article 30.17(a)(b)(d) and resigns within two years of the date of the move, shall reimburse the Employer upon receipt of an invoice within 28 days as follows:

- (1) within 12 complete months of the move - 100% of all the expenses paid out to the employee under Article 30.17(a)(b)(d).
- (2) after 12 complete months of the move - 100% of all the expenses paid out to the employee under Article 30.17(b)(d) less one-twelfth of those expenses for each full month worked in excess of 12 months since the move.

30.18 Training Allowance

The parties recognize that employees who are requested by the Employer to train new employees as part of those employee's orientation, and who do not need to use overtime as per Article 16.7, will be entitled to claim a trainer's allowance of \$4.25 per hour, subject to the following:

(a) The allowance will only be paid where the training is for a concurrent period of at least three hours in a one-day period.

~~(b) The trainer is not eligible for the allowance where the training provided is because the trainer is going on planned leave of absence as per Article 20.12.~~

(c) The trainer is not eligible for the allowance if they are training their replacement because the trainer has been seconded from a higher classification and is still being paid at the higher rate.

31.6 Basic Medical Insurance

If the provincial government reinstates premiums for the Medical Services Plan (MSP) or equivalent basic medicare plan, All **all** continuous and temporary employees must be covered by Province of British Columbia basic medical insurance **the** plan. This coverage must be through the Employer unless the employee provides proof he/she **the employee** is already covered and does not wish to be covered under the Employer's group. The cost of premiums for those participating is set by the Province and shall be shared by the Employer and employee **paid** as per Article **Clause** 31.5 **(Cost of Premiums)** above.

31.9 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

**See Memorandum of Understanding re Article 31.9 - Legislative Changes for clarity on the application of this article.*

ARTICLE 32 - PENSION PLAN

32.1 Participation

All employees are required to participate in the Employer's pension plan once they have completed three month's continuous service.

Once a new employee has completed three months service, he/she starts to contribute into the plan at the rate of 5% of annual salary. This Employer contributes 6%. Overtime and payouts of cash in lieu of other benefits are not included for the purposes of pension contributions. The employee may make additional voluntary contributions but these shall not be matched by the Employer.

32.2 Statement of Account

Every employee will receive a detailed statement of account of his/her pension funds every six months.

32.3 Vesting Formula

Employees who leave the Employer shall receive fully vested payout or transfer of all pension contributions and the interest earned by those contributions.

32.4 Pension Plan Committee

(a) There shall be a Pension Plan Committee consisting of three members appointed by the Union from Themis employees and three members appointed by the Employer from management. The Committee shall meet at least once per year, at the Employer's expense, (except that no overtime or compensatory time off shall be paid where meeting hours and/or travel extend the normal workday), or more frequently by mutual agreement. Resource people may be assigned to the Committee by either party.

(b) The mandate of the Committee is as follows:

(1) to ensure the scope, features and cost of the pension plan are maximized within available resources;

- ~~(2) — to review the performance of the existing pension plan and all aspects of plan administration;~~
 - ~~(3) — to amend the plan if the Committee believes it is in the interest of the plan participants and the company;~~
 - ~~(4) — to ensure the plan provider provides adequate information on performance and plan details; and~~
 - ~~(5) — to deal with other pension plan issues as they arise.~~
- ~~(c) — Decisions will be made on the basis of mutual agreement.~~

The Employer will continue its enrolment and employee participation in the Public Service Pension Plan. Eligibility and terms and conditions for the pension will be those contained in the Public Service Pension Plan Rules.

ARTICLE 35 - WORK EXPERIENCE PROGRAMS

35.1 Work Experience Programs

The Employer may provide placements for those on work experience or co-op programs where the specific objective is to provide an opportunity for the participant to learn or upgrade his/her work skills for academic or job preparation purposes. Such placement is subject to the following conditions:

- (a) The placement shall not result in the layoff of an existing employee or allow the Employer to keep an existing position vacant;
- (b) The placement cannot exceed six months;
- (c) The person in the placement shall become a member of the bargaining unit ~~if employment is for more than 30 continuous days~~. The status of the participant shall be that of a "casual employee" for the entire duration of the placement. **The maximum duration for any such placement will be four months except by mutual agreement of the parties.**
- (d) The Union shall be advised of the details of any such work experience placement ~~within 10 days of~~ **before** its commencement.
- (e) The participant shall be paid at the ~~rate set or recommended by the agency sponsoring or paying for that individual but the Employer has the right to top up the salary where appropriate and possible~~ **Step 1 rate as specified in Appendix I of this agreement for the work they are performing, or where no existing position is appropriate, at a rate agreed by the parties.**

39.6 Right to Position

- (a) If an acting employee acts in the same position for a total of **250** days of work in a 12-month period, that employee shall then be entitled to the first same vacant continuous position that becomes available in the employee's work unit. This placement takes precedence over any existing eligibility list for that position, ~~with the exception of~~ **except for** a lateral transfer. The determining factor for placement in this position shall be service seniority. This right shall only exist for a period of 12 months from the date the employee ceased to act in the position.

(b) The 250 days of work as per (a) shall not include any form of leave other than vacation leave, paid or unpaid, greater than 20 workdays during the 12-month period.

ARTICLE 40 - TERM OF AGREEMENT

40.1 Duration

This agreement shall be binding and remain in effect to midnight, March 31, 2019 **2022**. No strike or lockout shall take place during this term.

40.2 Notice to Bargain

(a) Either party may, by giving written notice to the other party, on or after ~~January 1, 2019~~ **December 1, 2021** ~~but in any event, not later than midnight January 31, 2019~~ require the other party to commence collective bargaining on a renewal or revision of this collective agreement ~~or a new collective agreement~~.

(b) Where no notice is given by either party ~~prior to, February 28, 2019~~ **by midnight on January 1, 2022** both parties shall be deemed to have been given notice under this article on ~~January 31, 2019~~ **1, 2022** and thereupon 40.3 of this article applies.

(c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Managing Directors.

40.3 Commencement of Bargaining

Where a party to this agreement has given notice under 40.2 of this article, the parties shall, within ~~14~~ **10** days after the notice was given, commence collective bargaining.

40.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement by the bargaining Principals.

40.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement for the term specified in Article 40.1 and shall continue in effect thereafter until strike or lockout notice is served or the agreement is renewed, revised or replaced.

40.6 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of ratification, and shall not be retroactive except where ~~specifically~~ **specified** ~~provided for as per Article 12 and Appendix I.~~

40.7 Essential Services

The parties recognize that in the event of a labour dispute the Employer may submit a written request to the Union to negotiate the continuation of services the Employer believes are essential. Upon receiving this request negotiators shall meet immediately.

APPENDIX I
Salary Grid

April 1, 2019 – 2%*

April 1, 2020 – 2%*

April 1, 2021 – 2%

***Retroactive**

CT = compressed time as per Clause 15.3 or MOA #5

				Rates for employees who converted 1 week vacation as per Clause 30.3	
Position	Step	Apr 1/17 (1%)	Apr 1/17 (1% CT)	Apr 1/17 (1% No CT)	Apr 1/17 (1%)
Enforcement Officer -	Step 1 (0-6 mos)	45,682	46,523	46,506	47,453
	Step 2 (7-12 mos)	47,507	48,382	48,458	49,349
	Step 3 (13-24 mos)	49,881	50,799	50,878	51,845
	Step 4 (25-36 mos)	51,878	52,832	52,916	53,889
	Step 5 (37+ mos)	52,916	53,890	53,974	54,967
Enrollment Officer -	Step 1 (0-6 mos)	37,007	37,688	37,748	38,442
	Step 2 (7-12 mos)	38,459	39,166	39,228	39,950
	Step 3 (13-24 mos)	40,343	41,086	41,150	41,907
	Step 4 (25-36 mos)	41,926	42,698	42,765	43,552
	Step 5 (37+ mos)	42,764	43,551	43,620	44,422
Enforcement Assistant -	Step 1 (0-6 mos)	33,225	33,836	33,889	34,513
	Step 2 (7-12 mos)	34,503	35,137	35,193	35,840
	Step 3 (13-24 mos)	36,164	36,829	36,887	37,566
	Step 4 (25-36 mos)	37,562	38,253	38,313	39,018
	Step 5 (37+ mos)	38,313	39,018	39,080	39,799
Enquiry Representative -	Step 1 (0-6 mos)	32,897	33,502	33,555	34,172
	Step 2 (7-12 mos)	34,672	35,310	35,366	36,016
	Step 3 (13-24 mos)	36,880	37,559	37,618	38,310
	Step 4 (25-36 mos)	38,865	39,580	39,642	40,372
	Step 5 (37+ mos)	39,641	40,371	40,434	41,178
Office Assistant	Step 1 (0-6 mos)	30,864	31,431	31,481	32,060
	Step 2 (7-12 mos)	32,099	32,689	32,741	33,343
	Step 3 (13-24 mos)	33,703	34,323	34,377	35,009
	Step 4 (25-36 mos)	35,051	35,696	35,752	36,410
	Step 5 (37+ mos)	35,752	36,410	36,467	37,138
Legal Secretary	25-36 mos	34,258	34,889	34,943	35,586
	37-48 mos	37,601	38,293	38,353	39,059
	49-60 mos	39,481	40,207	40,271	41,011
	61-72 mos	41,454	42,217	42,284	43,062
	73-84 mos	43,527	44,328	44,397	45,214
	85-96 mos	45,705	46,545	46,619	47,476
	97-108 mos	47,988	48,871	48,948	49,849
109-120 mos	48,948	49,848	49,927	50,845	

				Rates for employees who converted 1 week vacation as per Clause 30.3	
Position	Step	Apr 1/17 (1%)	Apr 1/17 (1% CT)	Apr 1/17 (1% No CT)	Apr 1/17 (1%)
Payment Processing Clerk -	Step 1 (0-6 mos)	33,704	34,176	34,378	34,859
	Step 2 (7-12 mos)	34,998	35,487	35,697	36,197
	Step 3 (13-24 mos)	36,683	37,197	37,417	37,941
	Step 4 (25-36 mos)	38,102	38,636	38,864	39,408
	Step 5 (37+ mos)	38,865	39,409	39,642	40,197

CT= compressed time as per Clause 15.3 or MOA #5

				Rates for employees who converted 1 week vacation as per Clause 30.3	
Position	Step	Current (Apr 1/16)	Apr 1/16 (1.84% CT)	Apr 1/16 (2% No CT)	Apr 1/16 (1.84% CT + 2%)
Enforcement Officer -	Step 1 (0-6 mos)	45,230	46,062	46,135	46,983
	Step 2 (7-12 mos)	47,937	47,902	47,978	48,861
	Step 3 (13-24 mos)	49,387	50,296	50,375	51,302
	Step 4 (25-36 mos)	51,364	52,309	52,391	53,355
	Step 5 (37+ mos)	52,392	53,356	53,440	54,423
Enrollment Officer -	Step 1 (0-6 mos)	36,641	37,315	37,374	38,061
	Step 2 (7-12 mos)	38,078	38,779	38,840	39,554
	Step 3 (13-24 mos)	39,944	40,679	40,743	41,493
	Step 4 (25-36 mos)	41,511	42,275	42,341	43,120
	Step 5 (37+ mos)	42,341	43,120	43,188	43,982
Enforcement Assistant -	Step 1 (0-6 mos)	32,896	33,501	33,554	34,171
	Step 2 (7-12 mos)	34,161	34,790	34,844	35,485
	Step 3 (13-24 mos)	35,806	36,465	36,522	37,194
	Step 4 (25-36 mos)	37,190	37,874	37,934	38,632
	Step 5 (37+ mos)	37,934	38,632	38,693	39,405
Enquiry Representative -	Step 1 (0-6 mos)	32,571	33,170	33,222	33,834
	Step 2 (7-12 mos)	34,329	34,961	35,016	35,660
	Step 3 (13-24 mos)	36,515	37,187	37,245	37,931
	Step 4 (25-36 mos)	38,480	39,188	39,250	39,972
	Step 5 (37+ mos)	39,249	39,971	40,034	40,771
Office Assistant	Step 1 (0-6 mos)	30,558	31,120	31,169	31,743
	Step 2 (7-12 mos)	31,781	32,366	32,417	33,013
	Step 3 (13-24 mos)	33,369	33,983	34,036	34,663
	Step 4 (25-36 mos)	34,704	35,343	35,398	36,049
	Step 5 (37+ mos)	35,398	36,049	36,106	36,770
Legal Secretary	25-36 mos	33,919	34,543	34,597	35,234
	37-48 mos	37,229	37,914	37,974	38,672
	49-60 mos	39,090	39,809	39,872	40,605
	61-72 mos	41,044	41,799	41,865	42,635
	73-84 mos	43,096	43,889	43,958	44,767
	85-96 mos	45,252	46,085	46,157	47,006
	97-108 mos	47,513	48,387	48,463	49,355
109-120 mos	48,463	49,355	49,432	50,342	
				Rates for employees who converted 1 week vacation as per Clause 30.3	
Position	Step	Current (Apr 1/16)	Apr 1/16 (1.4% CT)	Apr 1/16 (2% No CT)	Apr 1/16 (1.4% CT + 2%)
Payment Processing Clerk -	Step 1 (0-6 mos)	33,370	33,837	34,037	34,514
	Step 2 (7-12 mos)	34,651	35,136	35,344	35,839
	Step 3 (13-24 mos)	36,320	36,828	37,046	37,565
	Step 4 (25-36 mos)	37,725	38,253	38,480	39,018
	Step 5 (37+ mos)	38,480	39,019	39,250	39,799

Table 2019

CT = compressed time as per Clause 15.3 or MOA #5

Table 2020

CT = compressed time as per Clause 15.3 or MOA #5

Table 2021

CT = compressed time as per Clause 15.3 or MOA #5

Note: The lowest possible starting level for a **Legal secretary Assistant** is the 25-36 month band. If the secretary **Legal Assistant** has less than 36 months at the time of entry, their next increment will be when they have completed enough time with the Employer to equal 36 months' experience.

The basic qualifications for a **Legal secretary Assistant** are:

- (a) direct training and certification as a legal **assistant or legal secretary**; or
- (b) if no experience as a titled **legal assistant or Legal Secretary** with a law firm for at least two years.

Experience will only be credited for the purpose of placement on this grid, where the person has been employed as a full-time, titled **legal assistant or Legal Secretary** in a law firm and has significant experience with family documents and process; this does not include general office duties. The number of years' experience is awarded at the time the job offer is made and is not reviewable or grievable once the job is accepted.

Salary adjustments occur on the date the **Legal Secretary Assistant** reaches a complete year of experience, using both prior time credited and time with Themis as a **Legal secretary Assistant**.

Notwithstanding the above, the Employer will accept an internal applicant's equivalent combination of education and experience in place of a formal educational credential and/or work experience for purposes of hiring and initial placement on the wage grid.

MEMORANDUM OF AGREEMENT # 1

Indemnity

The parties agree that the employees who have not been guilty of gross negligence and who have carried out their duties in good faith, will not be subject to any personal liability or expense to defend themselves in a **Court or Administrative** body of competent jurisdiction.

MEMORANDUM OF AGREEMENT #2

Job Evaluation Process

Under the current language in the collective agreement (Article 37.1), there is no mechanism which lets employees request a job evaluation except where job duties have changed so that "... the employee is spending a substantial part of his/her workday in performing duties normally performed by a higher

classification." (Article 37.6). This Memorandum now permits employees to request a job evaluation and describes the process by which all job evaluations shall be conducted and implemented.

Background:

The work of some classifications has probably changed in such a way that the degree of knowledge, and skill required to do them competently, coupled with the demand to be responsive to clients and exercise increased complexity in decision-making (and therefore accountability), justifies a review of the salary range of the position.

This agreement outlines the process to determine if a job evaluation should be undertaken and then how it will be done and implemented. This process is only for evaluations that fall outside of the current Article 37.6.

Principles:

1. All components should be able to request a job evaluation when it thinks that the position has materially changed to demand a significantly higher level of knowledge, skill, decision-making and accountability. Increases in volumes of work are not grounds for an evaluation.
2. The process by which the Employer decides whether or not to conduct a job evaluation should be as open, transparent and fair as possible.
3. Implementation of any salary changes because of a job evaluation exercise are dependent on the following:
 - any required approvals (e.g., PSEC, Ministry) being obtained;
 - there being sufficient money available to provide any increase in salary;
 - agreement of the Bargaining Committee to the proposed increase as per Article 37.2.

Note: The job evaluation process is meant to address significant material changes in specific positions. It is not an alternate way of increasing salaries overall. That can only be done through collective bargaining.

Process:

The following describes the process which will be used.

Step 1 - Initial Assessment

An assessment can be initiated either by the company or by a group of employees in a particular classification.

If the company initiates a reclassification assessment, it will advise all employees in that classification it has done an initial assessment and that it intends to conduct a formal job evaluation review (see Step 2).

If a group of employees wishes to initiate a job evaluation, they must send a letter to a Managing Director outlining in specific detail why they believe it is warranted. This letter must be signed by at least 50% of the total number of employees in that component. The only grounds for an evaluation (whether initiated by the company or requested by the employees) is that the job responsibilities have materially changed so that all of the following have substantially increased:

1. The knowledge (technical and process) required to do the job has become more complex. This does not just mean there is more to know but rather that there is more judgment and analysis required to determine what applies to a given situation.
2. Decision-making has become more complex.

This means that the types of decisions staff have to make in doing most of their work require consideration of more variables and inter-relationships.
3. The consequences of error are materially greater. It also means that the consequences of making inappropriate decisions can lead to greater material consequences for the organization than in the past.

When the employees request a job evaluation, the company will perform an initial assessment and will consult with a representative group of staff of the component in question to ensure the employees' perspective is fully understood. A union representative is entitled to sit in on this consultation meeting as an observer. This consultation process is not necessary if the company decides it has enough information and agrees that a formal job evaluation should take place as per Step 2.

A written response will be provided to all members of the component in question, and the Union, outlining in detail the company's decision whether or not to proceed to a formal review.

The decision of the company is final (i.e., it may not be grieved) and another initial assessment will not be conducted for at least eighteen months except where there appear to be special circumstances indicating the job may have materially changed during that period.

Step 2 - Job Evaluation Process

If the preliminary assessment indicates there has been a material change as per the factors outlined above, a formal evaluation will be undertaken. The purpose of a review is to try to determine the degree or extent of change in the position in relation to the three determining factors noted above.

An outside compensation specialist may, at the company's discretion, be retained to help prepare a report. A consultation committee will be formed which includes staff from each affected office in the position being reviewed, as well as some management staff.

The specialist's report will detail the findings with an estimate on the overall increase in the degree or approximate magnitude of complexity based on the three factors.

Step 3 - Implementation

If the job evaluation indicates the position's complexity with respect to the three factors has substantially increased, the Employer will propose to the Bargaining Committee (as per Article 37.2) the amount and time schedule of the new salary taking into consideration the following factors:

- the degree to which the three factors have increased the complexity of the job;
- the availability of funds in the budget to pay for any increase;
- overall impact on the organization in terms of such things as internal equity, etc.

The degree or magnitude of the increase in complexity will not usually translate into an equivalent magnitude increase in salary. However, the formula used will apply equally to all components when reclassification is warranted under this Memorandum. Once the bargaining Principals have agreed, no increases can be finalized until any required external approvals are received.

If the bargaining Principals cannot agree on the amount of the increase, Article 37.2 shall apply.

MEMORANDUM OF AGREEMENT #3

Gainsharing

~~The parties acknowledge the principle that where improved productivity enables the Company to meet its required contractual obligations and standards for the Family Maintenance Enforcement Program at a reduced cost, both the Employees and the Company should materially benefit.~~

~~The Employer will undertake to try and negotiate with the Province an arrangement that would allow a portion of the cost savings in the Operational Budget that are demonstrably attributable to actions of the Company and its staff, to be retained by the Company.~~

~~Should the Ministry agree to such an arrangement, the Employer will advise the Union of the amount the Company was allowed to retain and the parties shall negotiate the amount to be given to Employees, and on what basis.~~

~~Where the cost savings are as a result of investment by the Company, or the FMEP, the Company shall first recover the full amount invested prior to any further distribution.~~

MOA #4 will be deleted as follows:

MEMORANDUM OF AGREEMENT #4

Public Service Pension Plan

~~As soon as possible after ratification of the collective agreement, the Employer will apply to the Public Service Pension Board of Trustees to enrol in the Public Service Pension Plan and, subject to the approval of the Public Service Pension Board of Trustees, the following provisions will apply:~~

- ~~1. Effective September 30, 2015, the Employer will enrol in the Public Service Pension Plan. Employee participation shall commence October 1, 2015.~~
- ~~2. Effective September 30, 2015, all existing matching contributory RRSP plans (including Article 32 [Pension Plan]) will discontinue.~~
- ~~3. Eligibility and terms and conditions for the pension shall be those contained in the Public Service Pension Plan and associated documents.~~

MEMORANDUM OF AGREEMENT #5

Compressed Time 8 Payment Services

~~Effective April 1, 2016, Payment Services employees are eligible for compressed time, subject to the following:~~

- ~~1) Employees who are eligible to select the compressed time option work 7.8 hour shifts except in December where the shift length is 7.5 hours. New employees on probation (including temporary employees) are not eligible for compressed time until probation is complete (six months).~~
 - ~~a) The 18 minutes can be added to the beginning or end of a 7.5 hours workday;~~

- b) The number of employees who can add the 18 minutes to the beginning of their workday will be determined by the Employer and based on operational requirements;
 - c) Holiday and sick leave will be deducted at 7.8 hours per day for months that compressed time is being earned.
- 2) Seven of the nine compressed days shall be taken in the month that they are earned on either a Wednesday or Thursday. Tuesday will be designed as "flex and compressed free".
- a) The day off will be selected by the employees on service seniority basis one month and then reversed seniority basis the next month;
 - b) The number of employees who can be absent on a compressed day shall be determined by the Employer and based on operational requirements;
 - c) If operational requirements necessitate the Employer changing the scheduled day, the employee shall re-schedule the compressed day in consultation with the Employer.
- 3) Two of the nine compressed days have been converted to salary as per the end note on this memorandum.
- 4) An employee who wishes to switch from compressed time shifts to regular shifts may do so but the change will not be effective until the following April.
- 5) The Employer may request mandatory overtime on Wednesdays or Thursdays based on operational requirements.
- a) Overtime will be offered on a voluntary basis and granted by seniority;
 - b) If no employees volunteer, overtime will be required in reverse order of seniority (excluding probationary employees).

Note: The hourly rates in Appendix 1 will be increased effective April 1, 2016, by 1.4% rounded to the nearest dollar to reflect the conversion of two compressed days to pay.

MEMORANDUM OF AGREEMENT (NEW**)**
Modified Work Week Trial

Over the life of this collective agreement the parties will develop and implement a modified work week trial. A potential modified week trial may include, but is not limited to, a four-day workweek or a nine-day fortnight. Employee participation in the trial will be voluntary. Following the trial and by no later than September 30, 2021, the Joint Union/Employer Committee will assess the trial and provide a report and recommendations regarding modified work week schedules to the Union and Employer.

MEMORANDUM OF AGREEMENT (NEW**)**
Classification and Compensation Review

The parties recognize that wage rates are a concern for staff when compared with wage rates for work performed under the Main Public Service Agreement and the Public Service Job Evaluation Plan. The parties acknowledge that these concerns cannot be fully addressed during the term of a single collective agreement.

The parties agree to continue discussions regarding wage comparability for the purpose of developing a joint proposal for government consideration.

The parties will submit the joint proposal to government as soon as practicable but no later than June 30, 2021.

MEMORANDUM OF UNDERSTANDING (NEW)

Article 31.9 - Legislative Changes

Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of Employer paid benefits, Article 18.9 will be triggered.

If Article 31.9 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP savings is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire on March 31, 2022 unless renewed by mutual agreement of the parties.

LETTER OF UNDERSTANDING #<X>

Service Improvement Fund - Hard to Recruit or Retain Staff Positions

The parties expect that over the life of the collective agreement, the Employer will continue to face recruitment and retention challenges for positions requiring skills that are in high demand. The parties recognize that new measures may be needed to recruit and to retain incumbents into hard to recruit positions.

The Service Improvement Fund presents an opportunity to address these recruitment and retention challenges, through adjustments to grids to address shortages in staffing that negatively impact services to clients.

The amount allocated by the Employer to the fund each year will be in accordance with the following schedule:

Year 1: \$18,000

Year 2: \$19,000

Year 3: \$19,500

The total amount available over the term of the Agreement shall be \$56,500 and represents the ongoing funding for this initiative.

To address recruitment issues in a hard to recruit classification where services to clients are negatively impacted, the first step on the grid for Enquiry Representatives shall be eliminated effective October 1, 2019.

To address recruitment issues in a hard to recruit classification where services to clients are negatively impacted, the first step on the grid for Legal Secretaries shall be eliminated, effective October 1, 2019.

To address retention issues in a hard to retain classification where services to clients are negatively impacted, the top step on the grid for Enforcement Officers shall be increased by \$317.50, effective October 1, 2019, \$635 effective April 1, 2020 and \$635 effective April 1, 2021.

Any funds that may remain in the Service Improvement Fund will be applied to these or other hard to recruit or hard to retain classifications after discussions between the employer and the Union.

The Service Improvement Fund shall apply to actively employed members, including employees on leave, on the date of ratification.

MEMORANDUM OF AGREEMENT (**NEW**)

Hours of Work (Shift Start and End Times) Trial

Over the life of this collective agreement the parties will develop and implement trial hours of work with shift start and end times other than those specified in the table in Clause 15.1 (Hours of Work). Employee participation in the trial will be voluntary. Following the trial and by no later than September 30, 2021, the Joint Union/Employer Committee will assess the trial provide a report and recommendations regarding hours of work (shift start and end times) to the Union and Employer.

MEMORANDUM OF AGREEMENT (**NEW**)

Telework

Within one month of ratification of the renewal agreement the Employer will strike an ad hoc committee to meaningfully consult employees on its policies and procedures for telework. The committee will consist of the stewards, bargaining committee members, and other employees as selected by the component, so each component is represented. There will be no more than an equal number of Employer representatives.

Over the term of this renewal agreement, the ad hoc committee will review telework policies and procedures in a way that includes meaningful employee input re their teleworking experiences. The committee will provide a report including recommendations to the parties regarding telework by no later than September 30, 2021.

LETTER OF UNDERSTANDING (**NEW**)

Public Sector General Wage Increase

(1) If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 collective agreement will be adjusted on the third anniversary of the 2019-2022 collective agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This letter of understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.

(2) A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.

(3) For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

(4) This letter of understanding will be in effect during the term of the 2019-2022 collective agreement.

MEMORANDUM OF AGREEMENT (NEW**)**
Collective Agreement Review and Housekeeping

The collective agreement will be formatted during finalization of the renewed collective agreement using the BCGEU standard formatting template as appended to this proposal. The sectoral number style will be used.

All references to a specific article or clause will be formatted as follows: Article/Clause # (Article/Clause Name), e.g. Article 1 (Purpose of Agreement).

Naming and numbering of any memoranda of agreement, memoranda of understanding, letters of agreement and letters of understanding appended to this agreement will be standardized and updated during finalization.

During finalization of the renewed collective agreement, all references throughout the collective agreement and appended documents to “he”, “she” and “he/she”, and “his”, “her” and “his/her”, will be deleted and replaced with “they” and “their”, respectively. Other non-material amendments will be made to the collective agreement and appended documents during finalization, as may be required, to make the language of the collective agreement gender neutral.

During finalization of the renewed collective agreement, all references throughout the collective agreement and appended documents to “Themis Program Management and Consulting Limited” will be replaced with “BC Family Maintenance Agency Ltd. (BCFMA)” and all references to “Themis” or “Company” will be replaced with “the Employer”, or where more suitable for the context to “BCFMA”. Likewise, all references to “Managing Director” will be replaced with “CEO”.

LETTER OF UNDERSTANDING #1
Joint Training

The parties agree to jointly develop and facilitate a labour relations training session no later than December 15, 2015 **four months after ratification of this agreement**.

Participants would include BCGEU bargaining committee members, shop stewards, Regional Managers and Enforcement Managers. The training session will be without loss of pay.