

**CONTRACT BETWEEN**  
**THE BRITISH COLUMBIA TEACHERS' FEDERATION**  
**AND**  
**THE TEACHERS' FEDERATION EMPLOYEES' UNION**

**Effective July 1, 2007 to June 30, 2012**

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**1. ARTICLE 1 - GENERAL PURPOSE**

1.1 The purpose of this collective agreement is to set forth and establish terms and conditions of employment and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relations may be maintained between the employer and Employees to the benefit of both parties and the community they serve.

**2. ARTICLE 2 - DEFINITIONS**

2.1 "Employee" means a person employed by the Federation whose position is included in the bargaining unit by either:

- a. the certification granted to the union on January 14, 1981;
- b. the certification granted to the union on May 25, 2004;
- c. or any ruling handed down by the Labour Relations Board that alters or amends the certification.

2.2 "Continuing Employee" means a Full-Time Employee or Part-Time Employee with no predetermined termination date or event.

2.3 "Term Employee" means an Employee with a predetermined termination date employed to fill a position pursuant to clause 14.2.4.

2.4 "Casual Employee" means an Employee employed on a "call-in" basis for a period that is, or is expected, to end not more than four calendar weeks from its commencement either to handle temporary fluctuations in workload, or for a specific assignment.

2.5 "Full-Time Work Week" means a normal schedule of an average of not less than thirty-five hours per week.

2.6 "Part-Time Work Week" means a normal schedule of an average less than thirty-five hours per week.

2.7 "Retiree" means a person who either:

- a. had five or more years of Seniority at termination; and
- b. is at least 55 years old; and
- c. received a pension immediately upon termination; or
- d. was collecting a pension from the Staff Pension Plan as of July 1, 1992.

- 2.8 "Bridgeable Service" means the service described in clause 12.2 and 12.4 that may be included in Bridged Seniority.
- 2.9 "Bridged Seniority" means that amount of Seniority credited to a re-hired Employee as provided in clause 12.2 and 12.4.
- 2.10 "Seniority" of an Employee means the length of time since the Employee's last date of commencement of employment, regardless of hours worked, plus Bridged Seniority, if any, less the entire period, including the first month, the Employee is absent on a special leave under clause 40.1.1 which exceeds one month.
- 2.11 "Spouse" means one person designated by the Employee or Retiree for the purpose of all benefits of this agreement:
- a. to whom the Employee or Retiree is lawfully married; or
  - b. who is a person of either sex with whom an Employee or Retiree has cohabited continuously for the preceding year.
- 2.12 "Parent" in Article 30 includes same-sex couples and step-parents.

### **3. ARTICLE 3 - UNION RECOGNITION**

- 3.1 The employer recognizes the union as the exclusive bargaining agent for all of its Employees.
- 3.2 No Employee will be required or permitted to make any kind of agreement with the employer or its representatives which may conflict with the terms of this agreement.

### **4. ARTICLE 4 - UNION SECURITY**

- 4.1 All present Employees, as a condition of employment, will remain union members in good standing. All new Employees will, as a condition of employment, become and remain members in good standing of the union within 30 calendar days of employment.
- 4.2 In the event that an Employee fails to comply with the provisions of Article 4.1 above, the employer shall forthwith terminate the employment of the Employee.

### **5. ARTICLE 5 - UNION RIGHTS AND UNION ACTIVITY**

- 5.1 The union will notify the employer in writing of the names of its representatives, including elected officers, Negotiating Committee members, and shop stewards.
- 5.2 Union representatives will have the right to conduct union business during working hours at employer's expense providing permission from the director or his/her designate has been obtained.
  - 5.2.1 Permission will not be unreasonably withheld.
  - 5.2.2 Federation business will receive priority.
  - 5.2.3 Union representatives are identified as the union executive officers, shop stewards, and members of union committees arising out of the collective agreement.
  - 5.2.4 Union business will be defined as the investigation and processing of grievances, attending negotiations and other union/management meetings, and administration of the collective agreement.
  - 5.2.5 The President and Vice-President shall be released with pay up to one day each week for union business and shall be replaced by either a part-time Employee or a Casual Employee at the employer's expense.
- 5.3 The union will be responsible for the full cost of salary and benefits for any other time off required to perform union duties.
  - 5.3.1 Such time off will require prior approval from the appropriate director or her/his designate.
- 5.4 The employer will provide the union with:
  - a. a list of Employees showing their names, addresses, classifications, and rates of pay on May 1 of each year, and will advise the union as changes occur;
  - b. a list of Employees' Seniority as of July 1 on July 31 of each year in both alphabetical and Seniority order;
  - c. notification of hirings, resignations, retirements, and deaths as they occur;
  - d. notification of discharges, suspensions, and written warnings before they occur;
  - e. copies of fringe benefit plan documents plus relevant correspondence received from carriers.
  - f. an up-to-date casual seniority list every 6 months. Any discrepancies or disputes arising out of the administration of this article will be dealt with through the grievance procedure in accordance to Article 10.

- 5.5 The employer will provide a 90cm x 90cm bulletin board in the staff room for the exclusive use of the union.
- 5.6 The union will have the right to use up to four (4) hours of Federation time per year to hold four membership meetings on Federation premises.
  - 5.6.1 Ten days notice for each meeting will be given by the union.
  - 5.6.2 The union will ensure that employer operations are not unduly interrupted.
- 5.7 The union will have the right to use employer facilities and support staff, to type, print, and prepare materials related exclusively to union activities provided the use of such facilities and support staff does not interfere with any operations of the employer.
- 5.8 The employer agrees that a union representative will be present during the initial orientation for newly hired Employees, for a period not to exceed one-half hour, to explain the functions of the union.
- 5.9 An employee covered by this agreement shall have the right to be accompanied by a union representative at any meeting, with management and/or with their supervisor, pertaining to discipline, performance evaluation or organizational change.
- 5.10 An Employee covered by this agreement will have the right to refuse to cross a picket line in connection with a labour dispute.
  - 5.10.1 Refusal to cross a picket line will not be considered grounds for disciplinary action and will not be deemed a violation of this agreement.
  - 5.10.2 Withholding pay for days on which Employees are absent due to their refusal to cross a picket line will not be regarded as discipline.
- 5.11 The Federation will grant leave of absence without pay to Employees who are appointed or elected to a Union office. The Employee who obtains this leave of absence shall return to her/his position, so long as the position still exists, and if not to another at the same salary pay grade, within thirty (30) calendar days after completion of her/his term of employment with the Union.
- 5.12 Local officers, shop stewards and other official union representatives shall have access to all Federation work areas in carrying out their regular duties after first notifying the supervisor of the applicable department.

## **6. ARTICLE 6 - CONTRACTING OUT**

- 6.1 The employer agrees to consult with the union about contracting out bargaining unit work. Consultation between employer and union representatives will begin prior to discussion of work methods with bargaining unit members.
- 6.2 The employer will open consultations with the union no less than 30 days prior to contracting work outside the bargaining unit, except in emergencies. During the consultations, the employer will provide in writing to the union the reasons for contracting out the particular work. The union may present to the employer in writing a position on any proposal to contract work outside the bargaining unit.
- 6.3 An emergency is an unforeseen event resulting in work which cannot be handled in the normal manner within the bargaining unit.
- 6.4 In the event that the employer contracts out bargaining unit work, union labour will be used, wherever possible.
- 6.5 No Employee, exclusive of persons on casual appointment, will be laid off or suffer a loss of pay, loss of pay grade, loss of regular salary increments or loss of negotiated salary increases as a result of contracting out bargaining unit work.
  - 6.5.1 The red-circling provisions contained in clause 18.7 shall apply.
- 6.6 There shall be no erosion of the bargaining unit's continuing positions due to contracting out.

## **7. ARTICLE 7 - CHECK OFF**

- 7.1 All Employees will be required to complete and sign a TFEU check-off form provided to the employer by the TFEU for dues deductions. A copy of this form will be sent to the union by the employer within 15 days of hiring.
- 7.2 The employer will deduct monthly union dues and forward the collected dues to the union not less than once a month with a written statement of names of the Employees for whom the deductions were made and the amount of each deduction.
- 7.3 The union shall provide the employer with the amounts of dues/levies to be deducted from Employees.
- 7.4 Upon receipt of a written release by the Employee, the employer shall furnish the Union with the Social Insurance Number of each Employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this

Agreement or after the Employee enters the employment of the Employer, whichever date last occurs.

## **8. ARTICLE 8 - RIGHTS PROVISIONS**

- 8.1 The employer will not discriminate against Employees with respect to terms or conditions of employment on the grounds of age, ancestry, family relationships, gender, marital or parental status, nationality, physical or mental disabilities, place of residence, political affiliation or activities, race, religion, sexual orientation, or union membership or activities.
- 8.2 The union and the employer recognize the right of all Employees to work in an environment free from any harassment, including sexual, and to be treated fairly in the workplace. The employer therefore shall endeavour at all times to provide a work environment where all employees are treated with respect and dignity.
- 8.2.1 For the purposes of this collective agreement, "sexual harassment" means any repeated and unwelcome sexual comment, look, suggestion, or physical contact that creates an uncomfortable working environment for the recipient; but may include a single sexual advance that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- 8.2.2 For the purposes of this collective agreement, harassment means behaviour which intimidates, threatens, or harries a member of the bargaining unit in such a way as to deny the member his/her dignity and respect, and cause offense, embarrassment, or humiliation.
- 8.3 The employer agrees that work of a private nature, requested by the administrative staff, will be performed by bargaining unit members on a voluntary basis.

## **9. ARTICLE 9 - MANAGEMENT RIGHTS**

- 9.1 The union recognizes the right of the employer to manage, direct, and control the affairs of the Federation; and the employer agrees not to exercise that right contrary to the terms of this agreement.

## **10. ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **10.1 Definition of Grievance**

10.1.1 A grievance will be defined as any dispute or controversy between the employer and the union or the employer and one or more of its Employees covered by this agreement in respect of any matter relating to working conditions specifically covered by this agreement; any matter involving the interpretation or application of any provision of this agreement; or any matter involving the alleged violation of any provision of this agreement, including a question as to whether or not a matter is arbitrable.

## 10.2 **Grievance Procedure**

### 10.2.1 Step 1:

- i. The union and/or an individual Employee may, in writing, submit a grievance to the Director of Human Resources or his/her designate not more than 15 working days following the time the Employee or the union could reasonably have become aware of the circumstances which are the subject of the grievance.
- ii. The Director of Human Resources or her/his designate will meet with the union prior to rendering her/his decision within 10 working days of receipt of the grievance.
- iii. Copies of the grievance and reply will be provided to the union and the employer.

### 10.2.2 Step 2:

- i. Failing satisfactory resolution of the grievance at step 1, the union or the employer may within 10 working days, submit the grievance to a joint committee consisting of two employer representatives and two union representatives. The joint committee shall render its decision not more than 20 working days from the date of submission to step 2.
- ii. The employer's representatives shall include the First-Vice President or her/his designate.
- iii. The First-Vice President will make every effort to designate a member of the Executive Committee when designating an alternate representative.

10.3 If the two parties are unable to resolve a grievance, such grievance, including any question as to whether any matter is arbitrable, will, within 30 working days, at

the instance of either party, be referred to arbitration, determination and award of a single arbitrator.

10.3.1 The arbitrator will be chosen on a predetermined basis from a list of arbitrators agreed to in advance by the union and the employer.

- a. Rod Germaine
- b. John Kinzie
- c. Judi Korbin
- d. Dave McPhillips

10.4 The decision of the arbitrator, made in writing in regard to any grievance referred to him or her, will be final and binding upon the employer and the union and the Employees concerned.

10.4.1 The parties will share equally the costs of the arbitrator.

10.5 The employer may initiate a grievance by submitting it, in writing, to the union which will have 10 working days to respond.

10.5.1 Failing satisfactory resolution of the grievance, it will be submitted to arbitration as described in clause 10.3.

10.6 Time limits in this article may be extended by the mutual agreement of the parties.

## **11. ARTICLE 11 - DISCHARGE AND DISCIPLINE**

11.1 No Employee will be disciplined or discharged without just cause.

11.2 An Employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action.

11.2.1 The Employee shall be accompanied by a union representative who will be advised in advance by management.

11.3 Employees will be notified in writing of the grounds for discipline or discharge.

11.3.1 The union will be sent a copy at the same time the Employee is notified.

11.4 The employer will provide the Employee with a copy of any written warning or adverse report affecting her/him.

11.4.1 Any reply by the Employee will become part of her/his record.

- 11.4.2 There shall be only one personnel file for each Employee. Only material related to the employment of an Employee will be filed in the personnel file.
- 11.5 Employees will have the right to request the removal of any written disciplinary reports or material from their personal file after 12 months if no further similar infraction occurs during that period.
- 11.6 Without prior notice, the Employee will have, upon request and in the presence of the personnel manager or designate, access to all her/his personnel files held by the BCTF with the right to include in the file any material, including written comment, pertinent to the contents of the file. The Employee may be accompanied by a Union representative.
- 11.6.1 Should the accuracy or relevance of an entire document, submitted by the employer, or part thereof be successfully disputed, the document, or part thereof, will be removed from the file and destroyed by the Employee concerned in the presence of both parties.
- 11.7 Where the employer is considering demotion or transfer of an Employee for failing to maintain satisfactory work performance the employer will:
- a. notify the Employee and the union that performance is unsatisfactory and disciplinary action is being considered;
  - b. provide the Employee and the union with reasons for the concern;
  - c. meet with the Employee, supervisor and union representatives to advise the Employee of standards that must be met and a timetable for meeting them;
  - d. where appropriate, remedial measures may include further training;
  - e. during the period of review, ongoing assessments of performance will occur monthly;
  - f. if at the conclusion of the review period the employer chooses to take disciplinary action, the grievance procedure will apply;
  - g. if disciplinary action results in a transfer appropriate training for the new position will be provided.

## **12. ARTICLE 12 - SENIORITY**

(Also refer to Article 2 – Definitions)

### **12.1 Tie Breaker**

- 12.1.1 If the Seniority of two or more Employees is equal, their greatest Seniority will be determined in the following order:
- a. the greatest continuous present employment,
  - b. the earliest date on the letter of appointment,
  - c. determination by lot on each occasion that a decision must be made.

## 12.2 **Bridging**

- 12.2.1 If a former Employee is re-employed in the bargaining unit within thirty-six months of her/his termination then her/his Bridged Seniority will be credited to the Employee on commencement of work.
- i. Bridgeable Service does not include any service before a break in service greater than thirty-six months except as provided in clause 12.4.

## 12.3 **Cancellation of Seniority**

- 12.3.1 An Employee loses Seniority on the earliest to occur of the following events:
- a. termination, including both retirement and the end of a layoff of either 24 or 30 months in accordance with 17.11;
  - b. acceptance of severance pay pursuant to this agreement;
  - c. while on layoff, declines two recalls to work pursuant to clause 17.11.

## 12.4 **Seniority Adjustment for Previous BCTF Employment**

- 12.4.1 Effective October 23, 2001 upon application Employees with previous verifiable employment with the BCTF will have their seniority adjusted for all past service where the break in service was three years or less.

# 13. **ARTICLE 13 – PERFORMANCE EVALUATION AND PROBATION**

- 13.1 Performance evaluations will be conducted:
- during the probation period,
  - at the request of the employee,
  - at the request of the employer where documentation or other evidence of performance problems supports the need for an evaluation.

- 13.2 A newly hired Continuing or Term Employee or an Employee with Bridged Seniority (as defined in Article 12.2) will be on probation for four (4) calendar months. The parties can extend the probationary period for up to two (2) additional months by mutual consent.
- 13.3 The probationary period will be extended by the number of days of absence due to illness in excess of the advanced sick leave entitlement of twenty days.
- 13.4 Employees on probation are entitled to apply for posted positions.

**14. ARTICLE 14 - PART-TIME, CASUAL AND TERM EMPLOYEES**

**14.1 Part-Time**

14.1.1 Part-Time Employees will receive all benefits of this agreement with the following exceptions:

- i. The employer will pay 100 per cent of the premium of health and welfare benefit plans for Part-Time Employees whose work week averages 14 hours or more but less than 35 hours per week.
- ii. The employer will pay 50 per cent of the premium of health and welfare benefit plans for Part-Time Employees whose work week averages less than 14 hours.
- iii. Coverage will be as for Full-Time Continuing Employees except as limited by agreements with health and welfare benefit plan carriers and by government legislation.

14.1.2 A Part-Time Employee will receive an annual vacation with pay, based on the percentage of their assignment, in accordance with her/his years of employment in accordance with the following schedule:

appointment to 3 <sup>rd</sup> year of employment	3 weeks
from 4 <sup>th</sup> to 9 <sup>th</sup> year of employment	4 weeks
from 10 <sup>th</sup> to 14 <sup>th</sup> year of employment	5 weeks
from 15 <sup>th</sup> year to 17 <sup>th</sup> year of employment	6.2 weeks
from 18 <sup>th</sup> to 20 <sup>th</sup> year of employment	6.4 weeks
from 21 <sup>st</sup> to 23 <sup>rd</sup> year of employment	6.6 weeks
from 24 <sup>th</sup> to 25 <sup>th</sup> year of employment	6.8 weeks
from 26 <sup>th</sup> year of employment	7 weeks

and bonus weeks, prorated on regular scheduled hours, as set out in Article 26.

14.1.3 Part-Time Employees whose work week averages 17 1/2 hours or more will be entitled to all statutory holidays as set out in clause 25.1 of this agreement. Where a holiday falls on a day that is not a regularly scheduled working day for an Employee, the Employee shall receive his/her next regularly scheduled working day as time off with pay.

14.1.3.1 For Employees whose work week averages less than 17 1/2 hours per week, eligibility for the holidays listed in clause 25.1 will be as set out in the Employment Standards Act.

14.1.4 Overtime will be calculated as set out in Article 24 - Overtime and Premium Pay except that part-time employees will be entitled to compensation for Sunday work as set out in Clause 24.6 for the hours of work that exceed their usual hours of work.

14.1.5 Sick leave will be accumulated at the rate of 12 hours per month.

14.1.6 Entitlement to personal leave will be prorated based on percentage of assignment, or 14 hours per year to a maximum accumulation of 44 hours, whichever is greater. A full-time employee converting to part-time will not lose any accumulation.

14.1.7 Full-time Employees converting to part-time will be considered as full-time Employees on partial leave of absence. Such part-time Employees will be entitled to purchase pension service up to the equivalent of full-time service. The Employee will be responsible for both the Employee and employer contributions for such purchases.

14.1.8 Part-time employees shall be offered extra hours within their own department, before casuals are called in, except in emergent circumstances. Extra hours will be divided equally, insofar as possible, among employees within the department who are willing, able, and available to perform the needed work.

## 14.2 **Term**

14.2.1 Full-Time Term Employees will be covered by all the provisions of this agreement except as limited by agreements with health and welfare benefit plan carriers and by government legislation.

14.2.2 Part-Time Term Employees will be covered by all the provisions of this agreement with the exceptions as outlined in clause 14.1.

- 14.2.3 Term Employees may apply for vacant continuing positions. Term Employees shall not be eligible to apply for or transfer to term positions except with the mutual agreement of the parties.
- 14.2.4 Term appointments may be made as follows:
- 14.2.4.1 To cover positions of temporary duration which have a pre-determined end date, for periods of up to one year; or, in the case of special projects, and by mutual agreement, to cover positions of longer duration than one year, with a specified end date;
  - 14.2.4.2 To cover positions made temporarily vacant by leaves for up to the period of the leave or combination of leaves by a single individual.
  - 14.2.4.3 Any further extensions of the above appointments shall be by mutual agreement of the parties. Where the union does not agree the appointment shall not be extended.
- 14.2.5 Term Employees shall accumulate service for the purposes of increments at the same pay grade worked prior to leaving the employer, provided there is no break in service of more than twenty-four (24) months.
- 14.2.6 Seniority for Term Employees will apply only to Article 15 - Job Postings, Promotions and Transfers.
- 14.2.7 An Employee whose term position ends shall be given a written reminder two weeks prior to the end of their term. Term Employees who successfully complete their term appointment will be placed on the Casual List at the Employee's request.
- 14.2.8 A Term Employee, who accrues thirty-six (36) months seniority, shall be converted to continuing Employee status.

### 14.3 **Casual**

- 14.3.1 Casual Employees cannot be removed from the casual list except:
- i. for just cause;
  - ii. when the Employee has not worked for the employer within the previous 12 months;

- iii. when the Casual Employee requests in writing to have their name removed from the casual list.

14.3.2 Casual Employees are covered only by those provisions in which they are specifically mentioned and the following:

Article 1	General Purpose
Article 2	Definitions
Article 3	Union Recognition
Article 4	Union Security
Article 5	Union Rights and Activities
Article 7	Check Off
Article 8	Rights Provisions
Article 9	Management Rights
Article 10	Grievance Procedure
Article 11	Discharge and Discipline
Article 12	Seniority
Article 15	Job Postings
Article 22	Hours of Work
Article 24	Overtime and Premium Pay
Article 29	Maternity/Pregnancy Leave
Article 42	Health and Safety
Clause 43.8	Staff Pension Plan
Article 47	Expenses
Article 48	Staff Training
Article 49	TFEU Education Trust Fund
Article 50	Duration
Appendix C	LOU – Parking
Appendix F	LOU – Retirees
Appendix G	LOU- Joint Committee – “Less than Minimum” Posting Process
Appendix J	Transit Subsidy

14.3.3 Casual Employees will accrue one day's Seniority for each day on which the Employee performs any bargaining unit work.

- i. All periods of casual employment after July 1, 1997 will count towards the bridging provisions of the collective agreement.
- ii. As of July 1, 1997, a Term Employee who becomes a Casual Employee will carry their Seniority with them.

14.3.4 Twenty (20) days shall be equivalent to one month's seniority and one month's service for purposes of increments, vacation entitlement, and other provisions of this agreement. No Casual

Employee shall accrue more than one month's seniority for any one calendar month.

- 14.3.5 Casual Employees are to be paid at a pay grade equivalent to the job classification of the work performed and at a step in accordance with the Casual Employee Wage Grid below.

Movement along the grid:

Casual Step 1 – Start Rate

Casual Step 2 – After completion of six (6) months seniority {three (3) months effective January 1, 2006}

Casual Step 3 – After completion of twelve (12) months seniority

Casual Step 4 – After completion of eighteen (18) months seniority

Casual Employee Wage Grid					
Effective January 1, 2007 to June 30, 2007					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
2	Base Casual	\$17.70	\$18.14	\$18.60	\$19.06
	Including Supp.	\$20.36	\$20.86	\$21.39	\$21.92
2A	Base Casual	\$18.80	\$19.27	\$19.75	\$20.25
	Including Supp.	\$21.62	\$22.16	\$22.71	\$23.28
3	Base Casual	\$19.83	\$20.33	\$20.83	\$21.35
	Including Supp.	\$22.20	\$23.37	\$23.96	\$24.56
4	Base Casual	\$22.43	\$22.99	\$23.57	\$24.15
	Including Supp.	\$25.79	\$26.44	\$27.10	\$27.78
5	Base Casual	\$25.50	\$26.14	\$26.79	\$27.46
	Including Supp.	\$29.33	\$30.06	\$30.81	\$31.58
6	Base Casual	\$29.10	\$29.83	\$30.57	\$31.34
	Including Supp.	\$33.47	\$34.30	\$35.16	\$36.04
7	Base Casual	\$33.32	\$34.15	\$35.01	\$35.88
	Including Supp.	\$38.32	\$39.28	\$40.26	\$41.26

Casual Employee Wage Grid					
Effective July 1, 2007 to June 30, 2008					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
2	Base Casual	\$18.34	\$18.80	\$19.27	\$19.75
	<b>Including Supp.</b>	<b>\$21.09</b>	<b>\$21.66</b>	<b>\$22.16</b>	<b>\$22.71</b>
2A	Base Casual	\$19.48	\$19.97	\$20.47	\$20.98
	<b>Including Supp.</b>	<b>\$22.40</b>	<b>\$22.96</b>	<b>\$23.54</b>	<b>\$24.12</b>
3	Base Casual	\$20.54	\$21.05	\$21.58	\$22.12

	<b>Including Supp.</b>	<b>\$23.62</b>	<b>\$24.21</b>	<b>\$24.82</b>	<b>\$25.44</b>
<b>4</b>	Base Casual	\$23.24	\$23.82	\$24.42	\$25.03
	<b>Including Supp.</b>	<b>\$26.73</b>	<b>\$27.39</b>	<b>\$28.08</b>	<b>\$28.78</b>
<b>5</b>	Base Casual	\$26.42	\$27.08	\$27.76	\$28.45
	<b>Including Supp.</b>	<b>\$30.38</b>	<b>\$31.14</b>	<b>\$31.92</b>	<b>\$32.72</b>
<b>6</b>	Base Casual	\$30.15	\$30.90	\$31.68	\$32.47
	<b>Including Supp.</b>	<b>\$34.67</b>	<b>\$35.54</b>	<b>\$36.43</b>	<b>\$37.34</b>
<b>7</b>	Base Casual	\$34.52	\$35.38	\$36.27	\$37.17
	<b>Including Supp.</b>	<b>\$39.70</b>	<b>\$40.69</b>	<b>\$41.71</b>	<b>\$42.75</b>

<b>Casual Employee Wage Grid</b>					
<b>Effective July 1, 2008 to June 30, 2009</b>					
<b>PAYGRADE</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>2</b>	Base Casual	\$18.89	\$19.36	\$19.85	\$20.34
	<b>Including Supp.</b>	<b>\$21.72</b>	<b>\$22.27</b>	<b>\$22.82</b>	<b>\$23.39</b>
<b>2A</b>	Base Casual	\$20.06	\$20.56	\$21.08	\$21.60
	<b>Including Supp.</b>	<b>\$23.07</b>	<b>\$23.65</b>	<b>\$24.24</b>	<b>\$24.84</b>
<b>3</b>	Base Casual	\$21.16	\$21.69	\$22.23	\$22.79
	<b>Including Supp.</b>	<b>\$24.33</b>	<b>\$24.94</b>	<b>\$25.57</b>	<b>\$26.21</b>
<b>4</b>	Base Casual	\$23.93	\$24.53	\$25.14	\$25.77
	<b>Including Supp.</b>	<b>\$27.52</b>	<b>\$28.21</b>	<b>\$28.91</b>	<b>\$29.64</b>
<b>5</b>	Base Casual	\$27.21	\$27.89	\$28.59	\$29.30
	<b>Including Supp.</b>	<b>\$31.29</b>	<b>\$32.07</b>	<b>\$32.88</b>	<b>\$33.70</b>
<b>6</b>	Base Casual	\$31.05	\$31.83	\$32.62	\$33.44
	<b>Including Supp.</b>	<b>\$35.71</b>	<b>\$36.60</b>	<b>\$37.52</b>	<b>\$38.45</b>
<b>7</b>	Base Casual	\$35.56	\$36.45	\$37.36	\$38.29
	<b>Including Supp.</b>	<b>\$40.89</b>	<b>\$41.92</b>	<b>\$42.96</b>	<b>\$44.04</b>

<b>Casual Employee Wage Grid</b>					
<b>Effective July 1, 2009 to June 30, 2010</b>					
<b>PAYGRADE</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>2</b>	Base Casual	\$19.46	\$19.95	\$20.45	\$20.96
	<b>Including Supp.</b>	<b>\$22.38</b>	<b>\$22.94</b>	<b>\$23.51</b>	<b>\$24.10</b>
<b>2A</b>	Base Casual	\$20.66	\$21.18	\$21.71	\$22.25
	<b>Including Supp.</b>	<b>\$23.76</b>	<b>\$24.35</b>	<b>\$24.96</b>	<b>\$25.59</b>

<b>3</b>	Base Casual	\$21.80	\$22.35	\$22.90	\$23.48
	<b>Including Supp.</b>	<b>\$25.07</b>	<b>\$25.70</b>	<b>\$26.34</b>	<b>\$27.00</b>
<b>4</b>	Base Casual	\$24.65	\$25.27	\$25.90	\$26.55
	<b>Including Supp.</b>	<b>\$28.35</b>	<b>\$29.06</b>	<b>\$29.78</b>	<b>\$30.53</b>
<b>5</b>	Base Casual	\$28.03	\$28.73	\$29.45	\$30.19
	<b>Including Supp.</b>	<b>\$32.23</b>	<b>\$33.04</b>	<b>\$33.87</b>	<b>\$34.71</b>
<b>6</b>	Base Casual	\$31.98	\$32.78	\$33.60	\$34.44
	<b>Including Supp.</b>	<b>\$36.78</b>	<b>\$37.70</b>	<b>\$38.64</b>	<b>\$39.60</b>
<b>7</b>	Base Casual	\$36.62	\$37.54	\$38.47	\$39.44
	<b>Including Supp.</b>	<b>\$42.11</b>	<b>\$43.17</b>	<b>\$44.24</b>	<b>\$45.35</b>

<b>Casual Employee Wage Grid</b>					
<b>Effective July 1, 2010 to June 30, 2011</b>					
<b>PAYGRADE</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>2</b>	Base Casual	\$20.04	\$20.54	\$21.05	\$21.58
	<b>Including Supp.</b>	<b>\$23.05</b>	<b>\$23.62</b>	<b>\$24.21</b>	<b>\$24.82</b>
<b>2A</b>	Base Casual	\$21.28	\$21.81	\$22.36	\$22.92
	<b>Including Supp.</b>	<b>\$24.47</b>	<b>\$25.08</b>	<b>\$25.71</b>	<b>\$26.35</b>
<b>3</b>	Base Casual	\$22.45	\$23.01	\$23.59	\$24.18
	<b>Including Supp.</b>	<b>\$25.82</b>	<b>\$26.46</b>	<b>\$27.12</b>	<b>\$27.80</b>
<b>4</b>	Base Casual	\$25.39	\$26.02	\$26.68	\$27.34
	<b>Including Supp.</b>	<b>\$29.20</b>	<b>\$29.93</b>	<b>\$30.68</b>	<b>\$31.44</b>
<b>5</b>	Base Casual	\$28.87	\$29.59	\$30.32	\$31.09
	<b>Including Supp.</b>	<b>\$33.20</b>	<b>\$34.03</b>	<b>\$34.88</b>	<b>\$35.75</b>
<b>6</b>	Base Casual	\$32.94	\$33.76	\$34.61	\$35.47
	<b>Including Supp.</b>	<b>\$37.88</b>	<b>\$38.83</b>	<b>\$39.80</b>	<b>\$40.79</b>
<b>7</b>	Base Casual	\$37.72	\$38.66	\$39.63	\$40.62
	<b>Including Supp.</b>	<b>\$43.38</b>	<b>\$44.46</b>	<b>\$45.57</b>	<b>\$46.71</b>

<b>Casual Employee Wage Grid</b>					
<b>Effective July 1, 2011 to June 30, 2012</b>					
<b>PAYGRADE</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>2</b>	Base Casual	\$20.56	\$21.07	\$21.60	\$22.14
	<b>Including Supp.</b>	<b>\$23.64</b>	<b>\$24.24</b>	<b>\$24.84</b>	<b>\$25.46</b>
<b>2A</b>	Base Casual	\$21.84	\$22.39	\$22.95	\$23.52
	<b>Including Supp.</b>	<b>\$25.12</b>	<b>\$25.74</b>	<b>\$26.39</b>	<b>\$27.05</b>

3	Base Casual	\$23.04	\$23.62	\$24.21	\$24.81
	<b>Including Supp.</b>	<b>\$26.50</b>	<b>\$27.16</b>	<b>\$27.84</b>	<b>\$28.53</b>
4	Base Casual	\$26.05	\$26.70	\$27.37	\$28.05
	<b>Including Supp.</b>	<b>\$29.96</b>	<b>\$30.71</b>	<b>\$31.47</b>	<b>\$32.26</b>
5	Base Casual	\$29.62	\$30.36	\$31.12	\$31.90
	<b>Including Supp.</b>	<b>\$34.06</b>	<b>\$34.91</b>	<b>\$35.79</b>	<b>\$36.68</b>
6	Base Casual	\$33.80	\$34.65	\$35.51	\$36.40
	<b>Including Supp.</b>	<b>\$38.87</b>	<b>\$39.84</b>	<b>\$40.84</b>	<b>\$41.86</b>
7	Base Casual	\$38.70	\$39.67	\$40.66	\$41.68
	<b>Including Supp.</b>	<b>\$44.51</b>	<b>\$45.62</b>	<b>\$46.76</b>	<b>\$47.93</b>

14.3.6 Casuals will receive a supplement equal to 15% of their hourly rate in lieu of all other provisions of this agreement.

14.3.7 Casual Employees will be entitled to paid statutory holidays as set out in clause 25.1 of this agreement. Eligibility for the holidays listed in clause 25.1 will be as set out in the Employment Standards Act.

14.3.8 Casual "call-in" Employees will have the right to refuse assignments offered.

14.3.9 A casual list will be maintained by management. The applicants on this list must possess the specific skills required to meet the requirements of the position that is vacant. Casual assignments will be allocated on a rotation basis whenever possible. The employer will endeavour to divide the casual work equally among those on the casual list who are actively seeking assignments and who possess the specific skills required. The employer will report monthly to the union the number of hours of work assigned to each Casual Employee.

14.3.10 Casuals having accumulated twenty (20) days of bargaining unit work will have the right to apply for internal postings.

14.3.10.1 All bargaining unit work in whatever capacity will be considered.

14.3.11 Casuals may be assigned to a position not exceeding four weeks of continuous work. Any extension will require approval of the union and such approval will not be unreasonably denied.

## 15. ARTICLE 15 - JOB POSTINGS, PROMOTIONS AND TRANSFERS

15.1 Within ten (10) working days of a position(s) becoming vacant, the Federation shall advise the union of its intentions regarding the vacated position(s).

If it is determined that the position is to be posted, the position will be posted on the bulletin board and on the web site, with notification by e-mail to all staff for a period of not less than seven (7) calendar days within fifteen (15) working days of the position becoming vacant.

15.1.1 A copy of all job postings will be sent to the union and to all Employees on any recall list. Where possible, the union will receive a copy prior to the date of posting.

15.1.2 All postings will include a copy of the job description for the positions prepared in accordance with the terms of reference of the Salary Determination Committee.

15.1.3 Positions of less than four weeks duration need not be posted.

15.2 Any Employee will have the right to apply for any posted vacancy except Term Employees as specified in clause 14.2.3.

15.2.1 A Continuing Employee who moves to fill a term position is entitled to return to the position he/she held prior to taking the term position, unless the position no longer exists, in which case the Employee shall be placed in a position at the same pay grade and step.

15.3 Internal applicants for posted vacancies will be appointed on the basis of ability, experience, qualifications related to the position as specified in the job description and Seniority. When the employer is making its selection and more than one applicant possesses the minimum qualifications specified in the job description for the position, Seniority will be the determining factor.

Minimum qualifications in respect of a position means a reasonable expectation, based on the training, education, experience or skills, of an Employee, that the Employee will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.

15.4 Before hiring from outside the Federation, the employer will fill vacancies from within the bargaining unit, providing Employees are available with the minimum qualifications as specified in clause 15.3. If subsequent to a posting the minimum qualifications are changed, the position must be reposted internally before hiring from outside the Federation.

15.5 The employer acknowledges that in matters related to hiring it will not make decisions in a manner which is arbitrary, discriminatory or in bad faith.

15.5.1 The employer will provide, on request, written reasons to an Employee for a decision to appoint another Employee, rather than her/him, to a position.

**16. ARTICLE 16 - POSTING OF EXPECTED LONG-TERM VACANCIES AS CONTINUING POSITIONS**

- 16.1 The parties agree to establish a joint committee to oversee the process on a case-by-case basis for filling long-term vacancies by adding continuing positions, while safeguarding both the rights of all Employees and management as laid out in the collective agreement.
- 16.2 The joint committee shall consist of two representatives of the Federation and two representatives of the Union.
- 16.3 The purpose of the joint committee shall be to make recommendations to the parties with respect to the posting of continuing positions in those circumstances where the incumbent Employee is on either long-term sick leave, supplemental employment insurance benefit, or long-term disability and the position in question is filled with either a term or casual Employee.
- 16.4 All recommendations must be by consensus.
- 16.5 A meeting of the joint committee shall be convened at the request of either party when an Employee has been absent for more than two years or where it is clear that the Employee will not be returning to work.
- 16.6 Where a position is filled on a term basis to replace a continuing Employee on long-term sick leave, a recommendation to post a position as continuing shall be made only when the following conditions have been met:
- 16.6.1 the joint committee is satisfied on the basis of appropriate medical evidence that the Employee does not have a reasonable prospect of a return to the job in question in the foreseeable future;
  - 16.6.2 the incumbent Employee has been contacted and provided with a review of their rights under the Collective Agreement, including accommodation responsibilities of all parties and the entitlements of the incumbent.
- 16.7 Regardless of the pay grade of the initial placement, the Employee shall be paid the same pay grade and step that applied to the Employee prior to the leave of absence. Provided that it is supported by medical and vocational assessment, the Employee must accept the first position of comparable pay grade for which they possess the minimum qualifications on the understanding that the Employee will

continue to be entitled to full collective agreement rights including the right to apply for any new postings. The parties recognize that to achieve such a placement, it may be necessary to waive the terms and conditions of the collective agreement with respect to job postings, promotions, and transfers. It is understood that in instances where the terms and conditions of the collective agreement have been waived, such instances shall be dealt with on a without prejudice basis and shall only be applicable to this article.

- 16.8 The parties agree to utilize the services of a qualified third party to assess medical information relevant to the decisions of the committee and to develop appropriate protocols for the treatment of confidential medical information.
- 16.9 The parties agree that any Employee that has been affected by a decision which the joint committee has made under the provisions of this article will retain all benefits resulting from those decisions.

## **17. ARTICLE 17 - TRANSFER, LAYOFF AND RECALL**

- 17.1 A layoff is defined as the issuance of a layoff notice to an Employee.
- 17.2 In the event of layoff, priority for retention will be given to Employees with the greatest Seniority provided they have the minimum qualifications necessary to perform the remaining bargaining unit work as specified in position job descriptions. An Employee who is bumped by a senior Employee in accordance with this article shall have all the rights set out in this article.
- 17.3 An Employee who has received a layoff notice will be given the opportunity to bump into any position at the same pay grade, provided he/she has greater accumulated Seniority than the incumbent in the position and provided he/she possesses the minimum qualifications necessary to perform the duties specified in the job description for the position. An Employee entitled to bump in accordance with this article shall advise the Director of Human Resources of his/her intention, in writing of which position they wish to bump into within five (5) working days. An Employee who declines the opportunity to bump into an available position at the same pay grade will have the option of going on the recall list as set out in clause 17.11. When no position at an equivalent pay grade is available the Employee may exercise the options specified in clause 17.4.
- 17.4 An Employee who has received a layoff notice and for whom there is not an available position at the same pay grade will be offered the opportunity to bump into any position at a lower pay grade provided he/she has greater accumulated Seniority than the incumbent in the position and provided he/she possesses the minimum qualifications necessary to perform the duties specified in the job description for the position. An Employee exercising this option will have his/her pay red-circled at his/her current pay rate. An Employee entitled to bump in

accordance with this article shall advise the Director of Human Resources of his/her intention, in writing, of which position they wish to bump into within five (5) working days. An Employee who declines the opportunity to bump into such a position will have the option of going on the recall list as set out in clause 17.11 or of receiving severance pay as set out in clauses 17.11.1 and 17.14.

17.5 An Employee who has received a layoff notice will be given the opportunity to bump into a position at a higher pay grade, if they presently hold or have previously successfully completed a term appointment in the position, or if there are no positions available at the Employee's pay grade, and provided he/she has greater accumulated Seniority than the incumbent in the position and provided he/she possesses the minimum qualifications necessary to perform the duties specified in the job description for the position. An Employee entitled to bump in accordance with this article shall advise the Director of Human Resources of his/her intention, in writing, of which position they wish to bump into within five (5) working days. An Employee who declines the opportunity to bump into a position will have the option of going on the recall list as set out in clause 17.11. When no position is available the Employee may exercise the options specified in clause 17.4.

17.6 The Employer shall notify the union that they are considering laying off Employees in the bargaining unit. The union shall be:

- a) Provided with the opportunity to make a presentation to the Executive Committee prior to any final decision on the layoff of Employees.
- b) Provided with the opportunity to meet with the Employer to discuss alternatives to layoff.

In the event that the employer decides to layoff Employees, the Employer shall notify the union of any such layoffs, specifying job titles and number of positions affected, at least two months prior to such layoffs taking effect.

In the event of layoff of Employees, the Employer shall canvass all Employees to invite:

17.6.1 Early retirement as provided for in Article 45 - Retirement Benefits;

17.6.2 Resignation with severance pay as provided for in Article 17 - Transfer, Layoff and Recall;

17.6.3 Job sharing as provided for in Article 23 - Temporary Job Sharing;

17.6.4 Part-time work as provided in Article 14.1;

17.6.5 Career Transition Plan.

- 17.7 The employer will give a minimum of two months' notice of layoff or pay in lieu thereof.
- 17.8 Employees who are laid off and whose services are required in the last month will be assisted in obtaining other employment by being given adequate time off with pay for job search and interviews and by being provided with reasonable and appropriate use of telephone and photocopy services and the use of employer word-processing equipment. The employer will pay for employment-related counseling services up to a maximum of five hundred dollars per Employee.
- 17.9 Employees who are laid off and whose assistance is not required during the last month of service (after notice has been served) will be allowed to leave to devote full time to looking for another position.
- 17.10 An Employee who obtains other employment during their last month of service will be able to leave after giving the employer a minimum of one day's notice. In this circumstance, pay will cease on the last day of active employment.
- 17.11 An Employee electing to go on the recall list shall remain on this list for a period of 30 months from the date of the layoff for Employees with ten (10) years seniority or more and 24 months for Employees with less than ten (10) years, and shall be offered any vacant position for which he/she possesses the minimum qualifications necessary to perform the position as specified in the job description for the position. An Employee refusing two positions at a pay grade equivalent to the position he/she held at the time of layoff shall be removed from the recall list. Offers will be made by the employer in order of Seniority.
- 17.11.1 An Employee on the recall list as a result of a layoff may elect to receive severance pay as outlined in clause 17.14 at any time before the Employee's right to re-engagement pursuant to clause 17.11 is lost. An Employee's right to recall is lost once the Employee elects to receive severance pay.
- 17.11.2 If, at the time of an offer of employment to an Employee who is on the recall list, the Employee would have been entitled to maternity, parental, elder care, education or adoption leave, declining this offer shall not be considered one of the two refusals as outlined in clause 17.11.
- 17.12 An Employee who is on the recall list pursuant to clause 17.11 shall receive the following benefits subject to carrier restrictions, of this agreement:
- 17.12.1 Medical Services Plan;
- 17.12.2 Extended Health Benefits;
- 17.12.3 Dental;
- 17.12.4 Life;
- 17.12.5 Employee Family Assistance Program;

17.12.6 Pension.

The full cost of these benefits will be paid by the employer.

- 17.13 An Employee who has transferred to another position as a result of receiving a layoff notice or who has been previously recalled to employment in the bargaining unit from the recall list will be given first opportunity to return to his/her former position if it becomes vacant or is reinstated within 15 months of the date of the layoff notice. The rights specified in this clause take precedence over all Seniority provisions of Article 17.
- 17.14 An Employee electing to receive severance pay will receive one month of salary for every year of Seniority and one-half month of salary, for a portion of a year of Seniority, based on the current rate of pay for her/his previous position, pro-rated for part-time, except as follows. Where an Employee has taken a job sharing arrangement pursuant to clause 17.6, their severance pay will be based on their salary prior to the job share. Seniority accrued during periods on the recall list shall not be included in the calculation for severance pay.
- 17.14.1 An Employee who receives severance pay pursuant to this article and who is subsequently rehired by the employer, shall retain the severance payment. In such a case, for purposes only of any future severance pay under clause 17.14, the calculation of Seniority shall commence with the date of such rehiring.
- 17.15 The employer shall notify the union that it is considering reducing the number of continuing positions in the bargaining unit. The union shall be provided with the opportunity to make a presentation to the Executive Committee prior to any final decision on reduction of staff. In the event that the employer decides to reduce the number of continuing positions, the employer shall notify the union of any such reduction, specifying job title and number of positions affected, at least two months prior to such reduction taking effect.
- 17.15.1 Each Employee affected by elimination of positions shall have the right to be accompanied by a union representative at all meetings regarding their position and their options.
- 17.16 As a direct result of a layoff or attrition no Employees shall have their regular workload increased beyond a reasonable level.

**18. ARTICLE 18 - ORGANIZATIONAL CHANGE**

- 18.1 Organizational change means changes introduced by the employer in the manner in which it carries out its operations and services where such changes significantly affect the terms and conditions or security of employment of any

member of the bargaining unit or alter significantly the basis on which this agreement is negotiated. Organizational change shall be carried out in a manner consistent with clause 17.15.

- 18.2 The employer will notify and seek advice from the union and Employees affected at least one month prior to the implementation of organizational change involving divisional restructuring initiated by decisions of the Executive Committee. Such notice shall be in writing and include the nature of the change. The employer will notify and seek advice from the union and Employees affected prior to the implementation of other organizational change.
- 18.3 In cases involving only a physical rearrangement of work areas, the employer agrees to consult with Employees with respect to work area requirements and expectations.
- 18.4 Prior to any reassignments of Employees resulting from an organizational change, work groups will be identified and drafts of job descriptions that generally outline tasks of division members will be provided to the union for feedback.
- 18.5 The employer will not initiate organizational change for the purpose of eroding the skill or salary content of the bargaining unit. No Continuing Employee shall suffer a loss of pay as a result of organizational change.
- 18.6 An Employee who requires training in order to meet the demands of her/his job as a result of organizational change shall be provided with this training by the employer at the employer's cost and during working hours.
  - 18.6.1 Such training shall be provided as soon as possible after the organizational change occurs.
  - 18.6.2 If training cannot be arranged internally during normal working hours, the affected Employee has the right to seek and have the employer pay for training from another source. Such training shall be the subject of mutual discussion by the Employee and the employer. An Employee taking external training outside of her/his normal working hours will receive time off in lieu.
- 18.7 In the event that organizational change leads to the red-circling of existing Continuing Employees, the Employee will not receive a salary increase until the pay grade below her/his current pay grade reaches the rate of pay which he/she is currently receiving.
  - 18.7.1 If, after a period of three years from the date of red-circling, the rate for the new pay grade the Employee was assigned has not reached the rate which he/she is currently receiving, the Employee shall be entitled

thereafter to the average percentage increases applied to the TFEU pay scale and to increments.

18.7.2 If an Employee who is red-circled wishes to take a severance package, the union shall negotiate and ratify the package on her/his behalf either:

- a. at the time of the announcement of red-circling being made to her/him; or
- b. within six months of the effective date of red-circling.

18.7.3 An Employee who has been red-circled and who applies under Article 15 - Job Postings, Promotions and Transfers, and who meets the minimum qualifications for a term or continuing position, up to and including her/his former pay grade, will be given the position notwithstanding the Seniority provision in clause 15.3. This priority access shall be limited to one term and one continuing position only.

- i. In the event that two red-circled Employees apply for the same position, the Employee who has been red-circled for the longer period of time and who meets the minimum qualifications will be given the position.
- ii. Seniority will be the determining factor when two Employees are applying for a position and both have the minimum qualifications and both have been red-circled for the same period of time.

18.7.4 Employees who have been red-circled shall have the opportunity for employer-paid training to a maximum of \$1,800 to:

- a. increase access to positions within the bargaining unit; and/or
- b. to obtain career transition counseling and subsequent training.

## **19. ARTICLE 19 - TECHNOLOGICAL CHANGE**

19.1 Technological change is defined as change introduced by the employer in the areas of automation or equipment used, where such change significantly affects the terms, conditions and/or security of employment of bargaining unit members or alters significantly the basis upon which this agreement is negotiated.

19.2 Where possible, the employer will provide the union with three months' notice in writing of its intention to introduce technological change as defined in clause 19.1. Such notice shall include information about the nature of the change and

the proposed date of implementation. Technological change will be carried out in a manner consistent with clause 17.15.

- 19.3 Where notice of technological change is given or an intention to proceed with such change is conveyed to the union, the union and the employer will attempt to reach agreement through negotiation.
- 19.4 In the event that the union and the employer fail to reach agreement under clause 19.3, within 60 days of the union's receipt of notification of the employer's intention to proceed with technological change, the two parties will refer the issue to arbitration within 21 calendar days of failure to agree.
- 19.5 Technological change will not be introduced by the employer until the matter is resolved by agreement through negotiation or by arbitration.
- 19.6 No continuing Full or Part-Time Employee shall suffer loss of employment or reduction of pay as a result of technological change.
  - 19.6.1 The red-circling provisions contained in clause 18.7 shall apply.
- 19.7 If the introduction of technological change necessitates retraining of an Employee:
  - 19.7.1 Such retraining shall be provided by the employer at the employer's cost and during working hours. The retraining shall begin as soon as possible after technological change has occurred and not later than three months from the date of request by the affected Employee.
  - 19.7.2 If the retraining cannot be arranged internally during normal working hours, the affected Employee has the right to seek and have the employer pay for retraining from another source. Such retraining shall be the subject of mutual discussion by the Employee and the employer. An Employee taking external training outside of her/his normal working hours will receive time off in lieu.
  - 19.7.3 The course or program of retraining will be the subject of mutual discussion by the Employee and the employer. The final approval of the program or course, including the length of retraining, will be subject to approval by the employer.
- 19.8 Any Continuing Employee who requires training in new technology in order to meet the demands of his/her job shall be provided with this training by the employer. The employer shall pay the cost of such training and shall provide it during working hours. Training shall be provided as soon as possible after technological changes occur and not later than three months from the date of request by the affected Employee.

- 19.9 When technological change as defined in clause 19.1 is introduced (including computers), appropriate equipment, furniture and lighting shall be provided. Users directly affected shall be consulted prior to the preparation of a capital budget for these items.
- 19.10 The employer shall recognize two representatives of the union as the technological representatives who may, at the union's request, represent the union on the Technology Workgroup and the Technology Policy Committee.
- 19.10.1 The technological representative shall function as an officer of the TFEU, and carry out the normal function of a steward with authority to represent the union on matters arising out of this agreement and issues, disputes, and grievances arising out of the introduction of technological change.
- 19.10.2 The TFEU's representation on these bodies shall not be less than that accorded to the CEP/ASU.
- 19.10.3 The employer shall endeavour to give the union a minimum of seven days notice of Technology Policy Committee meetings and at the time of notice shall provide the union with all pertinent background information.

## **20. ARTICLE 20 - SALARY DETERMINATION**

- 20.1 Job classification and salary determination shall be as set out in the Plan, Maintenance Agreement and Manual approved by the parties in November, 1989 and as attached as Appendix I of this agreement.
- 20.2 The employer and the union, through a joint committee, shall continue to monitor the procedures for job definition, classification and evaluation, and salary determination, and to study alternative systems of salary determination.
- 20.3 **Promotions**
- 20.3.1 Where an Employee is promoted to a position that is one pay grade higher than her/his current pay grade, the Employee will move to the first pay step in the next pay grade providing an increase over her/his former rate of pay. The increment timetable will be maintained per clause 20.4 in the case of such promotions.
- 20.3.2 Where an Employee is promoted to a position that is two or more pay grades higher than their current pay grade, the Employee will move to the pay step that would provide an increase over the pay step that they

would have progressed through in a one pay grade movement. Subsequent increments will be maintained per clause 20.4 in the case of such promotions.

## 20.4 Movement along Salary Scale

### 20.4.1 Normal

- i. Start on step 1
- ii. Three months after step 1, step 2
- iii. Nine months after step 2, step 3
- iv. Nine months after step 3, step 4
- v. Total period to maximum 21 months.

### 20.4.2 When negotiation necessary (with incoming Employee)

- i. Negotiable range to and including step 3 only.
- ii. Factors permitting higher than step 1 placement include:
  - a. Experience directly applicable to position applied for.
  - b. Proposed starting salary will not cause inequities among incumbent Employees within the same department.
  - c. Applicants under consideration will not be attracted by normal starting salary.

## 21. ARTICLE 21 - BONUSING

21.1 Where an Employee is on leave or absent and, as a consequence, (an) other Employee(s) is/are assigned an increased workload for 28 consecutive hours or more, the Employee(s) shall receive a bonus payment of one full grade additional to his/her existing grade retroactive to the first day the increased workload was undertaken.

The following conditions apply:

- a. The duties assigned must be those of an Employee who is on leave or absent and has not been replaced by a Casual Employee;
- b. The Employee(s) may refuse the assignment from the twenty-ninth hour onward and shall receive the bonus for the entire period the additional duties were performed;
- c. No bonus will be paid for an assignment of less than 28 hours (in the case of a 9/10 work schedule bonusing will be paid on an average work week of 35 hours).

- 21.1.1 In exceptional circumstances, where special assignment is required, the employer, after consultation with the union, may grant a bonus of one grade other than as specified in clause 21.1.
- 21.1.2 Bonusing assignments will be divided equally, insofar as possible, among the Employees who are willing and able to perform the assigned work.

## **22. ARTICLE 22 - HOURS OF WORK**

- 22.1 The normal weekly hours of work shall be 35 hours a week except in the months of July and August during which the normal weekly hours of work shall be 31 hours a week. The work week for persons employed as summer relief staff will average 35 hours per week and they will be paid at straight time rates for the first 35 hours.
- 22.2 Employees are entitled to two 15-minute coffee breaks per day. These breaks are considered to be time worked.
- 22.3 The employer supports the concept of modified work schedules, and will make or accept such proposals when they will have a positive effect on operations. Such proposals shall be in writing and the employer shall provide reasons in writing within three (3) weeks for accepting or rejecting the proposal. The employer shall not unreasonably deny such proposals.
- 22.4 No Employee shall have their hours of work changed without two (2) weeks notice.

## **23. ARTICLE 23 - TEMPORARY JOB SHARING**

- 23.1 Job sharing is defined as the work of one full-time position temporarily performed by two bargaining unit members.
- 23.2 The employer and the union support the concept of job sharing as a means of improving the work environment and staff morale and as a positive alternative to staff layoff.
- 23.3 Before proceeding with layoffs, the employer shall solicit job sharing proposals from the union to minimize the loss of bargaining unit positions. In addition, the employer will make job sharing proposals or accept such proposals from the union when and wherever the nature of proposed new work assignments furthers the objectives set out in clause 23.2. Where an Employee wishes to job-share and

has not found a job-sharing partner, the employer will assist by posting the other portion of the Employee's job for five working days.

- 23.4 The employer and the union will respond to job sharing proposals within 15 working days of receipt of such proposals.
- 23.5 Benefit entitlements for participants in job sharing arrangements will be the same as for Part-Time Employees. The employer will ensure that bargaining unit members investigating job sharing are aware of the implications on benefit coverage for the benefits set out in Article 43 - Health and Welfare Benefits and Plans. Vacation pay will be as set out in clause 14.1.
- 23.6 Any job shared by two bargaining unit members shall revert to full-time status after one year, or a longer period agreed by the parties, unless formally renewed by the union and the employer in consultation with the Employees involved. If one participant to a job sharing arrangement quits, terminates or is laid off, the job sharing arrangement shall be reviewed by the Employees involved, the employer and the union. If all of these parties cannot reach consensus on a method for continuing the job sharing arrangement, the job in question shall immediately revert to full-time continuing basis.
- 23.7 Notwithstanding clause 23.2, the employer retains the right not to enter into job sharing arrangements when such arrangements can be expected to affect adversely operations or services to BCTF members.

## **24. ARTICLE 24 - OVERTIME AND PREMIUM PAY**

- 24.1 The employer will endeavor to keep overtime to a minimum and to meet requirements on a voluntary basis. Overtime work will be divided equally, insofar as possible, among the Employees who are willing and able to perform the work that is available within a reasonable time. Overtime requirements will be met on a voluntary basis except in the event of urgent situations, in which case, the employer has the right to assign the work. For overtime in excess of two consecutive hours, Employees will be given 24 hours notice, except in emergency situations.
- 24.2 An emergency is an unforeseen event resulting in work which cannot be handled in the normal manner within the bargaining unit.
- 24.3 When the working of overtime requires that an Employee incur additional childcare costs, the employer shall reimburse the Employee for such costs.

- 24.4 For the purposes of this article a work day will average seven (7) hours; a work week will average thirty-five (35) hours except that during the months of July and August, a work week will average thirty-one (31) hours. A week will be the seven-day period commencing Saturday midnight.
- 24.5 Overtime will be paid on a daily basis, at a rate of one-and-one-half times the hourly rate for the first two hours and double time thereafter, or time off shall be granted at a rate of one-and-one-half times the time worked for the first two hours and double time thereafter.
- 24.6 Compensation for Sunday work will be double time, provided that the total number of hours worked in the week exceeds 35 or, if during July and August, the total number of hours worked in the week exceeds 31, or if the employee is working part-time for the hours a part-time employee works in excess of their usual hours of work.
- 24.7 The accumulation of time off for overtime compensation cannot exceed a maximum of 70 hours.
- 24.8 Compensation for meals during overtime will be in accordance with the policy of the employer regarding expenses.
- 24.8.1 An allowance for dinner will be payable to an Employee upon completion of at least two hours overtime.
- 24.8.2 Where an Employee is required to work overtime on either Saturday, Sunday or on a statutory holiday, the employer will pay expenses as follows:
- a. for a period of more than three hours an allowance for lunch and
  - b. if the overtime is worked beyond 6:00 p.m. an allowance for dinner.
- 24.9 If an Employee does not have private transportation and works later than 6:00 p.m., the employer will pay her/his taxi fare home, if requested.
- 24.10 The employer will pay a shift differential of \$1.06 per hour to any Employee who works on afternoon or graveyard shifts. This amount will be increased by a percentage equivalent to the negotiated average increase when the salary scale is increased. Effective January 1, 2006 the shift differential for janitors on the afternoon shift will be considered to be part of the employee's normal rate, and to be pensionable earnings, and will be applied to all paid time including sick leave, vacation, etc., and will be reflected in the grid in a new category Pay Grade 2(a).

- 24.10.1 Afternoon and graveyard shifts are defined as shifts for which the majority of the regularly scheduled working hours are outside of 9:00 a.m. and 5:00 p.m.
- 24.11 The Employer shall maintain a record of all overtime hours worked and the union will have access to this record on request.
- 24.12 An Employee who works on a holiday as described in clause 25.1 will be paid at double her/his regular rate of pay or will receive two days off with pay, if applicable, as specified in clause 24.5.
- 24.13 Employees called in to work on regularly scheduled days off, or vacations, or called back to work outside their regular working day, shall receive a minimum of 4 hours pay at overtime rates.
  - 24.13.1 Employees called in to work shall receive one hour travel time at overtime rate of pay.
  - 24.13.2 A call in occurs when an Employee on a scheduled day off, vacation or after normal working hours is required to report to work.
  - 24.13.3 Employees called in to work on the weekend shall be eligible to claim mileage in accordance with Clause 47.1.3.
- 24.14 Standby Premium
  - 24.14.1 Where Employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated in accordance with the following:
  - 24.14.2 The employer will pay a bonus of \$40.00 weekly to Employees who are designated and assigned to respond to calls for assistance beyond the regularly scheduled BCTF building hours.
  - 24.14.3 Duly assigned Employees shall also receive overtime pay for the actual hours that they work away from the BCTF building in responding to such calls with minimum pay to be one hour of overtime. All calls are to be recorded and logged in and the applicable overtime hours are to be submitted on the Employee's overtime sheet.
  - 24.14.4 Duly assigned Employees will be required to wear a pager, supplied by the employer, while on standby duty.
- 24.15 Allowances
  - 24.15.1 *PhD Allowance*

Effective July 1, 2007, \$3,000.00 per annum for PhD degree related to designated assignment.

24.15.2 *Master's Allowance*

Effective July 1, 2007, \$1,800.00 per annum for Master's degree related to designated assignment. Only one Master's Allowance will be paid per applicable employee.

**25. ARTICLE 25 - HOLIDAYS AND HOLIDAY PAY**

25.1 The employer agrees to grant the following paid holidays: New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Where any of the above-noted holidays fall on a Saturday or Sunday, the employer will designate the preceding Friday or following Monday to be a holiday for the purpose of this agreement.

**26. ARTICLE 26 - VACATIONS AND VACATION PAY**

26.1 An Employee will receive an annual vacation with pay in accordance with her/his years of employment, based on the following rate:

appointment to 2 <sup>nd</sup> year of employment	15 days
from 3 <sup>rd</sup> to 9 <sup>th</sup> year of employment	20 days
from 10 <sup>th</sup> to 14 <sup>th</sup> year of employment	25 days
from 15 <sup>th</sup> to 17 <sup>th</sup> year of employment	31 days
from 18 <sup>th</sup> to 20 <sup>th</sup> year of employment	32 days
from 21 <sup>st</sup> to 23 <sup>rd</sup> year of employment	33 days
from 24 <sup>th</sup> to 25 <sup>th</sup> year of employment	34 days
from 26 <sup>th</sup> year of employment	35 days

26.2 If a paid holiday falls on or is observed during an Employee's vacation period, he or she will be granted an additional day's vacation.

26.3 All Employees may carry over up to three weeks (15 working days) of annual vacation during any vacation year. Annual vacation carried over, under this clause, is not cumulative and must be taken within the next vacation year immediately following the year in which it was earned.

26.4 When an Employee falls ill or is injured while on vacation, the Employee will draw on her/his accumulated sick leave entitlement and her/his vacation entitlement for the period of illness will be rescheduled.

- 26.5 When an Employee who has previously terminated her/his employment with the employer is rehired within three (3) years, that person's previous vacation rate with the employer prior to the earlier termination will be reinstated.
- 26.6 Upon termination an Employee's vacation entitlement will be prorated. The Employee will compensate the employer for all vacation days taken but not earned.
- 26.7 One (1) bonus week will be provided to Employees between the 14<sup>th</sup> and 19<sup>th</sup> years; two (2) bonus weeks between the 19<sup>th</sup> and 24<sup>th</sup> years; three (3) bonus weeks between the 24<sup>th</sup> and 29<sup>th</sup> years, and four (4) bonus weeks between the 30<sup>th</sup> year and retirement.
- 26.7.1 Notwithstanding Article 26.3 unused bonus week vacation days may be carried forward.
- 26.8 Annual vacation may be taken at any time during the year provided approval is given by the department head or supervisor on the basis that service will not be impaired and a minimum of substitution will be required. An Employee's vacation request shall not be unreasonably denied.
- 26.8.1 Subject to the provisions of Article 26.1 an Employee will have the right to request at least four weeks of consecutive uninterrupted vacation.

## **27. ARTICLE 27 - SICK LEAVE**

- 27.1 All Full-Time Continuing Employees are entitled to a sick leave bank of 20 days per year with no maximum accumulation. Except as specified in clause 27.2 the 20 days entitlement shall be added to the Employee's previous accumulation on his/her anniversary date.
- 27.2 Twenty days (140 hours) sick leave shall be advanced to each Full-Time Continuing Employee on commencement of employment. This is not in addition to clause 27.1.
- 27.3 In addition to the entitlement specified in clause 27.1, all Full-Time Continuing Employees shall be entitled to additional sick leave coverage up to but not exceeding 24 days (168 hours). This sick leave supplement of up to 24 days may be used in whole or in part following exhaustion of regular sick leave entitlements but is not renewable.
- 27.4 After an Employee is absent six (6) consecutive days due to illness or injury, the employer may require a MSP-recognized health practitioner's certificate at the employer's expense stating the expected date of return.

- 27.5 The employer's share of the costs of the benefit package, Article 43 - Health and Welfare Benefits and Plans, shall be paid by the employer during the period of time a person is collecting employment insurance sick leave benefits and long-term disability benefits.
- 27.6 Sick leave shall be considered as employment with the employer for all purposes.
- 27.7 When an Employee who has previously terminated her/his employment with the employer is rehired within three (3) years, that person's sick leave entitlement as of the date of her/his previous termination will be reinstated.
- 27.8 Where an Employee receives benefits under the Sick Leave Plan or the Long-Term Disability Salary Continuance Plan and receives benefits for the same period of disability under the Workers' Compensation Act, the Employee shall reimburse the amount of benefits paid under either plan to the employer.
- 27.8.1 Where an Employee becomes disabled as a result of an accident where a third party is responsible, the Employee shall repay, out of any recovery for lost wages from the third party, all monies paid out by the Sick Leave or Long-Term Disability Plans on account of such disability, up to but not exceeding the full amount of such recovery from the third party or the amount of benefits received by the Employee hereunder on account of such disability, whichever is the lesser; provided that if in the final disposition of any such claim against the third party, whether by judgment or negotiated settlement of such claim there is found or determined to be a division of liability between the Employee and the third party, the Employee shall only be obliged to repay to the employer the same percentage of the lesser of such recovery or the amount of benefits as the percentage of fault ascribed to the said third party.
- 27.8.2 Where an Employee's disability period arises out of an accident where a third party is responsible, and where, in the opinion of the employer, a valid claim exists, the employer shall be subrogated to the Employee's claim and the Employee will enter into and execute an assignment of all right of action, sufficient for the employer to carry on the suit or action in the Employee's place and stead, and the Employee shall give such evidence and render such assistance at the trial or otherwise as may be necessary to prosecute the action successfully.
- 27.8.3 Upon full reimbursement to the employer of all monies paid as a result of disability as referred to in clause 27.8.1 and 27.8.2. above, the employer will ensure the Employee has all the rights and entitlements under the plans reinstated as though the absence had not occurred.

- 27.9 Absence from work due to infrequent medical or dental appointments shall not be deducted from sick leave entitlement. "Infrequent" shall be defined as no more than three medical/dental visits per month.
- 27.10 Employees are entitled to take up to ten (10) days per year from their sick leave entitlement to cover absences due to family illness.
- 27.11 Where an Employee is unable to work their regular assignment due to illness or injury, the Employee's assignment may be reduced and/or changed accordingly by mutual agreement for a specified period of time and the Employee may draw on their sick leave entitlement, EI sick leave, or LTD benefits to cover loss of income.
- 27.12 The employer, the union and the Employee will use reasonable measures to accommodate an Employee returning to work from long-term sick leave of six months or more.
- 27.13 The parties agree to establish a joint committee to review workplace accommodation plans pertaining to Employees with disabilities requiring workplace accommodations.
- 27.14 The joint committee shall consist of up to two representatives of the Federation and up to two representatives of the Union.
- 27.15 A meeting of the joint committee shall be convened:
- 27.15.1 when an accommodation plan requires review,
  - 27.15.2 when an Employee on long-term sick leave provides medical support for partial or full-time return to work to ensure that appropriate accommodation measures are in place.

**28. ARTICLE 28 - SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT PLAN - SICK LEAVE**

- 28.1 Supplemental Employment Insurance Benefit Plan - Sick Leave will take effect when an Employee has applied for and is in receipt of employment insurance sick leave benefits to a maximum of seventeen weeks.
- 28.2 Supplemental Employment Insurance Benefit Plan - Sick Leave will be paid to the Employee by the employer, during the period of receipt of Employment Insurance Sick Leave benefits.
- 28.3 The employer undertakes to file the plan with the Commission, Human Resources Development Canada, in accordance with the requirements of Subsection 37(2) of the Employment Insurance Regulations.

- 28.3.1 In accordance with paragraph 37(2)(g) of the Employment Insurance Regulations, any amendment to the Supplemental Employment Insurance Benefit plan will be submitted within 30 days after the effective date of the change.
- 28.3.2 In accordance with paragraph 37(2)(e) of the Employment Insurance Regulations, the plan is financed by the employer and will keep separate accounts for those payments.
- 28.4 During the employment insurance waiting period, the Employee shall be entitled to the following benefit: 85% of the Employee's regular pay.
- 28.5 Each subsequent week's benefit requires receipt of employment insurance and shall be equivalent to 85% of the Employee's regular weekly pay less employment insurance benefit during the period of medical leave.
- 28.5.1 It is understood that, in any week, the total amount of supplemental employment insurance benefit entitlement, employment insurance benefits and any other earnings received by the Employee will not exceed 85% of her/his regular pay pursuant to clause 28.4.
- 28.6 Qualification for this benefit would expire if:
- a. the Employee returned to work, or
  - b. the Employee resigned, or
  - c. the Employee was no longer on leave due to medical reasons, or
  - d. the Employee was no longer eligible for employment insurance benefits.
- 28.7 Supplemental Employment Insurance Benefits shall be based on the Employee's last monthly salary on the last day he/she worked.
- 28.8 The union and the employer will review the operation of the Supplemental Employment Insurance Benefit Plan - Sick Leave if the law related to this plan changes during the life of the contract.
- 28.9 Employees do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- 28.10 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- 28.11 The changes to the existing SEIB Plan are subject to regulatory approval.

## **29. ARTICLE 29 - MATERNITY/PREGNANCY LEAVE**

- 29.1 Upon request a pregnant Employee shall be granted a leave.
- 29.1.1 The leave will begin no earlier than twelve (12) weeks before the expected birth date and be no more than fifty-two (52) weeks.
- 29.1.1.1 In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the Employee shall be entitled to up to twenty (20) weeks leave.
- 29.1.1.2 The request for leave must:
- a. be in writing to the employer;
  - b. if made during the pregnancy, be given at least four (4) weeks before the day the Employee proposes to begin leave; and
  - c. if required by the Employer, be accompanied by a medical certificate stating the expected or actual birth date or the date the pregnancy terminated.
- 29.2 An Employee taking maternity/pregnancy leave is entitled to return to the position she held prior to taking leave, so long as the position still exists, and if not, to another at the same salary grade and step.
- 29.3 An Employee taking maternity/pregnancy leave will notify the employer, in writing, two weeks prior to returning to work.
- 29.4 The employer will continue to pay its share of all benefit premiums during maternity/pregnancy leave and will make arrangements for the Employee to make payment of long-term disability premiums.
- 29.5 Maternity/pregnancy leave will be considered as employment with the employer for the purposes of seniority, salary increments, annual vacation and sick leave entitlement.
- 29.6 If the Employee is unable to return to work at the end of the maternity/pregnancy leave because of ill health, she will provide the employer with an acceptable medical certificate and then will be entitled to draw on her accumulated sick leave entitlement if there is any to her credit.
- 29.7 When an Employee is absent from duty due to illness arising from pregnancy she will advise the employer as early as possible of the date when she will be able to return to work. The employer agrees to provide the same position held by the Employee prior to taking leave, so long as the position still exists and, if not, to

another position at the same pay grade and step, not more than one month from the date the Employee served notice that she would be able to return to work.

- 29.8 When an Employee wishes to return to work prior to the end of the maternity/pregnancy leave agreed to, the employer will endeavour to provide a position.
- 29.9 Supplemental Employment Insurance Benefits shall be available pursuant to Article 31 – Supplemental Employment Insurance Benefit Plan – Maternity/Pregnancy, and Parental Birth/Adoption Leave.

### **30. ARTICLE 30 - PARENTAL BIRTH/ADOPTION LEAVE**

- 30.1 Upon request a Continuing Employee or a Term Employee with a minimum of 12 months seniority who is adopting a child or who is a father/parent shall be granted a parental birth/adoption leave.
  - 30.1.1 The leave shall begin:
    - 30.1.1.1 within the period between 12 weeks prior to a child's birth or a child being placed and 52 weeks after the child's birth or the child being placed with the adoptive parent, and be no more than 52 weeks;
    - 30.1.1.2 in the case of a father/parent following the birth of the child and within the 52-week period after the birth date of the new born child, and
    - 30.1.1.3 in the case of an adopting parent, following the adoption of the child and within the 52-week period after the date the adopted child comes into the actual care and custody of the parent.
  - 30.1.2 An Employee's request must be made at least 4 weeks, if possible, before the day specified in the request as the day on which the Employee proposes to commence parental birth/adoption leave, and be accompanied by:
    - i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child; or
    - ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- 30.2 Parental birth/adoption leave under clause 30.1 will be considered as employment with the employer for all purposes of this agreement.

- 30.2.1 An Employee is entitled to return to the position he/she held prior to taking leave, so long as the position still exists, and if not, to another at the same salary grade and step.
- 30.2.2 An Employee taking parental birth/adoption leave will notify the employer, in writing, one month prior to returning to work.
- 30.2.3 The Employer will continue to pay its share of all benefit premiums during parental birth/adoption leave and will make arrangements for the Employee to make payment of long-term disability premiums.
- 30.3 When an Employee wishes to return to work prior to the end of the parental birth/adoption leave agreed to, the Employer will endeavour to provide a position.
- 30.4 Supplemental Employment Insurance Benefits shall be available pursuant to Article 31 – Supplemental Employment Insurance Benefit Plan – Maternity/Pregnancy and Parental Birth/Adoption.
- 30.5 Upon request, an Employee who does not receive the benefit provided in Article 31 – Supplemental Employment Insurance Benefit Plan – Maternity/Pregnancy and Parental Birth/Adoption will receive up to ten days leave with pay on the birth or adoption of a child.

**31. ARTICLE 31- SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT PLAN - MATERNITY/PREGNANCY AND PARENTAL BIRTH/ADOPTION**

- 31.1 A Supplemental Employment Insurance Benefit Plan Maternity – (SEIB) is available when a Continuing Employee or a Term Employee with a minimum of 12 months seniority, has applied for and is in receipt of employment insurance maternity/pregnancy or parental/adoption benefits while on maternity or parental birth/adoption leave authorized under Article 29 – Maternity/Pregnancy Leave, or Article 30 – Parental Birth/Adoption Leave of this agreement.
  - 31.1.1 Employees not included in 31.1 shall be entitled to leave as per applicable legislation (Employment Standards Act and EI Act).
- 31.2 An Employee's entitlement to supplemental employment insurance benefit shall be for a maximum of thirty-five weeks inclusive of the two (2) week waiting period.
- 31.3 The SEIB benefit, including the two week waiting period will equal:
  - a. 95% of an Employee's regular pay for the first twenty-seven weeks and 80% thereafter during Maternity/Pregnancy Leave – Article 29, or

- b. 95% of an Employee's regular pay for the first eighteen weeks and 80% thereafter during Parental Birth/Adoption Leave – Article 30.

31.4 This benefit expires when:

- a. the Employee returns to work, or
- b. the Employee resigns, or
- c. the Employee is no longer on maternity/pregnancy leave, parental, birth/adoption leave, or
- d. the Employee is no longer eligible for employment insurance benefits.

31.5 Supplemental Employment Insurance Benefits shall be based on the Employee's last monthly salary on the last day he/she worked.

31.6 The union and the employer will review the operation of the Supplemental Employment Insurance Benefit Plan - Maternity/Pregnancy and Parental Birth/Adoption if the law related to this plan changes during the life of the contract.

31.7 Employees do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits during the employment period as specified in the plan.

31.8 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

31.9 The changes to the existing SEIB Plan are subject to regulatory approval.

**32. ARTICLE 32 - PARENTHOOD LEAVE [Beyond Maternity/ Pregnancy and Parental Birth/Adoption Leave]**

32.1 Upon request a Continuing Employee or a Term Employee with a minimum of 12 months seniority may take up to 24 months leave without pay for Parenthood leave.

32.1.1 An Employee will notify the employer six weeks prior to her/his intention to take Parenthood leave.

32.1.2 An Employee taking Parenthood leave is entitled to return to the position she/he held prior to taking leave, so long as the position still exists, and if not, to another at the same salary grade and step.

- 32.1.3 Parenthood leave will not be considered as employment with the employer for the purposes of salary increments, annual vacation, and sick leave entitlement.
- 32.1.4 An Employee shall continue to receive the benefits under Article 43 – Health and Welfare Benefits and shall remit to the Federation the full premium cost of these benefits.
- 32.2 No Employee taking Parenthood leave can request that their position be held a second time without returning to work for ten consecutive months.
  - 32.2.1 This clause does not apply when an Employee requests maternity/pregnancy leave as set out in Article 29 or birth/adoption leave under Article 30.
- 32.3 Parenthood leave for any periods other than in clause 32.1 shall be subject to the mutual agreement of the Employee and the employer.
- 32.4 An Employee taking Parenthood leave will notify the employer, in writing, one month prior to returning to work.
- 32.5 When an Employee wishes to return to work prior to the end of the Parenthood leave agreed to, the employer will endeavour to provide a position.

### **33. ARTICLE 33 - PERSONAL LEAVE**

- 33.1 Each Employee is entitled to six days (42 hours) of leave without loss of pay per year, with a maximum accumulation of twenty days (140 hours) to attend to needs related to bereavement, to attend funerals, religious holidays, illness of a family member, moving, household emergencies, obligations of parents with school children, elder care and any other emergency situation requiring the Employee's personal attention.
- 33.2 The six days will be advanced to each Employee at the beginning of each year of employment.
- 33.3 The Employee will notify the supervisor when taking such leave and shall forward a duly completed Personal Leave Form to the Human Resources Department. The Human Resources Department may request additional information pertaining to personal leaves for “any other emergency situation.” The employer retains the right to deny a Personal Leave request for “any other emergency situation,” however such Personal Leave requests shall not be unreasonably denied.

33.4 Upon termination, an Employee will be paid an amount equivalent to full pay at their regular rate of pay for 25 per cent of the unused personal leave days accumulated in accordance with clause 33.1 to a maximum of 4.5 days' pay.

**34. ARTICLE 34 - DISCRETIONARY LEAVE**

34.1 Each Employee is entitled to one (1) day of discretionary leave per year without loss of pay for reasons totally at the Employee's discretion. Employees will advise their supervisor not less than one (1) week prior to taking such leave.

**35. ARTICLE 35 – LEAVE WITHOUT PAY FOR ELDER CARE**

35.1 In addition to the provisions for paid leave an Employee may be granted leave without pay for personal elder care of a member of their immediate family in accordance with the following conditions:

35.1.1 an Employee shall notify the employer in writing as far in advance as possible of the commencement date of such leave;

35.1.2 when an Employee wishes to return to work prior to the end of the leave agreed to, the employer will endeavour to provide a position;

35.1.3 an Employee's request for elder care leave shall not be unreasonably denied; and

35.1.4 for the purposes of this article immediate family shall be defined as "partner, parents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent, or any other person living in the same household."

**36. ARTICLE 36 - LEAVE FOR JURY DUTY**

36.1 An Employee who is called for jury selection, jury duty or is subpoenaed as a witness to an event or case over which he/she had no personal responsibility or cause, will continue to receive her/his regular pay and to accrue Seniority and service for all purposes.

36.1.1 The Employee will pay to the employer any monies received from either party on days he/she is normally scheduled to work.

**37. ARTICLE 37 - EDUCATIONAL LEAVE (WITHOUT PAY)**

- 37.1 A Continuing Employee who has at least three (3) years Seniority may take not less than four (4) months and not more than twelve (12) months leave without pay for educational purposes. The Employee will provide the employer with her/his course outline and registration. Educational leave for any period other than the above shall be subject to the mutual agreement of the Employee and the employer.
- 37.2 No more than two (2) Employees will be on educational leave at any one time.
- 37.3 Except by mutual agreement of the Employee and the employer no Employee may take an educational leave more than once every three (3) years.
- 37.4 The Employee will notify the employer twelve (12) weeks in advance of her/his intention to take educational leave.
- 37.5 Educational leave will be considered as employment for the purpose of Seniority accumulation, salary increments, and vacation entitlement (but not vacation usage).
- 37.6 An Employee taking educational leave will notify the employer, in writing, one month prior to returning to work.
- 37.7 Subject to carrier restrictions and pension plan regulations, the Employee may elect to continue health and welfare benefits provided he/she pays both the employer and Employee share of all premiums and contributions.
- 37.8 When the period of educational leave agreed to has expired an Employee is entitled to return to the position he/she held prior to taking leave or to another at the same pay grade and step.
- 37.9 When an Employee wishes to return to work prior to the end of her/his educational leave, the employer will endeavour to provide a position.

**38. ARTICLE 38 - EDUCATIONAL LEAVE (WITH PAY)**

- 38.1 It is considered desirable to have Employees take educational leave which would further the objectives of the BCTF.
- 38.2 At least one educational leave with pay may be granted annually by the Federation following consideration of recommendations from the Joint Educational Leave Committee.
  - 38.2.1 Normally, educational leave with pay shall not be granted to more than one Employee in any one contract year.

- 38.2.2 The educational leave shall be for a period not to exceed one year.
- 38.3 An Employee shall be eligible to apply for educational leave with pay only once in the lifetime of their employment with the Federation following five years of continuous employment.
- 38.4 Applications for paid educational leave beginning in the 12 months following the next July 1 shall be submitted to the Executive Director of the Federation no later than the preceding January 1.
- 38.5 An application for paid educational leave shall include a program of study consistent with the following objectives:
  - 38.5.1 To enhance Federation services;
  - 38.5.2 To provide expertise in an area identified as a Federation priority;
  - 38.5.3 To extend the background and knowledge of the applicant; and
  - 38.5.4 Shall indicate the relevance of specific program courses or projects to the above objectives.
- 38.6 Where there are more than two applicants, paid education leave shall be granted in seniority order.
- 38.7 A Joint Educational Leave Committee, to consider proposals for paid educational leave, shall be established consisting of two persons representing the Federation and two persons representing the union.
  - 38.7.1 Each party shall inform the other party prior to January 1 of each year of the names of its representatives.
  - 38.7.2 The Joint Educational Leave Committee shall, prior to February 1, receive applications for education leave from the executive director, assess the applications, meet with the applicants to clarify their proposals, and make recommendations to the Liaison Committee.
  - 38.7.3 The Joint Educational Leave Committee may extend the February 1 recommendation date in order to facilitate appropriate consideration of the applications and to prepare its recommendations.
  - 38.7.4 The Joint Educational Leave Committee shall present its report and recommendations to the Liaison Committee.

- 38.7.5 Recommendations from the Joint Educational Leave Committee may be rejected by the Liaison Committee, but in such cases the Liaison Committee shall provide to the committee a written rationale for its decision.
- 38.8 The successful applicant for a paid educational leave shall:
- 38.8.1 Make every effort to complete the program of study proposed in the application.
- a. If the Employee is unable to commence or complete the program for personal reasons, the leave shall not commence, or, once commenced, shall be cancelled and the Employee shall be entitled to return to the position he/she held prior to taking leave, so long as the position still exists, and if not, to another at the same salary grade and step;
- 38.8.2 Give an undertaking in writing to return to his/her duties for a period of two years following the expiration of the leave.
- a. An Employee may be released from this obligation through repayment, on a pro rata basis, of all monies he/she received while on educational leave.
- b. Repayment constitutes a debt due and payable to the Federation.
- 38.9 Paid educational leave shall be considered as employment with the Federation for purposes of salary increments, vacation and holiday entitlement, seniority, and sick leave.
- 38.9.1 While on educational leave for a period of one full year, the Employee shall receive seven months' salary, in accordance with the Employee's salary placement and all benefits under this collective agreement.
- 38.9.2 While on educational leave for a period of less than one full year, the Employee shall receive his/her regular monthly salary for the period of the educational leave to a maximum of seven months.
- a. In addition, he/she shall receive all benefits under this collective agreement, except that annual vacations shall be prorated to be equivalent to the period of time the Employee will work in the 12-month period.
- b. In the vacation year following an Employee's return from educational leave, vacation shall be calculated in such a manner as

to adjust for any discrepancy in vacation taken by the Employee which differs from the previous year's estimate.

**39. ARTICLE 39 - LEAVE FOR ELECTED PUBLIC OFFICE**

- 39.1 Upon request to the Director of Human Resources, an Employee shall be granted leave of absence without pay, to a maximum period of sixty (60) consecutive calendar days, to allow that Employee to stand as a candidate in federal, provincial, or municipal elections.
- 39.2 An Employee elected to federal, provincial, or municipal office shall, upon request to the Director of Human Resources, be granted leave of absence without pay.
- 39.3 An Employee, upon completion of the leave, shall return to her/his position so long as the position still exists and if not to another at the same salary grade.
- 39.4 The employer shall grant leave of absence upon request to the Director of Human Resources, without pay, to an Employee who serves as a member of a hospital board, regional college board or other community board. Such leave requests will not be unreasonably withheld.

**40. ARTICLE 40 - SPECIAL LEAVES**

- 40.1 The employer may grant Employees leave without pay if it does not cause unreasonable disruption of operations.
  - 40.1.1 Special leaves will not be considered as employment with the employer for the purposes of salary increments, annual vacation, sick leave entitlement and Seniority.

**41. ARTICLE 41 - DEFERRED SALARY LEAVE PLAN**

- 41.1 A Deferred Salary Leave Plan structured in accordance with BCTF policy will be made available to Continuing Employees.
- 41.2 Such leaves will be considered Special Leaves and will be taken under the provision of clause 40.1.
- 41.3 The Federation may limit the number of Participants whose period of leave will occur in the same year.

- 41.4 During the period of leave, the Employee shall continue to receive the benefits under Article 43 – Health and Welfare Benefits. The full costs of premiums will be paid by the Employer.
- 41.5 Where an employee elects, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of the leave, the employer will continue to pay the employer’s share of the pension contributions.

**42. ARTICLE 42 - HEALTH AND SAFETY**

- 42.1 Where the nature of the work or working conditions so require, Employees will be supplied, at the employer's expense, with all the necessary tools, protective clothing, safety equipment and other protective devices, which will be maintained and replaced, where necessary, at the employer's expense.
- 42.2 The employer and the union will maintain a Joint Occupational Health and Safety Committee. TFEU shall have four (4) representatives on the Committee. The terms of reference and the duties and functions of the Joint Occupational Health and Safety Committee will not be inconsistent with those set out in the WCB Occupational Health & Safety Regulations in effect on July 1, 2003.
- 42.3 Any Employee may make a written or verbal presentation concerning unsafe working conditions to the Health and Safety Committee.
- 42.4 Refusal of unsafe work.
- 42.4.1 A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- 42.4.2 A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection 42.4.1 must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- 42.4.3 A supervisor or employer receiving a report made under subsection 42.4.2 must immediately investigate the matter and
- i. Ensure that any unsafe condition is remedied without delay, or
  - ii. If in his/her opinion the report is not valid, must so inform the person who made the report.
- 42.4.4 If the procedure under subsection 42.4.3 does not resolve the matter and the worker continues to refuse to carry out the work process or

operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

- i. a worker member of the joint safety committee, or
- ii. a worker who is selected by a trade union representing the worker.

If the investigation under subsection 42.4.4 does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor or the employer, and the worker must immediately notify an officer of WCB who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

42.4.5 A worker must not be subject to discriminatory action because the worker has acted in compliance with Article 42 or with an order made by an officer.

42.4.6 Temporary assignment to alternative work at no loss in pay to the worker until the matter in Article 42 is resolved is deemed not to constitute discriminatory action.

42.5 The employer will pay the cost of training plus a bi-weekly bonus to four TFEU members for certification and duties as an occupational first aid attendant. As of January 1, 2007 the bi-weekly bonus amount was \$67.76. This amount will be increased by a percentage equivalent to the negotiated average increase when the salary scale is increased during the period of the collective agreement; July 1, 2007 - \$70.20, July 1, 2008 - \$72.31, July 1, 2009 - \$74.47, July 1, 2010 - \$76.71, July 1, 2011 - \$78.70.

42.6 First aid attendant postings required in accordance with Article 42.5 shall be posted and filled in accordance with Article 15 – Job Postings, Promotions and Transfers.

#### 42.7 **Computer Operations**

42.7.1 Union members operating computers will have regular eye and medical examinations by a physician at the employer's cost.

42.7.2 Union members operating computers are entitled to take one ten minute break per hour during which non-computer work will be performed.

42.7.3 The employer shall permit and pay for appropriate testing for ionizing and non-ionizing radiation and electromagnetic fields at least once every two (2) years or sooner if recommended by the testing organization, but not more often than annually.

42.7.4 Emergent issues related to the health or safety of the work environment shall be referred to the Joint Health and Safety Committee. The committee shall ensure an appropriate investigation is conducted and report back to the parties including the Employee expressing the concern.

**43. ARTICLE 43 - HEALTH AND WELFARE BENEFITS AND PLANS**

43.1 Medical coverage will be made available to the Employee under the Medical Services Plan of British Columbia (MSP).

43.1.1 The full cost of the medical coverage will be paid by the employer.

43.1.2 The Employee may elect either single, couple or family coverage.

43.1.3 Upon termination the employer will pay the benefit premium to the end of the month in which termination occurs.

43.1.4 Coverage for any dependent child of the member (including any stepchild, legally adopted child, or legal ward, but not a foster child) who is living with and financially dependent on the Employee or the spouse continues, from birth to age 18 or, if in full-time attendance at a recognized educational institute to age 25.

43.2 Extended Health Benefits will be made available to the Employee.

43.2.1 The full cost of extended health benefits will be paid by the employer.

43.2.2 The Employee may elect either single, couple or family coverage.

43.2.3 To be eligible for the extended health benefit coverage, Employees must be covered by a medical plan recognized by the employer.

43.2.4 The plan will provide the following:

<b>EHB Coverage</b>		
a.	Psychologist	\$1,200/yr.
b.	Physiotherapy/Massage	Unlimited
c.	Chiropractor/Naturopath	Unlimited
d.	Vision/ND	\$500/person/2 yrs.
e.	EHB Lifetime Maximum	Unlimited
f.	Hearing Aid	\$1,500/ear/4 yrs.
g.	Blue Net	

h.	Orthotics	\$1,000/yr.
i.	Oral Contraceptives	Unlimited
j.	ECU co-insurance	\$20/day
k.	Speech Therapy	\$500/person/yr.
l.	Smoking cessation	\$1,200 allocated to bargaining unit per year to be used for an approved program of smoking cessation activities.
m.	Sexual dysfunction drugs	\$500/yr.
n.	Acupuncture	Unlimited

43.2.5 Coverage for any dependent child of the member (including any stepchild, legally adopted child, or legal ward, but not a foster child) who is living with and financially dependent on the Employee or the spouse continues, from birth to age 21 or, if in full-time attendance at a recognized educational institute to age 25.

43.2.5.1 Coverage for any child of the member (including any stepchild, legally adopted child, or ward but not a foster child) who is disabled, regardless of age, who is living with or financially dependent on the employee.

43.3 Dental coverage will be made available to the Employee, Spouse and dependent children equal to those provided under Pacific Blue Cross Dental Care Plans A, B, and C as follows:

Dental Coverage

Plan A -100% coverage

Plan B - 90% coverage

Plan C - 80% coverage (\$5,000 lifetime maximum)

43.3.1 One hundred per cent of premium costs will be paid by the employer.

43.3.2 Employees will be covered under the plan on the first of the month following their date of hire.

43.3.3 Coverage for any dependent child of the member (including any stepchild, legally adopted child, or legal ward, but not a foster child) who is living with and financially dependent on the Employee or the spouse continues from birth to age 21 or, if in full-time attendance at a recognized educational institute, to age 25.

43.3.4 Coverage for dependent disabled children effective March 1, 2008.

43.4 Continuing and Term Employees will be covered under a group life insurance policy from the date of hire.

43.4.1 The full cost of the plan will be paid by the employer.

43.4.2 Participation in the plan will constitute a condition of employment.

43.4.3 Part-Time Employees working less than 17.5 hours per week will not be enrolled into the plan.

43.4.4 The group life insurance plan shall provide coverage in accordance with the following schedule:

<b>Employee Classification</b>	<b>Amount of Group Life/ADD Insurance</b>
Under age 45	300 per cent of annual salary to a maximum of \$240,000.
Age 45 to 54	250 per cent of annual salary to a maximum of \$240,000.
Age 55 but under age 70	200 per cent of annual salary to a maximum of \$240,000.

43.5 Employees will be enrolled in the BCTF Salary Indemnity Plan LTD component under the following conditions:

- 43.5.1
  - a) The full cost of the plan will be borne by the Employee.
  - b) The Employer will pay the Employee an allowance equal to 1.2%. Effective January 1, 2007 the allowance will equal 1.6%. Any subsequent increase in the SIP premium will be shared equally between the employer and the Employee.
  - c) SIP Allowance to be "Pensionable Earnings" effective July 1, 2008 subject to processing of Pension Plan amendment.

43.5.2 There shall be mutual agreement between the employer and the union regarding the selection of the carrier. The union shall have the right to initiate a review of the carrier and its operation. The employer will pay for the internal costs of such a review.

43.5.3 The Federation shall not terminate for non-culpable cause any Employee while he/she is in receipt of either long-term disability, EI sickness benefits or where an application for either benefit is being processed or in dispute.

43.5.4 The BCTF will arrange for a one-day briefing for three union representatives regarding substance and structure of the BCTF Salary Indemnity Plan and a review of the SIP decision-making processes. The day will be scheduled by mutual agreement of the parties. If more time is necessary during the term of the collective agreement, it will be added by mutual agreement.

As of the signing date of this agreement, the union will have the right to send a representative to attend the BCTF Income Security Committee meetings that are not of a confidential nature. The representative will have voice but no vote.

The union will have the right to make a presentation to the BCTF Executive Committee regarding the Salary Indemnity Plan.

43.5.5 The employer will be responsible for advising Employees of their right to withdraw from the BCTF Salary Indemnity Plan if they are over 55 and their age plus service adds up to 88 or more.

43.6 The employer will make available to Employees in the bargaining unit an Employee Family Assistance Plan.

43.7 The Employee portion of any EI rebate will be applied against the Employee portion of the income protection package.

43.8 All Employees shall be required to participate in the BCTF Staff Pension Plan subject to the terms and conditions of Plan eligibility established by the Executive Committee of the Federation after considering recommendations from the Staff Pension Plan Advisory Committee. From the date of enrolment in the Staff Pension Plan by an Employee, the Employee and the employer will contribute to the pension fund such sums as may be required from time to time by the terms of the BCTF Staff Pension Plan.

#### **44. ARTICLE 44 - BENEFITS FOR UNPAID LEAVES**

44.1 For all leaves where the employer does not pay the benefit premiums, an Employee may maintain benefit coverage during unpaid leaves of absence of more than one month, subject to carrier/contract restrictions, by paying the full cost of the premiums.

#### **45. ARTICLE 45 - RETIREMENT BENEFITS**

45.1 Employees 55 years of age or older, with ten or more years of Seniority on staff prior to the ratification of this collective agreement are red-circled and will receive

one week's bonus salary at the current rate of pay for each year of Seniority upon retirement. Employees hired after the date of ratification of this collective agreement are not eligible for this benefit.

45.1.1 Any subsequent re-employment will not qualify an Employee for further benefit under this clause.

45.1.2 Employees 55 years of age or older, with 10 or more years of Seniority whose application for employment is dated after the date of ratification (March 13, 2008) of the collective agreement will receive a retirement gratuity equal to 1.5% of annual salary for each year of Seniority with the Federation.

45.1.3 Continuing employees on staff or offered positions prior to the date of ratification (March 13, 2008) of the collective agreement with four (4) or more years Seniority with the Federation, who retire from the Federation with less than five (5) years Seniority, shall receive an Early Retirement Incentive Plan (ERIP) payment equal to 3.0% per year of service with the Federation, and may access the benefits available under Article 45 by paying 100% of the premiums.

45.2 Medical coverage under Medical Services Plan of British Columbia (MSP) will be made available to each current Retiree and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees whose application for employment was dated after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' medical services plan at their cost.

45.2.1 The full cost of the medical coverage will be paid by the employer for current Retirees and future retirees whose application for employment was dated prior to ratification (March 13, 2008) of this collective agreement. Employees whose application for employment was dated after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' medical services plan at their own cost.

45.2.2 The Retiree may elect either single, couple or family coverage but in no case will a Retiree, Spouse or dependent children receive double coverage through the employer.

45.2.3 In the event of the Retiree's death, coverage will be made available to the Spouse. Where the retirement is effective January 2006 or later, this coverage will be made available to the spouse provided that the spouse is in receipt of survivor benefits from the BCTF Staff Pension Plan or the BC Teachers' Pension Plan.

45.3 Extended Health Benefits will be made available to each current Retiree and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees whose application for employment was dated after the date of ratification of the collective agreement may choose to go on the BCTF retirees' extended health benefits plan at their own cost.

45.3.1 Benefits will be provided under a plan which will include:

<b>EHB Coverage</b>		
a.	Vision	\$400/ person/2 yrs.
b.	EHB Lifetime Maximum	Unlimited
c.	Physiotherapy/Massage	Unlimited
d.	Chiropractor/Naturopath	Unlimited
e.	Hearing Aid	\$1,500/ear/4 yrs.
f.	Orthotics	\$1,000/ person/yr.
g.	Speech Therapy	\$500/person/yr.
h.	ECU co-insurance	\$20/ day
i.	Oral Contraceptives	Unlimited
j.	Sexual dysfunction drugs	\$500/person/yr.
k.	Clinical Psychologist	\$500/yr.
l.	EFAP	
m.	Blue Net	

45.3.2 The full cost of the extended health benefits will be paid by the employer for current Retirees and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees hired after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' Extended Health plan at their own cost.

45.3.3 To be eligible for the extended health benefit coverage, a Retiree and his/her Spouse must be covered by a medical plan recognized by the employer.

45.3.4 The Retiree may elect either single, couple or family coverage but in no case will a Retiree, Spouse, and dependent children receive double coverage through the employer.

45.3.5 In the event of the Retiree's death, coverage will be made available to the Spouse. Where the retirement is effective January 2006 or later, this coverage will be made available to the spouse provided that the spouse is in receipt of survivor benefits from the BCTF Staff Pension Plan or the BC Teachers' Pension Plan.

45.3.6 The employer will meet carrier restrictions which include mandatory membership for each Retiree and her/his Spouse unless a waiver form has been completed.

45.4 Dental benefits will be made available to each current Retiree and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees hired after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' dental plan at their own cost.

Note: The addition of any current retiree who is older than age 75 will be subject to carrier restrictions.

45.4.1 Coverage will provide:

45.4.1.1 Plan A -- Basic services at 100% payment of services.

45.4.1.2 Plan B -- Prosthetic appliances and crowns and bridges at 80% payment of services.

45.4.2 The Retiree may elect single, couple or family coverage but in no case will a Retiree, Spouse and dependent children receive double coverage through the employer.

45.4.3 In the event of the Retiree's death, coverage will be made available to the Spouse. Where the retirement is effective January 2006 or later, this coverage will be made available to the spouse provided that the spouse is in receipt of survivor benefits from the BCTF Staff Pension Plan or the BC Teachers' Pension Plan.

Note: the addition of any current spouse who is older than age 75 will be subject to carrier restrictions.

45.4.4 In the event that the Retiree attains the age 75 prior to his/her spouse, single coverage will be made available to the spouse to age 75.

45.4.5 The employer will meet carrier restrictions which include mandatory membership for each Retiree and her/his Spouse unless a waiver form has been completed.

45.4.6 The full cost of the Dental Plan shall be paid by the employer for current Retirees and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees whose application for employment was dated after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' dental plan at their own cost.

45.5 Group life insurance coverage shall be provided to current Retirees and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement immediately upon retirement to age 65. Employees whose application for employment was dated after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' group life insurance plan at their own cost.

45.5.1 Coverage will be 100% of annual earnings as of the last day of work.

45.5.2 The full cost of the group life insurance shall be paid by the Federation for current Retirees and future retirees whose application for employment was dated prior to the ratification (March 13, 2008) of this collective agreement. Employees whose application for employment was dated after the date of ratification (March 13, 2008) of the collective agreement may choose to go on the BCTF retirees' group life insurance plan at their own cost.

45.6 The Federation shall confirm to each Retiree or surviving partner annually, on the anniversary date of this collective agreement, the benefits provided to that Retiree or surviving partner under Article 45 – Retirement Benefits.

45.7 Copies of benefit plan brochures will be provided on request or when changes occur.

#### **46. ARTICLE 46 - DEATH BENEFITS**

46.1 For all Continuing or Term Employees who die while in the service of the Federation, the Federation shall pay to his/her designated beneficiary or estate:

- a. one month's full current salary plus
- b. an amount equal to 17% of the Employee's current annual salary.

46.1.1 Where an employee is diagnosed with a terminal illness, this benefit may be advanced.

46.2 If a Continuing or Term Employee dies while in the service of the Federation, the Federation shall:

- a. pay the premiums necessary to maintain coverage for six (6) months following the Employee's death, for the partner and dependants of the deceased Employee in force at the date of death, under
  - i) Medical Services Plan (MSP)
  - ii) Extended Health Benefit Plan (EHB)
  - iii) Dental Benefit Plan

iv) Employee Family Assistance Plan (EFAP)

- b. provide the partner and dependants with the option of continuing benefit coverage beyond six (6) months. If the partner/ dependant selects the option to continue benefit coverage they shall remit the full premium costs to the Federation except as provided in c.
- c. If an Employee with more than 10 years' service dies while in the employment of the Federation and is survived by a partner who has been designated by the Employee, the Federation will pay the premiums necessary to provide lifetime coverage under the Medical Services Plan, the Extended Health Benefits Plan and the Dental Plan as described in Article 43.

#### **47. ARTICLE 47 - EXPENSES**

47.1 Employees shall be reimbursed expenses incurred when on authorized business of the Federation, as verified by expense vouchers and in accordance with the reimbursement-of-expenses policy for members of the Federation in effect at the time the expense was incurred.

47.1.1 Work-related expenses will include mileage, parking, taxi or bus fares, telephone calls, meals and accommodations.

47.1.2 Mileage will be calculated on the basis of the distance from the BCTF main office to the work site.

47.1.3 Employees required to use their personal vehicles on authorized business of the Federation shall be reimbursed at the rate of \$0.53 per km.

The mileage rate will be adjusted annually, effective January 1 of each year in accordance with the preceding September, year over year, percentage increase/(decrease) of the "Operation of Motor Vehicles" Index for British Columbia published by Statistics Canada.

#### **48. ARTICLE 48 - STAFF TRAINING**

48.1 The employer and the union consider it desirable to support and encourage support staff professional growth and, to this end, the employer will establish a separate staff training and education fund and will provide annually funding as follows:

Effective July 1, 2007 the staff training fund will increase at the time of each salary increase by a percentage equivalent to the negotiated average change in the salary scale.

July 1, 2007 \$33,957 July 1, 2008 \$34,976 July 1, 2009 \$36,025  
July 1, 2010 \$37,106 July 1, 2011 \$38,071

- 48.1.1 Any monies unexpended at the end of each year shall remain in the fund.
- 48.2 The fund shall be used to further the education, training and development of Employees through conference/seminar/workshop attendance, team building exercises, group training, and other activities related to personal growth, wellness, and professional growth.
- 48.3 The fund shall be administered by the union. The union will submit an annual report to the employer within three months of the completion of the budget year, accounting for expenditures from the fund.
- 48.4 All Employees will have equal access to the fund.
- 48.5 Any leave of absence required in order to participate in education, training or development by use of this fund shall be at a time agreeable to the employer.
- 48.6 Employer-directed or required education or training, conference attendance and organizational membership fees shall be funded by the employer without reference to this fund. Prior to the adoption of the budget for the coming year Employees may, through the director of their division, submit proposals regarding employer directed education, training or conference attendance.
- 48.7 Any Continuing Employee may elect to take introductory computer training to a maximum of four hours training time. The employer shall provide opportunity for this training during hours of work. Such training will be provided subject to work scheduling requirements in the Information Technology department. If possible, the training will be provided not later than six months from the date of request.

#### **49. ARTICLE 49 - EDUCATION TRUST FUND**

- 49.1 The employer will contribute to an education fund to be established by the union. The contributions will be three cents (3¢) per hour per Employee per hour worked effective January 1, 2002.
- 49.2 The employer will remit the contribution directly to the union, by cheque.
- 49.3 The employer will remit such accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the number of Employees employed by the Employer and the total number of hours worked by all Employees.

49.4 The union in its sole discretion will determine the uses of the funds. The funds will be used to develop training in the following areas:

Grievance Handling	Collective Bargaining
Environmental Issues	Land Use Issues
Stewards Training	Parliamentary Procedure & Public Speaking
Communication Skills	Leadership Training
Economic Issues	Benefits Training
Health and Safety	Union History

Without limiting the generality of the foregoing, the fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the fund.

## **50. ARTICLE 50 - DURATION**

- 50.1 This agreement is made and entered into this first day of July 2007, between the British Columbia Teachers' Federation (herein referred to as the "employer") and the Teachers' Federation Employees' Union (herein referred to as the "union").
- 50.2 This agreement will remain in effect from July 1, 2007 to June 30, 2012 and will be renewed from year to year thereafter unless either party gives to the other party notice in writing at least 90 days prior to the expiry date of the contract that it desires to terminate or amend its provisions.
- 50.3 In the event that the parties are unable by the expiry date of this agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions provided for in this agreement will continue to apply until a subsequent agreement is reached and without prejudice to the provisions of the new agreement.
- 50.4 The parties may agree to resolve their differences in the negotiations for a renewal of the collective agreement, by interest arbitration.

SIGNED AT VANCOUVER, THIS \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
TEACHERS' FEDERATION  
EMPLOYEES' UNION

\_\_\_\_\_  
BRITISH COLUMBIA  
TEACHERS' FEDERATION

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**51. LIST OF POSITION TITLES AND PAY GRADES**

**"This list of position titles and pay grades as of July 1, 2008, appears for information only and may be varied at any time during the life of this contract under the terms of reference of the Salary Determination Committee."**

**PAY GRADE 2**

Accounting General Clerk	J0480	Accounting/FAS
Switchboard Operator/Receptionist	J0265	Administrative Services/FAS
Staffroom Co-ordinator	J0252	Administrative Services/FAS
Janitor (2)	J0217	Maintenance/FAS
Janitor/Weekend (3)	J0216	Maintenance/FAS
Mailroom & Bindery Clerk	J0240	Production/FAS
Photocopy Clerk	J0401	Production/FAS
Production Clerk	J0402	Production/FAS
Order Clerk	J0246	Lesson Aids/PSID
IS Clerk	J0802	Income Security
ISD File Clerk	J0468	Income Security
FAS Clerk/Maintenance	J0218	Acct/Purchasing/Maintenance/FAS

**PAY GRADE 3**

Accounts Payable Clerk	J0296	Accounting/FAS
Accounts Receivable Clerk	J0298	Accounting/FAS
Payroll Clerk	J0294	Human Resources/MGT
Administrative Legal Secretary	J0416	Legal
Administrative Secretary (H&S)	J0504	CAPS
Administrative Secretary (3)	J0453	Field Service
Administrative Secretary	J0459	Income Security
Secretary/Clerk (3)	J0458	Income Security
Referral Co-ordinator (4)	J0471	Income Security
Network Operator Technician	J0434	Information Technology/R & T
Elec. Communications Systems Operator	J0170	Information Technology/R & T
Inventory Control Clerk	J0245	Lesson Aids/PSID
Maintenance Person	J0295	Maintenance/FAS
Mem. Supports Records & Fees Assist. (2)	J0289	Membership/CAPS
Administrative Secretary (2)	J0275	CCD Division
Administrative Secretary (3)	J0230	PSID
Administrative Secretary (3)	J0229	PSID/Training
Information Assistant	J0477	Information Services/R & T

**PAY GRADE 4**

Senior Accounting Clerk A	J0293	Accounting/FAS
Supervisor	J0255	Administrative Services/FAS
Admin Assistant to BCTF Counsel	J0418	Legal
Administrative Secretary (WCB Advocacy)	J0478	CAPS
Administrative Assistant – Internal Relations	TBD	CAPS
Member Records & Fees Analyst	J0268	Membership/CAPS
Administrative Assistant - CCD	J0276	CCD Division
Graphic Designer (3)	J0270	Graphics/CCD
Records Management Analyst (A)	J0212	Information Services/R & T
Records Management Analyst (B)	J0213	Information Services/R & T
System Support/Trainer	J0248	Information Technology/R & T
Web Developer	J0487	Information Technology/R & T
Multimedia and Web Technology Specialist	J0491	Information Technology/R & T
Assistant Systems Administrator	J0492	Information Technology/R & T
Administrative Assistant	J0233	PSID/Training
HR Administrative Assistant (2)	J0204	Human Resources/MGT
Senior Production Clerk	J0224	Production/FAS
Bilingual Administrative Secretary	J0231	PSID
Co-ordinator of Committee Appointments to Outside Agencies	J0232	PSID
Facility Services Assistant	J0253	Purchasing & Property Management/FAS
Research & International Program Asst.	J0464	Research and Technology
Administrative Assistant	J0465	Treasurer's Office/FAS

**PAY GRADE 5**

Intermediate Accountant	J0417	Accounting/FAS
Supervisor	J0415	Field Service
Programmer Analyst	J0314	Information Technology/R & T
Network Administrator	J0483	Information Technology/R & T
Network Programmer/Analyst	J0311	Information Technology/R & T
Administrative Assistant Exec. Office	J0251	CCD
Supervisor	J0271	Graphics/CCD
Supervisor	J0324	Maintenance/FAS
Supervisor	J0506	Production Services/FAS
PSA Co-ordinator	J0237	PSID
Supervisor	J0489	PSID
Supervisor	J0490	CAPS
Supervisor	D0500	PSID/Training
ISD Administrative Support Supervisor	J0467	Income Security

Information Specialist (A)	J0186	Information Services/R & T
Information Specialist (B)	J0486	Information Services/R & T
Paralegal (2)	J0172	Legal
Research and Administrative Assistant	J0502	CAPS
Supervisor/Assistance Society Secretary	J0460	Income Security
ISD Claims Officer (8)	J0288	Income Security

### **PAY GRADE 6**

Senior Accountant	J0292	Accounting/FAS
Senior Accountant Budget and Grants	J0301	Accounting/FAS
Supervisor	J0320	CCD
Supervisor Legal Department	J0173	Legal
Supervisor	J0208	Human Resources/MGT
Archivist and Records Manager	J0187	Information Services/R & T
Senior Technical Architect - IT	J0312	Information Technology/R & T
Senior Systems Analyst	J0316	Information Technology/R & T
Lesson Aids Co-ordinator	J0235	Lesson Aids/PSID
Data Manager	J0267	Membership/CAPS
Administrative Assistant	J0273	CCD
Administrative Assistant to FTTO	J0250	CCD
Assistant Editor	J0262	CCD

### **PAY GRADE 7**

Controller	J0291	Accounting/FAS
Co-ordinator	J0482	Information Technology/R & T
Co-ordinator	J0238	Information Services/R & T
Rehabilitation Manager (4)	J0470	Income Security
Senior Rehabilitation Manager	J0472	Income Security
Co-ordinator	J0286	Purchasing/Facility Services/FAS
Research Analyst	J0408	Research and Technology
Sr. Researcher	J0236	Research and Technology

## 52. SALARY GRIDS

"Salaries are paid on a biweekly basis. Biweekly payments are 12/26 of the scheduled monthly rates. Pay adjustments required for days are made on the basis of 1/10 of the biweekly rate; for hours 1/70 of the biweekly rate."

Effective July 1, 2007 to June 30, 2008					
3.6%					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
<b>2</b>	ANNUAL	\$33,380.	\$36,563.	\$38,920.	\$41,307.
	MONTHLY	\$2,781.67	\$3,046.92	\$3,243.33	\$3,442.25
	BIWEEKLY	\$1,283.85	\$1,406.27	\$1,496.92	\$1,588.73
	HOURLY	\$18.34	\$20.09	\$21.38	\$22.70
	PT SUMMER	\$20.71	\$22.68	\$24.14	\$25.62
<b>2A</b>	ANNUAL	\$35,449.	\$38,633.	\$40,989.00	\$43,377.
	MONTHLY	\$2,954.08	\$3,219.42	\$3,415.75	\$3,614.75
	BIWEEKLY	\$1,363.38	\$1,485.93	\$1,576.58	\$1,668.69
	HOURLY	\$19.48	\$21.23	\$22.52	\$23.84
	PT SUMMER	\$21.99	\$23.97	\$25.43	\$26.91
<b>3</b>	ANNUAL	\$37,395.	\$41,127.	\$43,884.	\$46,650.
	MONTHLY	\$3,116.25	\$3,427.25	\$3,657.00	\$3,887.50
	BIWEEKLY	\$1,438.07	\$1,581.66	\$1,687.54	\$1,794.14
	HOURLY	\$20.54	\$22.60	\$24.11	\$25.63
	PT SUMMER	\$23.19	\$25.51	\$27.22	\$28.94
<b>4</b>	ANNUAL	\$42,291.	\$46,650.	\$49,924.	\$53,192.
	MONTHLY	\$3,524.25	\$3,887.50	\$4,160.33	\$4,432.67
	BIWEEKLY	\$1,626.62	\$1,794.14	\$1,920.33	\$2,045.79
	HOURLY	\$23.24	\$25.63	\$27.43	\$29.23
	PT SUMMER	\$26.24	\$28.94	\$30.97	\$33.00
<b>5</b>	ANNUAL	\$48,078.	\$53,192.	\$57,042.00	\$60,876.
	MONTHLY	\$4,006.50	\$4,432.67	\$4,752.50	\$5,073.00
	BIWEEKLY	\$1,849.26	\$2,045.79	\$2,193.73	\$2,341.67
	HOURLY	\$26.42	\$29.23	\$31.34	\$33.45
	PT SUMMER	\$29.83	\$33.00	\$35.38	\$37.77
<b>6</b>	ANNUAL	\$54,868.	\$60,876.	\$65,411.	\$69,931.
	MONTHLY	\$4,572.33	\$5,073.00	\$5,450.92	\$5,827.58
	BIWEEKLY	\$2,110.33	\$2,341.67	\$2,515.72	\$2,689.77
	HOURLY	\$30.15	\$33.45	\$35.94	\$38.43
	PT SUMMER	\$34.04	\$37.77	\$40.58	\$43.38
<b>7</b>	ANNUAL	\$62,828.	\$69,931	\$75,267.	\$80,591.
	MONTHLY	\$5,235.67	\$5,827.58	\$6,272.25	\$6,715.92
	BIWEEKLY	\$2,416.37	\$2,689.77	\$2,895.00	\$3,098.05
	HOURLY	\$34.52	\$38.43	\$41.36	\$44.26
	PT SUMMER	\$38.97	\$43.38	\$46.69	\$49.97

Effective July 1, 2008 to June 30, 2009					
3%					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
<b>2</b>	ANNUAL	\$34,381	\$37,660.	\$40,088.	\$42,546.
	MONTHLY	\$2,865.08	\$3,138.33	\$3,340.67	\$3,545.50
	BIWEEKLY	\$1,322.35	\$1,448.46	\$1,541.85	\$1,636.38
	HOURLY	\$18.89	\$20.69	\$22.03	\$23.38
	PT SUMMER	\$21.33	\$23.36	\$24.87	\$26.39
<b>2A</b>	ANNUAL	\$36,512.	\$39,792.	\$42,219.	\$44,678.
	MONTHLY	\$3,042.67	\$3,316.00	\$3,518.25	\$3,723.17
	BIWEEKLY	\$1,404.31	\$1,530.46	\$1,623.81	\$1,718.38
	HOURLY	\$20.06	\$21.86	\$23.20	\$24.55
	PT SUMMER	\$22.65	\$24.68	\$26.19	\$27.72
<b>3</b>	ANNUAL	\$38,517.	\$42,361.	\$45,201.	\$48,050.
	MONTHLY	\$3,209.75	\$3,530.08	\$3,766.75	\$4,004.17
	BIWEEKLY	\$1,481.42	\$1,629.27	\$1,738.50	\$1,848.08
	HOURLY	\$21.16	\$23.28	\$24.84	\$26.40
	PT SUMMER	\$23.89	\$26.28	\$228.04	\$29.81
<b>4</b>	ANNUAL	\$43,560.	\$48,050.	\$51,422.	\$54,788.
	MONTHLY	\$3,630.00	\$4,004.17	\$4,285.17	\$4,565.67
	BIWEEKLY	\$1,675.38	\$1,848.08	\$1,977.77	\$2,107.23
	HOURLY	\$23.93	\$26.40	\$28.25	\$30.10
	PT SUMMER	\$27.02	\$29.81	\$31.90	\$33.99
<b>5</b>	ANNUAL	\$49,520.	\$54,788.	\$58,753.	\$62,702.
	MONTHLY	\$4,126.67	\$4,565.67	\$4,896.08	\$5,225.17
	BIWEEKLY	\$1,904.62	\$2,107.23	\$2,259.73	\$2,411.62
	HOURLY	\$27.21	\$30.10	\$32.28	\$34.45
	PT SUMMER	\$30.72	\$33.99	\$36.45	\$38.90
<b>6</b>	ANNUAL	\$56,514.	\$62,702.	\$67,373.	\$72,029.
	MONTHLY	\$4,709.50	\$5,225.17	\$5,614.42	\$6,002.42
	BIWEEKLY	\$2,173.62	\$2,411.62	\$2,591.27	\$2,770.35
	HOURLY	\$31.05	\$34.45	\$37.02	\$39.58
	PT SUMMER	\$35.06	\$38.90	\$41.79	\$44.68
<b>7</b>	ANNUAL	\$64,713.	\$72,029.	\$77,525.	\$83,009.
	MONTHLY	\$5,392.75	\$6,002.42	\$6,460.42	\$6,917.42
	BIWEEKLY	\$2,477.96	\$2,770.35	\$2,981.73	\$3,192.65
	HOURLY	\$35.56	\$39.58	\$42.60	\$45.61
	PT SUMMER	\$40.14	\$44.68	\$48.09	\$51.49

Effective July 1, 2009 to June 30, 2010					
3%					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
<b>2</b>	ANNUAL	\$35,412.	\$38,790.	\$41,291.	\$43,822.
	MONTHLY	\$2,951.00	\$3,232.50	\$3,440.92	\$3,651.83
	BIWEEKLY	\$1,362.00	\$1,491.92	\$1,588.12	\$1,685.46
	HOURLY	\$19.46	\$21.31	\$22.69	\$24.08
	PT SUMMER	\$21.97	\$24.06	\$25.61	\$27.18
<b>2A</b>	ANNUAL	\$37,607.	\$40,986.	\$43,486.	\$46,018.
	MONTHLY	\$3,133.92	\$3,415.50	\$3,623.83	\$3,834.83
	BIWEEKLY	\$1,446.42	\$1,576.38	\$1,672.54	\$1,769.92
	HOURLY	\$20.66	\$22.52	\$23.89	\$25.28
	PT SUMMER	\$23.33	\$25.43	\$26.98	\$28.55
<b>3</b>	ANNUAL	\$39,673.	\$43,632.	\$46,557.	\$49,492.
	MONTHLY	\$3,306.08	\$3,636.00	\$3,879.75	\$4,124.33
	BIWEEKLY	\$1,525.88	\$1,678.15	\$1,790.65	\$1,903.54
	HOURLY	\$21.80	\$23.97	\$25.58	\$27.19
	PT SUMMER	\$24.61	\$27.07	\$28.88	\$30.70
<b>4</b>	ANNUAL	\$44,867.	\$49,492.	\$52,965.	\$56,432.
	MONTHLY	\$3,738.92	\$4,124.33	\$4,413.75	\$4,702.67
	BIWEEKLY	\$1,725.65	\$1,903.54	\$2,037.12	\$2,170.46
	HOURLY	\$24.65	\$27.19	\$29.10	\$31.01
	PT SUMMER	\$27.83	\$30.70	\$32.86	\$35.01
<b>5</b>	ANNUAL	\$51,006.	\$56,432.	\$60,516.	\$64,583.
	MONTHLY	\$4,250.50	\$4,702.67	\$5,043.00	\$5,381.92
	BIWEEKLY	\$1,961.77	\$2,170.46	\$2,327.54	\$2,483.96
	HOURLY	\$28.03	\$31.01	\$33.25	\$35.49
	PT SUMMER	\$31.64	\$35.01	\$37.54	\$40.06
<b>6</b>	ANNUAL	\$58,209.	\$64,583.	\$69,394.	\$74,190.
	MONTHLY	\$4,850.75	\$5,381.91	\$5,782.83	\$6,182.50
	BIWEEKLY	\$2,238.81	\$2,483.96	\$2,669.00	\$2,853.46
	HOURLY	\$31.98	\$35.49	\$38.13	\$40.76
	PT SUMMER	\$36.11	\$40.06	\$43.05	\$46.02
<b>7</b>	ANNUAL	\$66,654.	\$74,190.	\$79,851.	\$85,499.
	MONTHLY	\$5,554.50	\$6,182.50	\$6,654.25	\$7,124.92
	BIWEEKLY	\$2,563.62	\$2,853.46	\$3,071.19	\$3,288.42
	HOURLY	\$36.62	\$40.76	\$43.87	\$46.98
	PT SUMMER	\$41.35	\$46.02	\$49.54	\$53.04

Effective July 1, 2010 to June 30, 2011					
3%					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
<b>2</b>	ANNUAL	\$36,474.	\$39,954.	\$42,530.	\$45,137.
	MONTHLY	\$3,039.50	\$3,329.50	\$3,544.17	\$3,761.42
	BIWEEKLY	\$1,402.85	\$1,536.69	\$1,635.77	\$1,736.04
	HOURLY	\$20.04	\$21.95	\$23.37	\$24.80
	PT SUMMER	22.63	\$24.79	\$26.38	\$28.00
<b>2A</b>	ANNUAL	\$38,735.	\$42,216.	\$44,791.	\$47,399.
	MONTHLY	\$3,227.92	\$3,518.00	\$3,732.58	\$3,949.92
	BIWEEKLY	\$1,489.81	\$1,623.69	\$1,722.73	\$1,823.04
	HOURLY	\$21.28	\$23.20	\$24.61	\$26.04
	PT SUMMER	\$24.03	\$26.19	\$27.79	\$29.40
<b>3</b>	ANNUAL	\$40,863.	\$44,941.	\$47,954	\$50,977.
	MONTHLY	\$3,405.25	\$3,745.08	\$3,996.17	\$4,248.08
	BIWEEKLY	\$1,571.65	\$1,728.50	\$1,844.38	\$1,960.65
	HOURLY	\$22.45	\$24.69	\$26.35	\$28.01
	PT SUMMER	\$25.35	\$27.88	\$29.75	\$31.62
<b>4</b>	ANNUAL	\$46,213.	\$50,977.	\$54,554.	\$58,125
	MONTHLY	\$3,851.08	\$4,248.08	\$4,546.17	\$4,843.75
	BIWEEKLY	\$1,777.42	\$1,960.65	\$2,098.23	\$2,235.58
	HOURLY	\$25.39	\$28.01	\$29.97	\$31.94
	PT SUMMER	\$28.67	\$31.62	\$33.84	\$36.06
<b>5</b>	ANNUAL	\$52,536.	\$58,125.	\$62,331.	\$66,520.
	MONTHLY	\$4,378.00	\$4,843.75	\$5,194.25	\$5,543.33
	BIWEEKLY	\$2,020.62	\$2,235.58	\$2,397.35	\$2,558.46
	HOURLY	\$28.87	\$31.94	\$34.25	\$36.55
	PT SUMMER	\$32.59	\$36.06	\$38.67	\$41.27
<b>6</b>	ANNUAL	\$59,955.	\$66,520. 0	\$71,476.	\$76,416
	MONTHLY	\$4,996.25	\$5,543.33	\$5,956.33	\$6,368.00
	BIWEEKLY	\$2,605.96	\$2,558.46	\$2,749.08	\$2,939.08
	HOURLY	\$32.94	\$36.55	\$39.27	\$41.99
	PT SUMMER	\$37.19	\$41.27	\$44.34	\$47.40
<b>7</b>	ANNUAL	\$68,654.	\$76,416.	\$82,247.	\$88,064.
	MONTHLY	\$5,721.17	\$6,368.00	\$6,853.92	\$7,338.67
	BIWEEKLY	\$2,640.54	\$2,939.08	\$3,163.35	\$3,387.08
	HOURLY	\$37.72	\$41.99	\$45.19	\$48.39
	PT SUMMER	\$42.59	\$47.40	\$51.02	\$54.63

Effective July 1, 2011 to June 30, 2012					
2.6%					
PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4
<b>2</b>	ANNUAL	\$37,422.	\$40,993.	\$43,636.	\$46,311.
	MONTHLY	\$3,118.50	\$3,416.08	\$3,636.33	\$3,859.25
	BIWEEKLY	\$1,439.31	\$1,576.65	\$1,678.31	\$1,781.19
	HOURLY	\$20.56	\$22.52	\$23.98	\$25.45
	PT SUMMER	\$23.21	\$25.43	\$27.07	\$28.73
<b>2A</b>	ANNUAL	\$39,742.	\$43,314.	\$45,956.	\$48,631.
	MONTHLY	\$3,311.83	\$3,609.50	\$3,829.67	\$4,052.58
	BIWEEKLY	\$1,528.54	\$1,665.92	\$1,767.54	\$1,870.42
	HOURLY	\$21.84	\$23.80	\$25.25	\$26.72
	PT SUMMER	\$24.65	\$26.87	\$28.51	\$30.17
<b>3</b>	ANNUAL	\$41,925.	\$46,109.	\$49,201.	\$52,302
	MONTHLY	\$3,493.75	\$3,842.42	\$4,100.08	\$4,358.50
	BIWEEKLY	\$1,612.50	\$1,773.42	\$1,892.35	\$2,011.62
	HOURLY	\$23.04	\$25.33	\$27.03	\$28.74
	PT SUMMER	\$26.01	\$28.60	\$30.52	\$32.45
<b>4</b>	ANNUAL	\$47,415.	\$52,302.	\$55,972.	\$59,636.
	MONTHLY	\$3,951.25	\$4,358.50	\$4,664.33	\$4,969.67
	BIWEEKLY	\$1,823.65	\$2,011.62	\$2,152.77	\$2,293.69
	HOURLY	\$26.05	\$28.74	\$30.75	\$32.77
	PT SUMMER	\$29.41	\$32.45	\$34.72	\$37.00
<b>5</b>	ANNUAL	\$53,902.	\$59,636.	\$63,952.	\$68,250.
	MONTHLY	\$4,491.83	\$4,969.67	\$5,329.33	\$5,687.50
	BIWEEKLY	\$2,073.15	\$2,293.69	\$2,459.69	\$2,625.00
	HOURLY	\$29.62	\$32.77	\$35.14	\$37.50
	PT SUMMER	\$33.44	\$37.00	\$39.67	\$42.34
<b>6</b>	ANNUAL	\$61,514.	\$68,250.	\$73,334.	\$78,403.
	MONTHLY	\$5,126.17	\$5,687.50	\$6,111.17	\$6,533.58
	BIWEEKLY	\$2,365.92	\$2,625.00	\$2,820.54	\$3,015.50
	HOURLY	\$33.80	\$37.50	\$40.29	\$43.08
	PT SUMMER	\$38.16	\$42.34	\$45.49	\$48.64
<b>7</b>	ANNUAL	\$70,439.	\$78,403.	\$84,385.	\$90,354.
	MONTHLY	\$5,869.92	\$6,533.58	\$7,032.08	\$7,529.50
	BIWEEKLY	\$2,709.19	\$3,015.50	\$3,245.58	\$3,475.15
	HOURLY	\$38.70	\$43.08	\$46.37	\$49.65
	PT SUMMER	\$43.70	\$48.64	\$52.35	\$56.05

### 53. LIST OF REFERENCED DOCUMENTS

DOCUMENTS/PLANS	CLAUSES	LOCATION
<b>EXTERNAL</b>		
Medical Services Plan of British Columbia	43.1, 46.2.a.i, 17.12.1, 45.2, 37.7	Human Resources
Extended Health Benefit Plan	43.2, 46.2.a.ii, 17.12.2, 37.7	Human Resources
Dental Care Plan	43.3, 46.2.a.iii, 17.12.3, 37.7	Human Resources
Group Life Insurance Policy	43.4, 17.12.1, 37.7	Human Resources
Long-term Disability Plan	43.6, 27.8, 37.7	Human Resources
Employee Assistance Plan	43.7, 17.12.5, 37.7	Human Resources
Employment Insurance Commission Act -Supplemental Employment Insurance Benefit plan, Maternity/Parental and Adoptions -Supplemental Employment Insurance Benefit plan, Sick Leave -Subsection 57(13) of EI Regulations -law related to the plan	31, 27.11, 28, 30	Human Resources
Workers' Compensation Act	27.8, 42	Legal
Employment Standards Act	14.1.3.1	Legal
<b>INTERNAL</b>		
BCTF Staff Pension Plan	43.9, 17.12.6, 37.7	Human Resources
Deferred Salary Leave Plan	41	Human Resources
Supplemental Employment Insurance Benefit Plan - Maternity/Parental and Adoption	31	Human Resources
BCTF Expenses Policy	47, 24.8	Treasurer's Office
Salary Determination Committee - terms of reference	15.1.2, 20, Appendix H	Human Resources
Recall list	17.11, 15.1.1	Human Resources
Casual list	14.3.4	Human Resources
Record of all overtime hours worked -employer to maintain; union access on request	24.11	Human Resources
-List of Employees - May 1 of each year -Seniority list - July 31 of each year -Casuals seniority – every 6 months -Notification of: hirings, resignations, retirements, and deaths -Notification of: discharges, suspensions, and written warnings before they occur -Copies of fringe benefit plan documents plus relevant correspondence received from carriers	5.4	Human Resources

**54. APPENDIX A - LETTER OF AGREEMENT - TRAINING RATES**

Internal candidates appointed to positions for which they lack the qualifications as specified in the job description will be appointed at step 2 of the pay grade specified for the position if their current salary exceeds step 2 or at their existing salary if it is less than step 1 of the pay grade specified for the position.

Persons appointed at step 2 will move to step 3 after completing three calendar months performing the duties of the new position. Persons appointed at their current salary level will advance to step 1 of the designated pay grade for the position after completion of three calendar months performing the duties of the new position.

The foregoing is an interim scheme only. The final determination of pay rates will be made by the TFEU-BCTF Salary Determination Committee.

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TFEU

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B.C. Teachers' Federation

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Date

**55. APPENDIX B - LETTER OF UNDERSTANDING - PARKING**

1. The employer agrees to make sixty-five parking stalls in the building available to TFEU members, CEP/ASU members and Excluded staff at no cost on a first come, first serve basis.
2. The employer reserves the right to designate the use of a number of the sixty-five spaces for the implementation of an "Employee Transportation Management Plan".
3. The Transportation Alternatives Committee will make recommendations to the employer on the designation of such spaces and will be consulted prior to Executive Committee decisions regarding an "Employee Transportation Management Plan".
4. No Employee has the right to a guaranteed parking space.

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TFEU

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B.C. Teachers' Federation

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Date

**56. APPENDIX C - LETTER OF UNDERSTANDING - SUMMER HOURS, 2007-2012**

It is agreed by the parties that the memorandum entitled "Guidelines for 1991 Summer Hours" dated June 10, 1991 shall govern the administration of summer hours for the duration of the collective agreement commencing July 1, 2007.

Summer hours effective dates are as follows:

<b>YEAR</b>	<b>STARTING</b>	<b>ENDING</b>
2007	July 9th	August 31st
2008	July 7th	August 29th
2009	July 6th	September 4th
2010	July 5th	September 3rd
2011	July 4th	September 2nd

The hourly rate for Part-Time Employees will be increased to reflect the reduction in hours from thirty-five hours to thirty-one hours.

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TFEU

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B.C. Teachers' Federation

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Date

**57. APPENDIX D - LETTER OF AGREEMENT - TFEU/BCTF LIAISON COMMITTEE**

1. The parties agree to maintain a joint committee called the Liaison Committee consisting of not less than three employer and three union representatives. Employer representatives will include the executive director and two members of the executive committee, at least one of whom shall be a full-time table officer. Union representatives will include the president, the vice-president, and another representative of the union.
2. The general purpose of the committee will be to improve union/management relations, to minimize conflict by providing a forum for the exchange of information on areas of concern or dispute and to make recommendations for the resolution of such concerns or disputes when feasible.
3. Meetings will be held monthly.
4. A summary of the proceedings of the Liaison Committee will be prepared and circulated to the participants and the executives of the TFEU and the BCTF and approved by the parties at each subsequent meeting.
5. In addition to Liaison Committee meetings, the full Executive Committee of the TFEU and the full Executive Committee of the BCTF will meet semi-annually to become more fully acquainted with each other and to broaden their appreciation for both the mutual and separate concerns of the parties to the collective agreement.

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TFEU

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B.C. Teachers' Federation

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Date

**58. APPENDIX E – LETTER OF UNDERSTANDING, PROFESSIONAL QUALIFICATIONS**

1. The parties agree to meet, following the ratification of this agreement, to discuss the issue of an allowance to those TFEU members with professional qualifications related to their designated assignment.
2. This letter of understanding expires on December 31, 2008.

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TFEU

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B.C. Teachers' Federation

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Date

**59. APPENDIX F – LETTER OF UNDERSTANDING – RETIREES**

The parties recognize the mutual benefit of allowing retired Federation staff to continue to work on a casual or term basis after retirement. This type of employment will be governed by the following conditions:

- a) A retired Employee may request to work at the Federation on a casual basis.
- b) The Federation is free to either accept or reject such a request.
- c) Retired Employees on the casual list may apply for term positions, and will be considered internal applicants with no seniority.
- d) When such a casual request is accepted, or a term appointment has been made to a retired Employee, the applicable conditions shall be as set out in clauses 14.3.2 (with the exclusion of clause 43.8 – Staff Pension Plan, Article 12 – Seniority Modification, and clause 15.1- Job Postings), 14.3.5, 14.3.6, 14.3.7, 14.3.8, 14.3.9 and 14.3.11.
- e) The retired Employee will be placed on the casual grid in 14.3.5 at the same Pay Step of the position they retired from.
- f) Health and Welfare benefits shall be as set out in Article 45.
- g) No other clause of the collective agreement will apply to persons employed on this basis.
- h) Either the Employee or the employer may terminate this relationship by giving notice in writing of ten (10) calendar days.
- i) This letter of understanding will expire as of the end of this collective agreement unless extended by the mutual agreement of the parties.

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TFEU

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B.C. Teachers' Federation

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Date

**60. APPENDIX G - LETTER OF UNDERSTANDING - JOINT COMMITTEE - LESS THAN MINIMUM POSTING PROCESS**

**LETTER OF UNDERSTANDING**

The employer and the union recognize the value of hiring internally whenever possible. At the present time, staff that lacks the qualifications for posted vacancies, can obtain such positions when the employer chooses to repost positions internally with less than minimum qualifications.

The parties agree to form a joint committee to:

1. Review the process by which the decision to post jobs requiring less than minimum is arrived at with the objective of improving it, where possible, and making it more clearly understood by Employees.
2. Review the process by which Employees can improve their qualifications for all posted positions by considering such areas as training, work experience programs, and career path identification.

The objective of the committee will be to implement immediately any improvements in the process mutually agreed upon by the parties.

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TFEU

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B.C. Teachers' Federation

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Date

**61. APPENDIX H - JOB CLASSIFICATION AND SALARY DETERMINATION PLAN MAINTENANCE AGREEMENT**

*The parties agree that the employer and the union will review the benchmarks and update those job descriptions and add to the list of benchmark classifications in Schedule B. Any modifications to the Collective Agreement agreed to by the parties as a result of this process will be incorporated into the Collective Agreement, starting January 1, 2006 or at an earlier date if agreed to by both parties.*

*The parties agree that the review referred to above will be carried out beginning in October 2005 under the following conditions:*

- 1. Joint training of union and employer representatives: Two employer representatives, four members of the union Job Evaluation Committee and two union executive members, by David Fairey or another mutually agreed consultant to take place no later than October 19-20, 2005, or another mutually agreed date, at the employer's expense.*
- 2. Upon completion of the joint training an ad hoc committee of up to three (3) representatives from each party will carry out the review.*
- 3. A maximum of 10 days release time with casual replacement, where required, for each union representative.*
- 4. The ad hoc committee will report back to the parties no later than April 1, 2006.*

**JOB CLASSIFICATION AND SALARY DETERMINATION PLAN  
MAINTENANCE AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND:**

**TEACHERS' FEDERATION EMPLOYEES' UNION**

**1. Introduction**

The purpose of this agreement is to provide a standard procedure for the description, classification and evaluation of work performed by British Columbia Teachers' Federation Employees.

**2. Coverage**

The provisions of this agreement shall apply to all work which is now or shall come within the scope of the collective agreement between the parties. This agreement, including the Classification and Salary Determination Manual, shall be incorporated in and become part of the collective agreement.

**3. Existing Rights**

Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

- a. Subject to the collective agreement and subject to procedures of this agreement, the employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs, to eliminate jobs, or to change existing jobs;
- b. The union has the right to enforce all the provisions of the collective agreement and this agreement and in particular may ensure that:
  - i. a job has been established in a proper manner under the terms of the collective agreement and this agreement;
  - ii. a job description accurately describes the work required to be done and other factors pertinent to job evaluation;
  - iii. the qualifications established by the employer for a job are reasonable and relevant to the work required to be done and consistent with agreed to job or classification descriptions;
  - iv. a job is properly classified in relation to the class descriptions agreed to and properly assigned to a pay grade;
  - v. a new classification is properly compared and evaluated in relation to established benchmark classifications and allocated to a pay grade;
  - vi. a position is assigned to an appropriate job or position description.
  - vii. where a conflict arises between the collective agreement and this agreement, the collective agreement shall take precedence.

**4. Type of Plan**

The classification and salary determination plan administered under this agreement is broad band job classification, and factor comparison ranking of classifications relative to benchmark classes to determine pay grade allocation. Details of the plan are set out in the Classification and Salary Determination Manual – Schedule A.

**5. Benchmark Classifications**

- a. The benchmark class descriptions in existence at the date of this agreement and agreed to by the parties and listed on Schedule B shall constitute the sole criteria for classification comparison to determine pay rate allocation. Except as provided for in Section 14, no new benchmark classes shall be introduced and no existing benchmark class descriptions shall be changed except by mutual agreement between the parties. Neither party shall withhold mutual agreement unreasonably.
- b. The pay grades which are set out in Schedule B to this agreement shall be assigned a value derived from the salary schedule of the collective agreement. Each benchmark class shall be assigned to an appropriate pay grade which shall be deemed to comprise part of the classification.

**6. Classification Descriptions**

- a. The class descriptions in existence at the date of this agreement and agreed to by the parties shall constitute the sole criteria for classifying work covered by the collective agreement. Except as provided for in Section 9, no new class description shall be introduced and no existing class description shall be changed except by mutual agreement between the British Columbia Teachers' Federation and the union. Neither party shall withhold mutual agreement unreasonably.
- b. Classifications shall be allocated to pay grades on the basis of comparison to benchmark classes.

**7. Position Descriptions**

- a. The position or job descriptions, which are in existence on the date of this agreement and agreed to by the parties, shall comprise the base against which all changes shall be measured.
- b. The position of each Employee shall be assigned to an appropriate position description.
- c. Each position or job description shall be grouped for the purposes of classification and pay grade allocation according to the type of work and level of duties, responsibilities and requirements, as defined by broad banded classifications.

- d. The employer shall draw up descriptions for all positions and classifications for which the union is the certified bargaining agent. The said descriptions shall be presented in writing to the union and shall become the recognized position and class descriptions unless written notice of objection thereto, set out in specific detail, is given by the union within 25 working days.
- e. Each Employee shall be provided with a copy of the agreed to description for his/her position, and a copy of the classification description within which the position or job has been grouped/broad banded.

**8. Establishment of New Jobs**

- a. Prior to the establishment of a new job, the employer shall;
  - i. write a new position description;
  - ii. classify the new job in relation to classification/class descriptions;
  - iii. evaluate and rank a new classification/class in relation to Schedule B benchmark classes in the event that there does not exist a classification/class into which the new job can reasonably be grouped and broad banded; and
  - iv. assign such position to the description, classification and pay grade as shall be appropriate, and convey this information to the union before the job is posted.
- b. Within 25 working days of the receipt of notice, the union shall notify the employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- c. Where the union does not object within the time limits or accepts the job description and/or classification submitted by the employer, the job description and/or classification shall be deemed to be established.
- d. The job posting, promotion and transfer procedures contained in the collective agreement (Article 15) will not be interrupted by union review or objection to the employer's proposed description and/or classification of a new position, except in the case where the job posting is in conflict with the position description and/or classification information provided to the union by the employer under 8(1)(d) above.

**9. Changes to Existing Jobs:**

- a. Where the employer anticipates making any material change to an existing job, it shall forthwith notify the union of the anticipated change using a "Notice of Change to Existing Job" form (form 1).

- b. In the event that an anticipated job change is related to "Organization Change" or to "Technological Change" as defined in the collective agreement (Article 18 and 19), the procedures governing such changes will be completed by the parties before the procedures of the agreement are invoked.
- c. Where the employer changes an existing job to an extent that would affect its classification, it shall within 25 working days:
  - i. revise the permanent job description or write a new description; and
  - ii. classify and pay grade allocate the new or revised job.
- d. Within the above 25 working days the new or changed description, classification and pay grade shall be submitted to the union.
- e. Within 25 working days of the receipt of notice the union shall notify the employer that it accepts or objects to the new or revised description and/or classification and pay grade. Where it objects it shall provide written reasons for the objection.
- f. Where the union does not object within the time limit or accepts the new or changed description and/or classification and pay grade, the description and/or classification and pay grade shall be considered to be established.

**10. New or Changed Positions or Classes**

- a. In any case where either the employer has initiated significant change to the content of an existing position, or the union or an Employee is able to demonstrate significant change to the content of an existing position in the absence of an employer notice of change, the incumbent of such position shall remain in such position and receive the benefit of any resulting position reclassification or class re-evaluation.
- b. Where the union or an Employee considers that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- c. The Employee and a representative designated by the union shall complete a "Job Review Request Form" (form 2) indicating in what manner his/her position has changed and why he/she thinks the description or classification to which his/her position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Human Resources Department.
- d. Within 25 working days of the receipt of the "Job Review Request Form", the employer shall review its decision and shall notify the union of its determination.

- e. Should the union not accept the determination of the employer, it shall within 25 working days notify the employer giving written reasons for its objection. Where the union accepts the decision of the employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate description, classification and pay grade.

**11. Reclassification or Re-evaluation of Existing Classes**

1. Where the employer or the union consider that an existing class of positions is improperly constituted and/or described or evaluated and pay grade allocated on the basis of benchmark classification comparison, either party shall notify the other of the desire for a classification or evaluation review and shall state the reasons for such a review.
2. Where the employer initiates a reclassification or re-evaluation review of a class or receives a class reclassification or re-evaluation review request from the union the employer shall within 25 working days conduct such a review and notify the union of its decision.
3. Should the union not accept the determination of the employer, it shall within 25 working days notify the employer giving reasons for the objection. Where the union accepts the decision of the employer or does not object within the limits the classification shall be considered properly constituted and/or described and evaluated and assigned to the appropriate pay grade.

**12. Time Limits**

1. Extension of the time limits described herein shall be by mutual agreement.
2. Should the employer fail to act as it is required under the provisions of the agreement and fail to obtain the agreement of the union to an extension of time limits, the union shall have the right to commence appeal procedures on any initiative undertaken under the terms of this agreement.

**13. Appeal Committee Meeting**

1. Should the union object to any decision of the employer under the terms of this agreement representatives of the parties shall meet and constitute themselves as a "Classification and Salary Determination Appeals Committee", and shall discuss and clarify the issues in dispute and attempt to resolve the issues within 20 working days of the union's notice of objection.
2. Representation on the Classification and Salary Determination Appeals Committee shall be a maximum of three each from the employer and the union. Either party may bring to a committee meeting incumbents and their supervisors for the purposes of providing job information.

#### **14. Adjudication of Appeals**

1. Where the Appeals Committee has failed to resolve an objection of the union under the terms of this agreement the employer shall provide a written statement to the union of its "final position" on outstanding issues within 20 working days of the last Appeal Committee meeting.
2. If the employer's final position is not acceptable, or provided within the time limit, the union may within a further 20 working days period refer the dispute to the Job Evaluation Referee for a final and binding decision.
3. Any appeal by the union to the referee shall include written reasons in support of the appeal.
4. Within 60 calendar days of receipt of the union's statement of appeal the referee shall make every effort to hear the dispute and render a final and binding decision in writing.
5. The decision of the referee shall be based upon the same criteria applicable to the parties themselves. Where the referee allows the appeal his decision shall be limited to a direction that:
  - a. the position be assigned to another existing position/job description;
  - b. a new position description be prepared by the employer that more appropriately describes the type of duties, the level and complexity of the responsibilities and requirements, and other factors of job content relevant to classification under the plan;
  - c. a new or revised classification description be prepared by the employer that more appropriately describes the scope of jobs and job content of positions grouped within a classification;
  - d. a regrouping or reclassification of positions into classes;
  - e. except as outlined below, a re-evaluation and pay grade re-allocation of a class of positions on the basis of factor comparison ranking relative to benchmark classifications and Schedule B pay grade rankings.
  - f. Where the referee concludes that a classification cannot be reasonably evaluated on the basis of factor comparison to an existing benchmark class description, the referee shall notify the parties of his/her decision. The employer and the union shall thereupon endeavour to establish an appropriate benchmark class description within an existing or newly established pay grade for the purposes of evaluation comparison. Failing mutual agreement of the parties, each party shall make a

submission within 30 days to the referee as to the appropriate benchmark class to be added to Schedule B from existing classifications allocated to pay grades. The referee shall establish a new benchmark classification and the decision of the referee shall be binding on the parties.

- g. Establishes the effective date of any change in pay rate resulting from reclassification or re-evaluation.

**15. Job Evaluation Referee**

1. The referee shall be mutually agreed to by the employer and the union.
2. The referee shall be appointed for the term of the collective agreement and may thereafter be terminated by either party upon 60 days notice to the referee and the other party.
3. The fees and expenses of the referee shall be borne equally by the employer and the union.

**16. Pay Adjustments**

1. In the event that a position is reclassified to a class allocated to a higher pay grade, or a class of positions is re-evaluated to a higher pay grade, incumbents of all such positions shall be placed on the lowest step of the new higher pay grade which provides an increase above former rates of pay, with increment progression in accordance with Article 20 – Salary Determination of the collective agreement.
2. Where a pay rate increase results from the establishment of a new job or a change in an existing job, a reclassification or re-evaluation, retroactivity shall be from the date of filling the new position, or from the date of employer notice of a change to an existing job, or from the date of initiation of a re-evaluation review for a class of positions, or from the date of union or Employee review request under the terms of this agreement, or a mutually agreed-upon date.
3. Where the rate of pay of a position or class of positions is adjusted downwards under the terms of this agreement, incumbent Employees shall not suffer a reduction in pay but shall be red circled until the maximum of the pay grade exceeds the red circled rate. Such Employee shall retain his/her increment anniversary date in the event that the current salary is within the range of the lower pay grade.

**17. Definitions**

1. Position/Job:

A group of duties, responsibilities and requirements regularly assigned to one person. It may be full time, part-time, occupied or vacant, and may be created, changed or

deleted in order to meet operational requirements. The position is to be clearly distinguished from the Employee occupying it.

2. Classification/Class:

A group of positions which are sufficiently similar with respect to type of duties, level of responsibilities, requirements and working conditions such that they may be considered equal for the purposes of factor comparison and pay grade allocation and conveniently grouped into one broad job class for the purposes of classification description and benchmark class comparison.

3. Evaluation:

Means the process of comparing a classification description (and substantiating position descriptions for jobs grouped within a class) with respect to the factors of experience preferred, education and training preferred, complexity and judgment, responsibility for supervision, contacts and relationships required, physical and/or mental effort required, and working conditions, in relation to benchmark classification description, to determine the relative pay grade ranking and allocation of a classification.

4. Reclassification:

Means the transfer of a position or group of positions from one existing classification to another existing or newly created classification either as a result of a significant change in duties, responsibilities, qualifications, working conditions or other job content factors, or because the total job content of a position or group of positions does not correspond to the job content of the classification description to which it is currently allocated.

5. Re-evaluation:

Means re-assessment of the comparability of a classification description relative to Schedule B benchmark classification descriptions resulting in a change in the overall factor comparison pay grade ranking and allocation of a classification.

6. Employer:

The British Columbia Teachers' Federation, where all official communication under the terms of this agreement is through the personnel officer.

7. Union:

The Teachers' Federation Employees' Union, where all official communication under the terms of this agreement is through the president.

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TFEU

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BC Teachers' Federation

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Date

## **SCHEDULE "A"**

### **BRITISH COLUMBIA TEACHERS' FEDERATION AND TEACHERS' FEDERATION EMPLOYEES' UNION**

#### **CLASSIFICATION AND SALARY DETERMINATION MANUAL**

This manual outlines the classification process and the method of classification evaluation employed for determination of classification pay grade allocation. It also describes the format of position and classification descriptions, and definitions of factors and common terms.

#### **1. Position Descriptions**

The duties, responsibilities and required knowledge, skills, effort and working conditions of each and every position are described by a position or job description. Each position description shall be identified by a "Working Title" and/or a "Class Title". The standard position description format is contained in Appendix I of the manual.

#### **2. Classification**

Position descriptions are grouped or allocated to an existing, revised or newly created classification description, and thereby "classified". Position grouping into classes is on the basis of similarity of type of work and overall comparability in level of described knowledge and skills, responsibilities, effort and working conditions. A position then becomes identified by the class title under which it has been grouped.

Positions which cannot be reasonably grouped within any existing or revised classification description on the above basis then becomes an independent or specialized classification requiring a classification description.

If a new or revised position description is grouped within an existing classification without change to the latter, the pay grade allocation of the classification is the pay grade of the position.

The broad general definition of the type of duties and level of responsibilities, knowledge, skills, complexity, effort and working conditions of all positions grouped within a classification are described by a classification description.

Each classification shall be identified by a "Classification Title", a pay grade, and the "Benchmark Classes" primarily compared to in the determination of pay grade allocation.

The standard classification description format is contained in Appendix II.

### 3. **Classification Pay Grade Allocation**

The pay grade allocation of a new or revised classification is determined by a ranking method of paired classification factor comparison. The criteria for comparison is a set of "Benchmark Classes" (listed in Schedule "B") that are mutually agreed by the British Columbia Teachers' Federation and the Union of Teachers' Federation Employees to be properly allocated to pay grades within the collective agreement salary schedule. A new or revised classification description is compared with any one of a number of "Benchmark Classes" until the new or revised classification is found to equate approximately with one or more Benchmark Classes within one pay grade.

In each Benchmark comparison exercise the new or revised class is analyzed and compared with respect to each of the following seven factors of job content:

1. Experience
2. Education and Training
3. Complexity and Judgment
4. Responsibility for Supervision
5. Contacts and Relationships
6. Effort
7. Working Conditions

These factors are defined in Appendix III. Equal weight is given to each factor. The class that is more demanding in terms of each factor comparison than the "Benchmark Class" it is paired with scores three points for each such factor comparison. The class that is the lesser of the two in each comparison scores one point. If a class compared with a Benchmark is equal in a factor comparison, each class scores two points. After a new or revised class is compared to a "Benchmark Class" on each of the seven factors, the scores for all paired factor comparisons for the comparison class and the "Benchmark Class" are totaled and then divided by two to determine a relative ranking score. The comparison class that ranks (scores) approximately equal to a "Benchmark Class" (i.e. a relative ranking score of within 1.5 (+) or (-) of the "Benchmark Class") is allocated to the same pay grade as the "Benchmark Class".

### **Position Described and Classified Not Person**

Throughout the whole process of describing, classifying and evaluating jobs, it is the position that is the subject of analysis and not the Employee.

### 4. **Definitions**

a. Position/Job:

A group of duties, responsibilities and requirements regularly assigned to one person. It may be full time, part-time, occupied or vacant, and may be created, changed or deleted in order to meet operational requirements. The position is to be clearly distinguished from the Employee occupying it.

b. Classification/Class:

A group of positions which are sufficiently similar with respect to type of duties, level of responsibilities, requirements and working conditions such that they may be considered equal for the purposes of factor comparison and pay grade allocation and conveniently grouped into one broad job class for the purposes of classification description and benchmark class comparison.

c. Evaluation:

Means the process of comparing a classification description (and substantiating position descriptions for jobs grouped within a class) with respect to the factors of experience preferred, education and training preferred, complexity and judgment, responsibility for supervision, contacts and relationships required, physical and/or mental effort required, and working conditions, in relation to benchmark classification description, to determine the relative pay grade ranking and allocation of a classification.

d. Reclassification:

Means the transfer of a position or group of positions from one existing classification to another existing or newly created classification either as a result of a significant change in duties, responsibilities, qualifications, working conditions or other job content factor, or because the total job content of a position or group of positions does not correspond to the job content of the classification description to which it is currently allocated.

e. Re-evaluation:

Means re-assessment of the comparability of a classification description relative to Schedule B benchmark classification descriptions resulting in a change in the overall factor comparison pay grade ranking and allocation of a classification.

**SCHEDULE "B"**

**Benchmark Classification Pay Grade Allocations**

<b>PAY GRADE</b>	<b>TITLE</b>	<b>JOB NO.</b>	<b>DATE</b>
<b>2</b>	Records Inventory Clerk	B0200.J021002	Feb. 89
	Janitor	B0201.J021722	Apr. 82
	Records Clerk A	B0202.J045529	Apr. 87
	Library Clerk A	B0203.J048429	Apr. 87
<b>3</b>	PD Administrative Secretary	B0300.J023029	Apr. 87
	Layout/Designer/Illustrator Typesetter	B0301.J027007	Jan. 86
	Accounts Payable Clerk	B0302.J029602	Mar. 89
	Accounts Receivable Clerk	B0303.J029802	Mar. 89
	BRG Administrative Secretary	B0304.J0454	07 Jun. 84
<b>4</b>	Supervisor Member Records	B0400.J026602	Mar. 89
	Sr. Accounting Clerk A	B0401.J029302	Mar. 89
	Sr. Accounting Clerk B	B0402.J041702	Mar. 89
<b>5</b>	Programmer Analyst	B0500.J031402	Mar. 89
	Supervisor	OSDB0501.J032002	Mar. 89
	Supervisor	BRGB0502.J041506	Apr. 83
	Supervisor	PDB0503.J048927	Apr. 87
<b>6</b>	Research Analyst	B0600.J040810	Mar. 83
	Co-ordinator Production	B0601.J045714	Nov. 84
<b>7</b>	Newsletter Editor	B0700.J026228	Jun. 82
	Comptroller	B0701.J029102	Mar. 89

**APPENDIX I**

**BCTF/TFEU POSITION/JOB DESCRIPTION STANDARD FORMAT**

**Identification**

**Working Title:** \_\_\_\_\_

**Class Title: Pay Grade:** \_\_\_\_\_

**Division/Department:** \_\_\_\_\_

**Date Jointly Approved:** \_\_\_\_\_

**Supervisor's Title:** \_\_\_\_\_

**Principle Duties and Responsibilities**

**Machines, Equipment and Work Aids Used**

**Positions Supervised**

**Experience Preferred**

**Education and Training Preferred**

**Contacts and Relationships Required**

**Physical and/or Mental Effort Required**

**Working Conditions (if excessively disagreeable or undesirable)**

**APPENDIX II**

**BCTF/TFEU CLASSIFICATION DESCRIPTION STANDARD FORMAT**

**Identification**

**Classification Title:** \_\_\_\_\_

**Pay Grade:** \_\_\_\_\_

**Benchmark Classes Compared To:** \_\_\_\_\_

**Date Description and Pay Grade Allocation Jointly Agreed to:** \_\_\_\_\_  
\_\_\_\_\_

**Function and Purpose of Positions Broadly Grouped Within Class**

(Generally defines the type of work of the class and the level of complexity and responsibility required.)

**Principle Duties and Responsibilities of all Positions Grouped Within Class**

**Machines, Equipment and Work Aids Commonly Used**

**Number of Position Typically Supervised**

**Experience Typically Preferred**

**Education and Training Typically Preferred**

**Contacts and Relationships Typically Required of the Class**

**Physical and/or Mental Effort Common to the Class**

**Working Conditions (where typically excessively disagreeable or undesirable)**

## **APPENDIX III FACTOR DEFINITIONS FOR BENCHMARK CLASS COMPARISON**

**Factor Name:** Experience

**Factor Definition:**

This factor measures the approximate length of employment time (years) normally required in related or lower level work to obtain the necessary job knowledge and skills and to become fully adjusted to the job under review.

**Factor Name:** Education and Training

**Factor Definition:**

This factor measures the knowledge and skill required to perform the job according to the approximate length of formal education and/or training normally required (years) in order to become employed. The factor measures the employment standards of the organization where in the absence of the requisite formal education and/or training an equivalent combination of applied experience and/or training in similar or related work is considered of equal value.

**Factor Name:** Complexity and Judgment

**Factor Definition:**

This factor measures the degree of difficulty of tasks, the independence to be exercised and the responsibility to make decisions and judgments that affect the production of materials or the provision of services. Although not intended to be exhaustive of the components of complexity and judgment, the major dimension of the judgment factor is the degree of independence and/or precision required in the production of materials or services or the solution of problems.

**Factor Name:** Responsibility for Supervision

**Factor Definition:**

This factor measures the degree and scope of responsibility required in the supervision of the work and activity of other Employees. This factor has two dimensions: the size of the group supervised and the percentage of time normally performing supervisory functions or the scope of supervisory responsibility.

A job is considered to contain elements of "supervision" when it is relied upon by a Director, Assistant Directors or Senior Supervisors to allocate, assign and direct the work of others within a division, to provide the technical direction and training on methods and procedures, to promote and control the quantity and/or quality of the work of the group, to maintain harmonious relations among members of the group, and to provide motivation.

Additional elements which add value to the supervisory function involve responsibility to provide budget justification for support of staff and related office expenditures; evaluation, selection and probationary performance appraisals of new staff; ensuring that policies and agreements are adhered to in the scheduling and approving of hours of work, overtime, vacation and leaves of absence; initiating disciplinary action and recommending forms of discipline; establishing and reviewing in consultation with directors, co-workers and Personnel the qualifications and requirements of positions supervised; certifying the content of job descriptions.

**Factor Name:** Contacts and Relationships

**Factor Definition:**

This factor recognizes and measures the requirement for interpersonal skills to communicate orally with other Employees, members of the organization and others, to obtain cooperation, to provide information, to persuade to consent to or take a course of action, and to achieve and maintain harmonious relations. Two dimensions are considered: whether contacts are limited to other Employees within the building or include contacts with members and others external to the building; and the degree of skill normally involved, the difficulty of communications normally required and/or the purpose of the communication.

**Factor Name:** Effort

**Factor Definition:**

This factor measures the extent to which the normal requirements of the job induces excessive physical and/or mental fatigue. If the nature of the work is such that it requires physical and/or mental effort substantially greater than that required for a sedentary clerical position it is valued above the norm.

**Factor Name:** Working Conditions

**Factor Definition:**

This factor measures the extent to which the normal environment of the job is excessively disagreeable or undesirable due to regular exposure to personal hazard or to dirt, dust, fumes, heat, cold, noise, vibration, glare or monotony. If the nature of the work is such that the excessively disagreeable or undesirable element cannot be avoided it is valued above the norm.

**GUIDE TO RECLASSIFICATION PROCEDURE**  
**(for specifics, see Appendix H)**

**Step 1**

Union or Employee considers a position significantly changed or not assigned to an appropriate job description OR requests a classification or evaluation review. Page 88 #10

**Step 2**

Union requests a review using a Form 2, includes a revised Employee job description with strikeovers, and submits to Employer. Page 88 #10(c)

**Step 3**

Within 25 days Employer reviews Form 2 with revised job description, and notifies Union of its determination. Page 89 #10(d)

**Step 4**

Within 25 days Union reviews Employer determination and accepts or rejects proposed new or changed description and/or classification and pay grade, and advises reason. Page 89 #10(e)

**Step 5**

If Union rejects: within 20 days Employer and Union meet as an Appeal Committee of six: three members from each side. Page 89 #13

**Step 6**

If Appeal Committee fails to agree: within 20 days of the last meeting, Employer provides a written statement to the Union of its “final position.” Page 90 #14(1)

**Step 7**

If Employer “final position” is unacceptable: within 20 days Union may refer dispute, with reasons, to the Job Evaluation Referee for a final and binding decision. Page 90 #14(2)

**Step 8**

Referee will make every effort to hear dispute and render a final and binding decision within 60 days. Page 90 #14(4)



**TFEU/BCTF CLASSIFICATION AND SALARY DETERMINATION**

**FORM 2: JOB REVIEW REQUEST FORM**

Name: \_\_\_\_\_

Present Job Description Title: \_\_\_\_\_

Department/Division \_\_\_\_\_

Immediate Supervisor: (a) Name: \_\_\_\_\_

(b) Title: \_\_\_\_\_

Reasons for review request:

a. List new or changed duties, responsibilities or requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Give reasons why job and/or classification description to which position currently assigned is inappropriate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date new or changed duties assigned: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized HR staff receiving notice Date

\_\_\_\_\_  
Signature of authorized Union JEC rep submitting request Date

Copy to : HR, Union JEC Rep, Employee, Supervisor

**62. APPENDIX J – TRANSIT SUBSIDY**

The Federation agrees to subsidize 50% of the transit costs for all Employees who use public transportation to and from work according to the conditions currently set out by the “TRAC” (Transportation Alternatives) Committee.

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TFEU

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B.C. Teachers’ Federation

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Date

**63. APPENDIX K – BCTF SIP PLAN – LTD CLAIMS ADMINISTRATION**

The parties agree to establish a joint committee on the following issues:

1. The issues that give rise to the union’s position tabled in negotiations regarding the administration of LTD claims.
2. The feasibility of claims administration and adjudication being done external to the BCTF.
3. Options with respect to the delivery of LTD to employees within the support staff bargaining unit.

The objective of the joint committee will be to recommend to the Federation any improvements to the existing process mutually agreed upon by the parties.

\_\_\_\_\_  
TFEU

\_\_\_\_\_  
B.C. Teachers’ Federation

\_\_\_\_\_  
Date

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