

Without Prejudice and Without Precedent

SETTLEMENT AGREEMENT

Between

Vancouver Island Health Authority
(Hereinafter referred to as Island Health or the Employer)

And

The British Columbia Government and Services Employees' Union (BCGEU)
(Hereinafter referred as the Union)

Herein referred to as "the Parties"

Preamble:

WHEREAS the Union filed a number of grievances on behalf its members respecting the Employer's refusal to pay the full amount of a number of travel meal expenses under Article 26.02 because they were in excess of the amounts listed in the Employer's travel policy;

The Employer and the Union agree to a full and final resolution of these grievances on the following terms and conditions of settlement:

1. The Employer has a travel meal expense policy (the "Policy") reviewed from time to time which establishes maximum reimbursement amounts for eligible employees separately for breakfast, lunch and dinner.
2. The Employer acknowledges that Article 26.02 of the Health Sciences Professionals Collective Agreement provides for reimbursement of "reasonable expenses supported by receipts".
3. The Employer further acknowledges that in certain circumstances a meal expense that exceeds the maximum reimbursement amounts set out in the Employer's policy may nevertheless be reasonable, and subject to reimbursement pursuant to Article 26.02.
4. The Employer agrees it will review and approve travel meal expenses submitted pursuant to Article 26.02.
5. In the event an employee under the HSPBA Collective Agreement is seeking reimbursement for an expense that exceeds the maximum amount allowable under the Policy that employee will provide an explanation and rationale as to why that expense is "reasonable" and should be fully reimbursed. Such requests will reviewed on a case-by-case basis. Expenses that exceed the maximum amount allowable that the Employer concludes are not reasonable shall be reimbursed at the maximum allowable amount. If the explanation and rationale is reasonable the full expense will be reimbursed.
6. Where an expense claim is submitted that exceeds the maximum amount allowable under the Policy, and no rationale or explanation is provided, such expense claim shall be limited to and reimbursed at the maximum amount allowable in the policy.
7. It is agreed that this settlement will resolve the following grievances filed on behalf of members: Jill Lucko 176105, David Cherry 176847, 177014, 178165.

Signed for Island Health

Signed for the BCGEU

DocuSigned by:
Samantha Beaudry
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April 7, 2021

(Date)

DocuSigned by:
Sean Antolin
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April 6, 2021

(Date)