

LABOUR AGREEMENT

July 1, 2022 to June 30, 2025

by and between



**The King's Printer of the Government
of the Province of British Columbia**

and

Unifor

LOCAL 780G



**AGREEMENT MADE THIS
25TH DAY OF JANUARY, 2023**

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ARTICLES OF AGREEMENT

BETWEEN:

THE KING'S PRINTER OF THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

(hereinafter referred to as the King's Printer)

PARTY OF THE FIRST PART

AND:

UNIFOR
LOCAL 780G

(hereinafter referred to as the Union)

PARTY OF THE SECOND PART

INTERPRETATIONS AND DEFINITIONS

“Employer” means the King’s Printer of the Government of the Province of British Columbia (King’s Printer).

“Union” means Unifor Local 780G

“Employee” means a person who is included in the bargaining unit.

“Supervisor” replaces the word “foreman,” used in the collective agreement prior to 1993. This change is made solely for the purposes of gender neutral language consideration.

“Regular Employee” means an employee that has been employed for six months.

“Bargaining Unit” means all employees of the Employer except those excluded by the certification.

The interpretation of all other definitions or expressions used in this Agreement, that are not self-explanatory, shall be referred to the Standing Committee.

PREAMBLE

The purpose of this agreement is to establish mutually satisfactory relations between the Employer and employees and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

It is also agreed by the parties that this agreement shall not be in conflict with the B.C. *Labour Relations Code*, other applicable labour legislation, and the B.C. *Human Rights Code*.

ARTICLE 1 — UNION RECOGNITION

- 1.01** The Employer recognizes the Union as the exclusive representative for all employees within the bargaining unit for all purposes consistent with collective bargaining as provided in appropriate Provincial Labour Legislation.
- 1.02** The Employer agrees to employ in its plant, for all job functions over which the Union has jurisdiction by virtue of this Agreement and/or certification, only members of the Union who are in good standing. Should the Union be unable to furnish the required number of people within a reasonable time after formal request, the Employer shall have the right to employ competent individuals provided such persons are paid the minimum rate provided for in this Agreement for the classification for which such person is employed. It is understood that any such person employed shall be placed on a Union permit and shall be replaced by a Union member when available.

ARTICLE 2 — UNION SHOP

- 2.01** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this contract shall remain members in good standing.
- 2.02** It shall be a condition of employment that those employees who are not members of the Union on the execution date of this contract shall, on or before the thirtieth (30th) day following the execution date of this contract, become and remain members of the Union in good standing.
- 2.03** It shall also be a condition of employment that all employees covered by this contract and hired on or after its execution date, shall on or before the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union in good standing.
- 2.04** The Employer agrees to notify new employees that they will be required to make application for membership in the Union within thirty (30) days from the date of employment.
- The Employer shall notify the Union and the Shop Stewards in writing of the new employee's name, classification and date of employment.
- 2.05** Any employee covered under Articles 2.02 and 2.03 above who fails to become a member of the Union as therein provided or to whom membership is denied because of the employee's failure to tender initiation fees or dues, then within ten (10) days after written notice from the Union the Employer shall discharge such employee.
- 2.06** If membership of any employee shall be terminated because of the employee's failure to tender Union dues, then within ten (10) days after written notice from the Union the Employer shall discharge such employee.
- 2.07** The Union reserves the right to deny Union membership to any applicant. An employee who fails to qualify for membership shall be discharged by the Employer within ten (10) days of written notification by the Union, provided that a justifiable explanation is given to the Employer.
- 2.08** A person who has been discharged for failing to become or continue to be a member of the Union in good standing, for any of the reasons outlined above shall not be rehired by the Employer unless such person shall first become a member of the Union in good standing.

ARTICLE 3 — HIRING

- 3.01** The Employer agrees to inform the Union of all position vacancies covered by this collective agreement and to post such positions within the bargaining unit.
- The Employer agrees to stipulate the length of employment for term employees.
- Appointments to and from within the Public Service will be based on applying the principles of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the Public Service.
- The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job

types within a classification, which have been evaluated under the selection standards project. Selection procedures shall also include consideration of years of continuous service, ie., 0.5% of total competition points for each year of continuous service to a maximum of 10% of total competition points (maximum of 20 years).

- 3.02** (a) The Employer agrees to advise new employees at the time of hire that a collective agreement is in place and that there are conditions for Union Shop and Dues Check-off. New employees shall also be provided with the names, locations and work telephone numbers for the shop stewards.
- (b) The Employer agrees to notify the stewards of the names, classifications and work telephone numbers for all new employees.

Stewards will be given an opportunity to meet and interview each new employee within regular working hours, without loss of pay, for twenty (20) minutes sometime during the first thirty (30) days of employment.

ARTICLE 4 — JURISDICTION

- 4.01** All employees including supervisors employed in the production departments of the Employer shall be members of the Union in good standing. It is understood and agreed that all instructions, orders and distribution of work shall emanate from the supervisors to the members of the department of which the supervisor is in charge or is responsible. The work classifications set forth in the Appendices shall be deemed to be included in the jurisdiction but shall not exclude the generality of the foregoing. This section shall apply to the plant of the Employer and/or any other plant or location to which the Employer moves all or any part of said production departments for which the Union is certified.

ARTICLE 5 — DUES CHECK-OFF

- 5.01** The Employer agrees upon receipt of signed authorization to deduct from the earnings of each employee Union dues and assessments as authorized by the individual employee and transmit same to the Union office, not later than the tenth (10th) day of the month next following that for which deductions were made.

The Employer shall at the time of making such payment to the Union, submit a typewritten statement in the manner requested on the forms supplied by the Union for this purpose. Cheques are to be made payable to the Union as directed. It is agreed that Union dues and/or assessments will be deducted from the employee's earnings each pay day.

- 5.02** Such authorization shall not be revocable for a period of one (1) year or until the termination date of this contract or renewals thereof, or until termination of employment, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Employer.

ARTICLE 6 — WAGES

- 6.01** The minimum wage rates to be paid shall be as set out in Appendix A of this Agreement.
- 6.02** It is further agreed that the wage scales outlined in the Appendix A shall continue during the life of this contract, except as may be mutually agreed between the parties hereto. It is understood that employees now receiving above the wage scale herein provided shall not be reduced during the life of this contract.
- 6.03** Employees shall be paid in full every second Friday. Where referred to in this agreement monthly salary shall =

bi-weekly × 26.0893

12

- 6.04** Employees working on a night shift are to be paid fifteen percent (15%) higher than the day rate. Overtime for night shifts is to be computed on the total of appropriate rate plus the fifteen percent (15%). All shifts starting after twelve (12) noon shall be considered night shifts.

- 6.05** (a) Proofreader shall receive 5% over the regular Journeyman's scale when performing those duties. Subject to rate retention Article 6.06.
- (b) It is understood that other than the shift premium for night shift as per Article 6.04 no other adds to pay will apply to the supervisor rates.

6.06 *Rate Retention*

During a shift when an employee is transferred to or from a job carrying a higher rate the higher rate shall apply for all time worked at the higher rate. Where an employee works for one hundred and twenty (120) minutes or more, the higher rate is to apply for the entire shift.

ARTICLE 7 — HOURS OF WORK

- 7.01** (a) The regular work day shall be seven (7) hours per day and the regular work week shall be thirty-five (35) hours per week: Monday to Friday inclusive.

The following exceptions to the daily hours of work may be granted to improve employees' quality of work life, by mutual agreement of the majority of the combined membership of a department(s) as specified in Article 7.05 and mutual consent by the Employer:

- (i) Four Days of Work per Week Schedule; (8 hours 45 minutes of work per day)
- (ii) Nine Days of Work per Biweekly Schedule. (7 hours 47 minutes of work per day)

It is agreed and understood that one of the exceptions to the regular Monday to Friday work week may be chosen by all members of a department or a combination of exceptions may be chosen, including some employees opting to remain on the regular work week.

It is understood that the implementation of either schedule is dependent on receiving confirmation from the Employer prior to implementation.

When employees are working a schedule that is an exception to the regular Monday to Friday work week, it is agreed that where urgently required or confidential work, or work for the Legislative Assembly requires overtime on Friday, a sufficient number of qualified employees at the appropriate classification will be made available to perform such work.

When employees are working either the Four Days of Work per Week Schedule or the Nine Days of Work per Biweekly Schedule, statutory holiday makeup or credit of time will be done to adjust for a 35-hour work week as follows:

- (i) Four Days of Work per Week Schedule and Nine Days of Work per Biweekly Schedule adjustment time will be made the week following the holiday. Holidays falling on the employee's scheduled day off will be banked and rescheduled by mutual agreement between the employee and the supervisor and must be rescheduled within three (3) months of the date of the Holiday. It is understood that supervisors will consider and to accommodate operational needs however once a Holiday has been rescheduled it cannot be changed without the employee's agreement and the Holiday must still be rescheduled within the three (3) month period.
- (b) The start and end times for all shift schedules shall be uniform, as determined by the employer, except where mutually agreed between the Employer and employee.
- (c) Day shifts shall start between 7 a.m. and 9 a.m. and Nights shifts shall start between 12:00 p.m. and 3 p.m.
- (d) Shift selections shall be by seniority.
- (e) It is understood that the supervisor will stipulate the number of employees that can be off on each day of the week and, when the Legislative Assembly is in session, the minimum number of employees to be on the Night Shift.

It is also understood that in the case of the Preparatory/Electronic Publishing Department should they elect to be on the Four Days of Work per Week Schedule or the Nine Days of Work per BiWeekly Schedule, with the exception of the supervisor, each employee will elect, by the end of the first week of January and July each year, whether they wish to participate in these alternate work schedules. Those who indicate a wish to participate may revert back to the seven-hour, five-day work week upon giving one working week notice to the supervisor.

Employees who elect to revert to the normal shift will not be able to move back onto the four-day schedule or Nine Days of Work per Biweekly Schedule for the remainder of the six-month period.

The King's Printer may, notwithstanding the seniority list, stipulate that, for operational reasons, named employees not be scheduled to be off work on the same day of the week.

The supervisor may ask employees to change their scheduled day off within the same week or to the following week if there are operational needs. Such employees will endeavour to accommodate, if possible. An employee who agrees, and has a day off the following week, will be given choice of day off with no possibility of refusal.

Note: The one hour cross-over between Day Shift and Night Shift is not intended to be an overlap for exchange of information purposes.

(f) The Employer shall have the regular hours of work, including the regular starting time and the regular stopping time, for each department posted on the time clock or bulletin board at all times.

7.02 (a) There shall be a regular luncheon period of not less than one half (1/2) hour or more than one (1) hour to be completed within not more than five and one half (5.5) hours after the regularly posted starting time.

Employees shall not be required to work during the normal lunch period except in the case of emergency and then only journeypersons of the specific branch of the trade shall be required to do so. Any person required to work during the lunch period for the reasons contained in this section shall be granted a lunch period during the hour next following their normal lunch period.

(b) All employees shall have two (2) fifteen (15) minute rest periods in each "shift." One (1) rest period to be granted midway between the start of the shift and the stopping time for lunch and the second rest period midway between the starting time after lunch and the end of the regular shift. Rest periods shall be taken without loss of pay and/or shall not extend the length of the shift.

7.03 All time worked before or after the established shift to which an employee has been assigned shall be considered overtime.

7.04 Whenever possible employees shall be given twenty-four (24) hours prior notice of change of shift. No members shall be required to change their regular starting time more than once in a regular work week.

Once a shift has been changed, any further amendments to the start time will require mutual approval of the Employer and the employee for any successive changes in the same week provided it is within the designated start times as stated in Articles 7.01 and 7.05 of the collective agreement.

When an employee is required to change their shift they shall have twelve (12) clear hours before beginning their new shift.

7.05 The starting time for day shifts shall be between the hours of 7:00 a.m. and 9:00 a.m.

It is understood that the starting time shall be uniform for all members of a department except in instances where the Employer and the department supervisor determine that a shift overlap is required. In such instances, the starting time for the employee(s) required to overlap may be adjusted by up to fifteen (15) minutes. The following shall be considered as departments for the purpose of this section:

Preparatory / Electronic Publishing Department

During the sitting of the Legislature the Preparatory/Electronic Publishing Department graveyard shift will have a starting time of 10:00 p.m. In such instances the overtime provisions of Article 10 will not apply to the two (2) hours worked between 10:00 p.m. and midnight on a Sunday, a holiday or the day celebrated as the holiday pursuant to Article 11.02.

ARTICLE 8 — CALL IN AND REPORTING PAY

8.01 Any employee reporting for work shall be granted a full day's pay except in the event of the employee's own lateness in reporting for work or voluntary leaving before the end of a shift — this to include Saturdays, Sundays and holidays.

8.02 An employee who reports for work on the job and becomes ill prior to the last two (2) hours of their shift is eligible for STIIP benefits under Appendix B. These absences will be recorded.

Should the employee leave the work site due to illness with two (2) hours or less remaining in the shift, they will receive full pay for the shift.

- 8.03** An employee injured while working on the job and requiring medical attention and therefore unable to finish their day's work shall be paid for the full day.
- 8.04** An employee called back to work physically shall be paid for a minimum of three (3) hours at their appropriate overtime rates. For the first two (2) hours worked an employee shall receive one and a half (1.5) times their appropriate hourly wage rate and for the hours worked in excess of two (2) hours an employee shall receive two (2) times their appropriate hourly wage rate. Call back for the purpose of this clause shall be defined as a call to work after the employee has completed their shift and left the plant.
- 8.05** For employees working remotely the definition of call back shall be a call after the employee has completed their shift. It is understood that the term "remotely" shall mean performing work at an offsite location.
- An employee called back to work remotely shall be paid a minimum of fifteen (15) minutes at one and a half (1.5) times their appropriate hourly rate and shall be paid at overtime rates as per Article 10 for each fifteen (15) minute period in excess of fifteen (15) minutes. Any portion of fifteen (15) minutes will be considered fifteen (15) minutes.
- 8.06** It is agreed that when overtime that has been scheduled for a Saturday, Sunday or a holiday is cancelled after the employees so scheduled have left the plant, the Employer shall pay the employees so involved an amount equal to three (3) hours wages at one and one-half (1.5) times their regular pay.
- 8.07** *Leave for Medical and Dental Appointment*

This will confirm the King's Printer will continue its past practice of allowing employees a reasonable amount of time off with pay to attend medical and dental appointments where it is not possible to schedule such appointments outside of regular scheduled working hours.

It is understood that employees are expected to make every effort to schedule their appointments outside of the normal hours of work, particularly those employees on the modified work schedule of a four (4) and a four and one half (4.5) day work week.

It is understood that any issues or concerns which arise will be reviewed by the Director of the King's Printer and the applicable shop steward upon request.

ARTICLE 9 — EMPLOYMENT CONTINUITY

- 9.01** Whenever slack periods occur in the shop or any of its departments the Employer agrees to discuss with the Union all problems of employment and hours of work that would disturb the continuity of employment for regular employees.
- 9.02** No employee may be disciplined or discharged except for just cause. Before the discipline or discharge of a shop steward or an officer of the Local, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the National Union for the purpose, when an officer of the Local is involved. In the event of a discharge of an employee, the Employer shall simultaneously furnish reason for such discharge in writing.
- 9.03** (a) In the event of a reduction in the number of staff in a department, those with the least continuous service with the Employer within a department shall be the first to be laid off. For purposes of this Article, there shall be one (1) department as follows:
1. Preparatory/Electronic Publishing Department.
- Employees retained will have the necessary skill and ability to perform the work which is required to be done after a reasonable period of time to familiarize themselves with new duties. This period shall be mutually agreed to by the Employer and the Union.
- In the event of a subsequent increase in the number of staff, the Employer will notify the Union in accordance with Article 3.
- This shall not interfere with the Employer's right to discharge for just cause.
- (b) Any employee who has been regularly employed for a period of six (6) months or more but less than three (3) years and who is to be laid off for any reason whatsoever, except just cause, shall be given twenty (20) working days notice or twenty (20) days pay in lieu thereof.

Any employee who has been regularly employed for a period of more than three (3) years and who is to be laid off for any reason whatsoever, except just cause, shall be given six (6) weeks notice or six (6) weeks pay in lieu thereof. An employee must give two (2) weeks' notice of termination and when an employee does so, shall be retained in employment for said two (2) weeks' notice or be awarded two (2) weeks' pay in lieu thereof.

- (c) Regular employees who have less than three (3) years' service and who are laid off for any reason whatsoever shall receive in addition to all other amounts of remuneration due them, severance pay in the amount of two (2) weeks' current rate of pay for each year of continuous employment or major part thereof (major part thereof is defined as in excess of 26 weeks). Employees with less than six (6) months' service shall have no entitlement to severance pay.
- (d) It is further agreed that employees who have more than three (3) years' continuous service and who are laid off for any reason whatsoever shall receive in addition to all other amounts of remuneration due them, severance pay as follows:

For each year of completed employment or major part thereof, three (3) weeks current salary (major part thereof is defined as in excess of twenty-six (26) weeks). The employee will not receive an amount greater than twelve (12) months current salary. If the employee's severance pay entitlement is the result of voluntary resignation pursuant to Clause 9.07, the maximum amount will be twelve (12) months current salary.

Note: *It is understood that although the previous twenty-six (26) week maximum is being amended to twelve (12) months, the Employer may still elect to implement a pre-layoff canvass with a maximum of less than twelve (12) months.*

- (e) It is understood and agreed that (c) and (d) above will not both apply. Employees who receive severance pay shall be deemed to have resigned.
- (f) Employees terminated for cause shall have no entitlement to severance pay. This shall not restrict an arbitrator's authority under Section 98 of the appropriate Provincial Labour Legislation.

9.04 A regular employee who is fifty-five (55) years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this Article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.

9.05 A regular employee who resigns their position or is laid off and within sixty (60) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension contributions or elected to receive severance pay.

9.06 Notwithstanding 9.03 (b) a regular employee who is to be laid off for a period of less than twenty (20) work days shall be given six (6) days' notice, granted a leave of absence without pay for the term of the lay off and shall retain all provisions and rights in relation to seniority and other fringe benefits.

9.07 *Pre-layoff Canvass*

- (a) Prior to the layoff of (a) regular employee(s), the Employer may canvass any employee or groups of employees within the Plant to invite:
 - (i) placement into a vacant position within the Plant;
 - (ii) resignation with severance as provided for in Article 9.03(c) or 9.03(d) whichever is appropriate given years of service; or
 - (iii) where eligible, early retirement as outlined in Article 9.04.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

ARTICLE 10 — OVERTIME

- 10.01** The employees agree to work such overtime as may be reasonably necessary to meet production requirements, subject to any restrictions placed on overtime in other sections of this Agreement and/or Appendices provided that if any employee gives legitimate reason for not being able to work overtime, the Employer will not require such person to do so.
- 10.02** (a) For all hours worked in excess of the regular work day, Monday to Friday inclusive, an employee shall receive one and a half (1.5) times their appropriate hourly rate for the first two hours and two (2) times their appropriate hourly wage rate for the rest of the shift.
- (b) For all hours worked on a Saturday or Sunday, an employee shall receive two (2) times their appropriate hourly wage rate.
- 10.03** For each hour worked on a holiday (under Article 11) an employee shall receive three (3) times their appropriate hourly wage rate.
- 10.04** Twenty-four (24) hours' notice of overtime work shall be given to employees except in the case of equipment breakdown or other emergencies during the course of the day.
- 10.05** Overtime shall be distributed as equitably as possible.
- 10.06** (a) Overtime shall be compensated either in cash or time off, or a combination of both, at the employee's option.
- (b) If an employee elects to bank overtime, it must be requested on the appropriate form at the end of each pay period. If such form is not received by the end of the applicable pay period, the overtime shall be paid in cash.
- (c) Banked time off shall be scheduled by mutual agreement between the employee and the supervisor.
- (d) Accumulated banked time remaining as of December 31 shall be paid out by the following pay period; however, an employee may elect to carry over banked time from one calendar year to the next. Such carry-over of banked time shall not exceed thirty-five (35) hours at any one time. An employee's election to carry over banked time must be made in writing by November 30 of the same year.

ARTICLE 11 — HOLIDAYS

- 11.01** (a) Employees shall be granted a holiday from work with pay, at the hourly rate received by the employee during the majority of the week in which the holiday is celebrated, for all days named herein and all others named under the Employment Standards Act of British Columbia or declared by the Provincial, Federal or Municipal Government for the locality in which an employee is working. Where there is no majority, pay shall be based on the average hourly rate received by the employee during the week in which the holiday occurs. For purposes of this calculation "hourly rate received" will not include days on vacation or the applicable holiday(s). Where an employee is on vacation for all other days of the week in which the holiday(s) occurs, the calculation will be based on the first previous week in which at least one day was worked.

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Day of Truth and Reconciliation
Thanksgiving Day	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	

- (b) Notwithstanding (a) above, should the Government of the Province of British Columbia introduce a statutory holiday to honour Indigenous reconciliation (even if not titled "Day of Truth and Reconciliation") on a date other than September 30, employees shall be entitled to the new Provincial holiday but not the Federal holiday. For clarity, the Federal National Day of Truth and Reconciliation on September 30 would not constitute a paid holiday pursuant to (a) above.

- 11.02** (a) Holidays that fall on a Sunday shall be celebrated on the following Monday.
- (b) Holidays that fall on Saturday shall be celebrated on the preceding Friday or on the following Monday.
- (c) Holidays that fall consecutively on a Friday or Saturday, the Saturday holiday shall be celebrated on the following Monday.
- (d) Holidays that fall consecutively on Sunday and Monday, that Sunday holiday shall be celebrated on the preceding Friday or the following Tuesday.

In respect to (b) and (d) of this Article 11.02 wherein there is an option provided, the employees shall be given ten (10) working days' notice of the day on which the holiday is to be celebrated. Such notice shall be placed on the bulletin boards or time clock.

All departments for which the Union is certified must observe the holidays referred to in Article 11.01 on the same day.

Holidays shall extend from 12:01 a.m. on the morning of the holiday until 12:00 midnight of the same day.

- 11.03** If a paid holiday occurs during an employee's vacation, the employee shall be given an extra day of vacation at straight time.

- 11.04** The employee must be four (4) weeks on the payroll over a holiday period and must work the last straight time day preceding the holiday and the first straight time day following the holiday unless excused by the Employer or in the case of sickness, accident or other reasons beyond an employee's control which shall include without restriction lay-offs of two (2) weeks or less during the period in which a holiday occurs. Any employee who is on the payroll prior to the holiday and is laid off within the week prior to the holiday and whose time of employment to the date of lay-off would otherwise have qualified the employee shall be paid for the holiday.

Definition of the terminology "over a holiday period" shall be any combination of twenty (20) days worked in a four (4) week period within which the holiday falls. This could mean one (1) day worked before the holiday and nineteen (19) days worked after; or nineteen (19) days worked before the holiday and one (1) day worked after. The employee shall qualify for the holiday pay after the completion of the aforementioned twenty (20) days.

ARTICLE 12 — VACATIONS

- 12.01** Employees who have completed one (1) year or more as a member of the Union or has completed one (1) year of employment with the King's Printer, whichever occurs first, shall receive four (4) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.
- 12.02** Employees who have completed ten (10) years or more as a member of the Union or has completed ten (10) years of employment with the King's Printer, whichever occurs first, shall receive five (5) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.
- 12.03** Employees who have completed twenty (20) years or more as a member of the Union or has completed twenty (20) years of employment with the King's Printer, whichever occurs first, shall receive six (6) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.
- 12.04** Established membership in the Union whether broken or not is the method of measuring membership time for vacation purposes. However, it is agreed that for those members who are employed after October 31, 1977, the time a member is not employed in the industry will not be included as Union time.
- 12.05** Vacation pay shall be computed on the basis of one-half of one percent (.5%) of previous year's T4 slip gross earnings (from the King's Printer) for each day of vacation or one shift's current rate of pay for each day of vacation whichever is greater.
- 12.06** Employees when terminating their employment with the Employer for any reasons shall receive in addition to all other amounts due them, accumulated vacation pay. The amount of vacation pay shall be determined by applying the vacation pay specified in the appropriate Appendix in conjunction with said persons vacation entitlement as shown in Articles 12.01, 12.02, 12.03, 12.04, and 12.05 above.

- 12.07** (a) Vacations shall be scheduled by seniority.
Vacations as far as possible will be scheduled at times most desirable to the employee. The time of year that each employee shall take their vacation, however, shall be arranged by the supervisor after consultations with the shop steward provided that at least two (2) weeks of vacation shall be of consecutive weeks during the months of June, July, August and September except where the employee has expressed a desire for this portion of their vacation outside of these months. The balance of the vacation entitlement shall be taken in periods of not less than one (1) week at a time, except when requested by the employee. Where vacation entitlement is divided into two (2), three (3) or four (4) periods the employee shall be given their vacation pay for the period of vacation to be taken immediately prior to leaving for vacation, each time.
- (b) A vacation list shall be available in each department by January 1st of each year for selection by employees of vacation times and shall be drawn up and posted not later than March 1st of each year. It is understood that employees may receive approval to take vacation days in January and February even if the vacation list has not been posted.
- 12.08** If, at the request of the supervisor, an employee is required to take vacation at a time other than that chosen and as posted in the vacation list, the employee shall be granted an additional week of vacation with pay as computed for regular vacation. However, a supervisor may request and an employee may agree to rearrange vacation at a time other than that which the employee has chosen and as posted in the vacation list.
- 12.09** In the event of a cessation or suspension of operations, earned vacation credits shall be deemed wages earned and shall be paid forthwith.
- 12.10** Each employee shall receive their full earned vacation in the calendar year that the anniversary date is reached.
- 12.11** (a) All vacations earned within the calendar year in which vacation credits are computed must be taken and cleared off by December 31 of the same calendar year. Vacation pay shall not be allowed in lieu of vacations.
- When an employee is receiving a benefit from the Short Term Illness and Injury Plan, Long Term Disability Plan or WCB and vacation is unable to be taken and cleared off by December 31, of the same calendar year, the employee's vacation carry-over bank will be topped up to seventy (70) hours (subject to the five (5) day maximum carry-over per year in (b) below). The balance of outstanding vacation, if any, which is not taken and cleared by December 31 of the following year, shall be archived and credited upon termination, resignation or retirement. (Note: "*credited*" means *equivalent time off with pay at termination, resignation and/or retirement.*)
- (b) Subject to operational requirements, an employee may carry over five (5) days' vacation leave per year; such carry-over is cumulative from year to year but will not exceed ten (10) days at any time. The calculation of vacation pay as outlined in Article 12.05 will be based on what would have been earned in the year in which the vacation was earned or at the current regular rate of pay, whichever is greater. The Employer's response to the request for carry-over will be provided to the employee within twenty (20) working days of the request. The request will not be unreasonably denied. The scheduling will be in accordance with clause 12.07.
- 12.12** The number of days of vacation entitlement as calculated pursuant to 12.01, 12.02, 12.03 and 12.04 above is subject to an employee receiving at least ten (10) days' pay at straight time rates each calendar month. This includes WCB leave pursuant to Appendix "B", Clause 1.01 (d). Work weeks of less than five (5) days shall be pro-rated. Absences under STIIP are not included in the calculation of "ten (10) days' pay at straight time rates."
- 12.13** Vacation and statutory holiday pay and/or credits shall be considered as earnings or days worked for the purpose of computing vacations and pay.
- 12.14** War service, with the active forces of the Crown, in any war shall be considered as service with the Employer for the purpose of computing vacation entitlement.

12.15 *Supplementary Vacations*

- (a) After completing fifteen (15) or more years of continuous service with the Employer, (including war service), an employee shall, in addition to the regular vacation to which the employee is entitled become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

Years of completed Continuous Service	Weeks of Supplementary Vacation
After fifteen (15)	One (1)
After twenty (20)	Two (2)

- (b) The supplementary vacation may be taken with the regular vacation to which the employee is entitled provided such vacation is not scheduled in any restricted vacation period, in which event the supplementary vacation shall be taken at a time to be agreed upon by the King's Printer and the employee.
- (c) The supplementary vacation must be taken prior to an employee becoming eligible for their next earned period of supplementary vacation as provided in (a) above.
- (d) Vacation pay for supplemental vacation shall be based on straight time current rate of pay for the week or weeks of vacation to which an employee is entitled under this section.
- (e) For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the last continuous service date of joining the Employer, including war service.
- (f) At retirement or termination from the Employer an employee who has completed fifteen (15) or more years of service shall be entitled to that portion of supplementary vacation pay proportionate to the number of years of service completed subsequent to their last five (5) years entitlement period.

12.16 When an employee is receiving a benefit from the Short Term Illness and Injury Plan before and continuing into a scheduled vacation period, or when an employee becomes hospitalized or confined to bed under a doctor's care during their vacation and becomes eligible for benefits under said plan, there shall be no deduction from their vacation credits, for the period of such illness providing the employee produces satisfactory medical evidence within seven (7) days of the end of the vacation period. The period of vacation so displaced shall be taken at a mutually agreed time.

12.17 Effective January 1, 1993, an employee scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules shall be granted full vacation entitlement for the final year of service. The vacation entitlement will be as shown in Articles 12.01, 12.02, 12.03, 12.04 and 12.05.

ARTICLE 13 — NEW MACHINES AND PROCESSES

- 13.01** (a) The Employer shall give the Union three (3) months' notice when the Employer intends to introduce any new process or equipment including any electronic process or equipment which falls within the jurisdiction of the Union. For any such equipment or process which requires less than three (3) months for purchase, such notice shall be given no later than the date of the purchase order. Within ten (10) days of submitting such notice the Employer agrees to meet with the Union representatives in order to discuss the time, procedure, training, wage rate and complement necessary for the introduction of such processes or equipment. The wage rate shall become effective when the equipment is fully operational and the operator trained to an acceptable standard. The Employer agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any new processes or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members from voluntarily training on their own time.
- (b) Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall members who have not been afforded the opportunity to retrain be laid off out of priority order or lose their preference claim during the life of the Agreement.

- (c) At regular intervals a joint committee of equal Employer and Union representatives will assess the progress of the trainee and the desirability of completing the training. If progress has not been satisfactory, as assessed by the committee, no further training will be given on the class of work which has been assessed.

ARTICLE 14 — TECHNOLOGICAL DEVELOPMENTS

- 14.01** The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Employer to explore and promote new markets, and require the cooperation of the Employer and the Union in the development of new skills.
- 14.02** In order to ensure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either party to consider and develop programs for the retraining or rehabilitation of employees in new skills required.
- 14.03** The Employer has the right to introduce technological change. Employees who were on staff as of October 13, 1978 will be the last to be laid off as a result of technological change. Any such lay-off shall be subject to the provisions of Article 9.03 (a).

ARTICLE 15 — UNION LABEL

The Union label(s) is the exclusive property of the National Union and its use is authorized only by the express direct written consent of the National Union.

ARTICLE 16 — STRUCK AND/OR DISPUTED WORK

It is hereby stipulated that the Union reserves to its members the right to refuse to execute work received from or destined for an Employer that has been declared by the Union as unfair. It is further stipulated that the Union and its members reserve the right to refuse to handle any product or material received from or destined for an Employer who is involved in a dispute or controversy.

This right does not cover work originating in the Legislative Assembly or work originating from members of the Executive Council which is of an urgent or sensitive nature, necessary for the operation of Government.

ARTICLE 17 — PICKET LINES

Notwithstanding any other provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 18 — INDIVIDUAL RIGHT OF EMPLOYEE

- 18.01** The Employer agrees that it will not discharge, discipline or discriminate against any employee for any lawful Union activity or for serving on a Union Committee or for reporting the violation of any provision of this Agreement or for refusing to handle any work of the type described in the Struck and/or Disputed Work clause.
- 18.02** The Employer agrees to grant leave of absence without pay and without prejudice to a maximum of three (3) weeks each year, to the employee who has been elected to represent the Union at a convention, a conference or seminar of the Union to which the employee belongs subject to the following:
- (a) That in respect to a convention, the Union shall give the Employer at least thirty (30) days' notice and in the case of a conference or seminar, fourteen (14) calendar days' notice of the name of the employee for whom the leave of absence will be required.
 - (b) That the Union shall make every effort to provide a qualified substitute.
 - (c) If an employee is elected or appointed to a full time position in the Unifor National Union or CLC or Unifor Local Union or any organization with which the Unifor is affiliated, he/she shall be given a leave of absence without pay upon request.
 - (d) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office or for a political party (i.e. Federal, Aboriginal

Community Government, Provincial or Municipal election). If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, they shall remain on leave of absence for a period of up to five (5) years or until they notify the Employer of the wish to terminate the leave of absence. After the five (5) year period the employee must return to work or they will be terminated.

18.03 The Employer agrees that adequate time off, without pay, shall be allowed to the chosen employee representatives for contract negotiations and for elected or appointed representatives of the Union to attend to union business. Vacation entitlement and vacation pay shall continue to accrue.

To facilitate a regular income for the employee, the Employer will pay the employee their regular straight time wage and the employee shall turn over to the Employer their earnings from the Union as soon as received. The Employer shall continue payments into all benefit plans on behalf of those employees so chosen to include but not limited to, pension, health and welfare.

18.04 The Employer agrees that members shall not be discharged during periods of absence because of illness, injury or vacation and that upon return from such absence the member shall be re employed in their former job unless the parties to the Agreement determine that the member is unable to perform their former duties. It is further agreed that in the event that someone is employed to perform the duties of the member who is absent for the reasons contained in this paragraph such person shall be advised that they are being employed to fill such position only until the regular employee returns.

18.05 Maternity, Parental, Adoption Leave

(1) Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least ten (10) weeks prior to the expected birth date.
- (c) The period of maternity leave may commence up to thirteen (13) weeks prior to the expected date of birth.
- (d) If an employee is absent because they are not able to perform their full duties within the six weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.
- (e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

(2) Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-three (63) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, they shall each qualify for up to sixty-three (63) consecutive weeks without pay of parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (i) In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Article 18.05 (1);
 - (ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
 - (iii) The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement, however, the leave must begin within 78 weeks after the birth of the child or children or placement of the adoptive child(ren). Such agreement shall not be unreasonably withheld. Such leave request must be supported by appropriate documentation.

(3) Maximum Combined Entitlement

An employee's combined entitlement to leave pursuant to 18.05 (1) and 18.05 (2) is limited to seventy-eight (78) weeks.

(4) *Benefit Waiting Period Allowance*

- (a) An employee who qualifies for and takes leave pursuant to Article 18.05 (1) and/or 18.05 (2) and is required by Employment Insurance to serve a one (1) week waiting period for Employment Insurance/Maternity/Parental benefits, shall be paid a leave allowance equivalent to one (1) week at eighty-five percent (85%) of the employee's basic pay during that waiting period.
- (b) An employee who qualifies for and takes leave pursuant to Article 18.05 (1) or 18.05 (2) and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one (1) week at eighty-five percent (85%) of the employee's basic pay for the last week of the leave entitlement.

(5) *Maternity Leave Allowance*

- (a) An employee who qualifies for maternity leave pursuant to Article 18.05 (1), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that the employee has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of fifteen (15) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

(6) *Parental Leave Allowance*

- (a) An employee who qualifies for parental leave pursuant to Article 18.05 (2), shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave allowance, the standard parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks standard parental leave allowance between them.
- (c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave allowance, the extended parental leave allowance will consist of a maximum of sixty-one (61) weekly payments equivalent to the overall amount the employee would have received with thirty-five (35) weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weekly payments spread out over sixty-one (61) weeks extended parental leave allowance between them.
- (d) An employee's election of either standard or extended parental leave allowance is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

(7) *Pre-Placement Adoption Leave*

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven (7) weeks (two-hundred and forty-five [245] work hours) per calendar year with an allowance of eighty-five percent (85%) of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (i) attending mandatory pre-placement visits with the prospective adoptive child;
- (ii) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (i) adoptions by a family member;
- (ii) adoptions by the partner of a birth parent; and

(iii) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

(8) *Benefits Continuation*

For leaves taken pursuant to Articles 18.05 (1), 18.05 (2) and 18.05 (7) the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(9) *Deemed Resignation*

An employee shall be deemed to have resigned on the date following the conclusion of their leave pursuant to Articles 18.05 (1), 18.05 (2), or 18.05 (7) unless they have advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave or if the employee does not return to work after having given such advice.

(10) *Entitlements Upon Return to Work*

(a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position.

(c) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 18.05 (1), providing:

(i) the employee returns to work for a period of not less than six (6) months, and

(ii) the employee has not received parental allowance pursuant to 18.05 (6) and

(iii) the employee was employed prior to the date of ratification of the 2001 Labour Agreement.

Vacation earned pursuant to this clause may be carried over to the following year.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or preadoption leave.

(11) *Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment*

To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Article 18.05 (4), (5), (6) and (7), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after they return to work.

Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental benefits waiting period and/or pre-adoption leave allowance received under Articles 18.05 (4), (5), (6), and (7) above on a pro-rata basis.

(12) *Benefits Upon Layoff*

Regular employees who have completed three (3) months of service and are receiving an allowance pursuant to Articles 18.05 (4), (5) and/or (6) shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

18.06 (a) Training Related Expenses

Where the Employer requires an employee to attend a course of training and the employee agrees, the Employer will pay the full cost of the course of training, necessary travelling and subsistence expenses, and other legitimate expenses where applicable, in accordance with the current regulations.

(b) Educational Leave

Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

(i) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement.

(ii) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.

- (iii) Applications for educational leave for periods of four (4) months or longer must be submitted to the appropriate ministry or agency two (2) months prior to the beginning of the requested leave period.
- (iv) Applications for leave of periods of less than four (4) months should be submitted to the Ministry with as much lead time as practical.
- (v) The employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Ministry decision, the grievance shall commence at Step 2 of the grievance procedure.
- (vi) An employee granted educational leave under this clause shall receive up to one hundred percent (100%) of their basic pay.
- (vii) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, they will remain in the service of the Province of British Columbia for a period equivalent to three (3) times the length of their educational leave multiplied by the percentage of basic pay. A copy of the signed employee's statement will be sent to the union office.
- (viii) Should they leave the service of the province before this period expires, they shall refund to the province the total cost of their training including allowances and expenses on a pro rata basis.
- (ix) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis. A copy of the signed employee's statement will be sent to the union office.
- (x) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (xi) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
- (xii) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (xiii) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

18.07 General Leave

- (a) Leave of absence without pay, including Temporary Assignments in other government Ministries, shall not be unreasonably denied.
Leaves under this section are permitted for periods of up to one (1) year duration. Additional time may be agreed upon between the Parties to the Collective Agreement. Employees not returning to work at the end of their leave shall be deemed to have self-terminated their employment. All leaves must be in writing and signed by the Employer and the representatives of the Union. Employees shall retain Queen's Printer seniority during leaves under this section.
- (b) An employee will be entitled to up to a maximum of four (4) days paid leave per year to provide for the needs of an ill dependent child, stepchild, spouse or parent. This provision shall only apply when no one at the employee's home other than the employee is available to care for the child, stepchild, spouse or parent.

Prior to commencing such leave, an employee shall notify their supervisor, unless unable to do so because of an emergency, in which case the employee shall notify their supervisor as soon as possible.
- (c) An employee shall be entitled to two (2) days' paid leave for the birth of their child.
- (d) An employee shall be entitled to five (5) days' paid leave per calendar year in the event the employee or an employee's child is the victim of domestic violence.

- (e) An employee is entitled to one (1) day paid leave to attend a child custody hearing, a court appearance or hearing for an employee's child.

Prior to commencing such leave, an employee shall notify their supervisor, unless unable to do so because of an emergency, in which case the employee shall notify their supervisor as soon as possible.

- (f) Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay.

If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

- (g) An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. There will be no interruption in service with the Employer or eligibility for benefits under Article 26.

- (h) Employees are entitled to a one (1) day leave of absence with pay each year for the purpose of dealing with a serious household or domestic emergency. Prior to commencing such leave, an employee shall notify their supervisor, unless unable to do so because of the emergency, in which case the employee shall notify their supervisor as soon as possible.

Note: *It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Article 30, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI Payments. There shall be no pyramiding of EI payments and bereavement leave with pay.*

- (i) Effective July 1, 2022, an employee shall be entitled to two (2) days of supplemental leave at their regular rate of pay per calendar year. This day is subject to operational requirements and cannot be attached to other leaves of absence, including vacation and paid statutory holidays. This may be used in one-half (1/2) shift increments.

- (j) Indigenous employees are entitled to up to two (2) days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

18.08 *Right to Have Shop Steward Present*

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

18.09 *Elections*

Any employee eligible to vote in a Federal, Aboriginal Community Government, Provincial or Municipal election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

18.10 *Donor Leave*

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted up to 21 hours of leave with pay per calendar year for the purpose of donating bone marrow or an organ.

18.11 *Personnel File*

- (a) An employee shall be given a copy of written censures, letters of reprimand, adverse reports or employee appraisals which are placed on their personnel file. The Employer agrees not to introduce as evidence in any hearing any such document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

- (b) (i) All written censures, letters of reprimand and adverse reports shall be removed from the employee's personnel file and destroyed eighteen (18) months from the date of issue of the document. The forgoing provision applies provided that no further disciplinary action has occurred within the above referenced time period.
- (ii) Upon the employee's request, suspensions of less than five days will be removed from an employee's file after the expiration of five years from the date it was issued, provided there has not been a further infraction.
- (c) An employee shall be entitled to review their personnel file electronically. The employee shall give the Employer adequate notice prior to having access to their file.

ARTICLE 19 — UNION ACCESS TO PLANT

The business representative or other duly authorized Union representative shall be permitted to visit the plant during operating hours for the purposes consistent with this Agreement, provided the representative first notifies management before entering plant. The time of the visit shall be mutually agreed by the parties hereto.

ARTICLE 20 — BULLETIN BOARD

It is agreed that there shall be at least one (1) bulletin board in each department which will be available to the Union for posting of notices and other items of interest to the members.

ARTICLE 21 — NAMING SHOP STEWARDS

The Union agrees to advise the Employer by letter of the name or names of the shop stewards and of any change of shop stewards immediately.

ARTICLE 22 — JURY DUTY

The Employer will pay an employee who is required for service as a juror or to appear in any other court or tribunal, for each day of service, the difference between their regular straight time hourly rate for the number of hours they missed from a regular shift, and payment or remuneration they have received for such service. The employee may be required to present proof of such service and the amount of remuneration received. (The foregoing does not apply for self-initiated action.)

When an employee is excused from jury duty for one-half (0.5) day or more they must return to the plant and complete their regular shift if it is available to them.

When an employee is working a night shift during the period that they are serving on jury duty they shall be excused from the total shift for any day on which they have been required to appear for jury selection or duty.

To facilitate a regular income for the employee, the Employer will pay the employee their regular straight time wage and the employee shall turn over to the Employer their earnings from the jury duty as soon as received.

ARTICLE 23 — INDUSTRIAL ACCIDENT

Refer to Appendix "B", Short Term Illness and Injury Plan, Article 1.01 (d).

ARTICLE 24 — OCCUPATIONAL FIRST AID REQUIREMENTS AND COURSES

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold.

Level 3: \$59.16 bi-weekly effective July 1, 2019
\$60.43 bi-weekly effective July 1, 2020
\$61.55 bi-weekly effective July 1, 2021

Level 2: \$49.90 bi-weekly effective July 1, 2019
\$46.82 bi-weekly effective July 1, 2020
\$47.74 bi-weekly effective July 1, 2021

***Retroactive Increase**

The allowance shall be pro-rated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by seventy (70); however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) work days in any month, the employee shall receive the full monthly allowance.

ARTICLE 25 — SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY

25.01 *Short Term Illness and Injury and Long Term Disability*

Employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the appended regulations which may be revised from time to time during the period of this Agreement, subject to the appended Letter of Understanding and included as Appendix B to this Agreement.

ARTICLE 26 — HEALTH AND WELFARE

26.01 *Basic Medical Insurance*

All employees, whether full-time or part-time, shall be covered (unless they choose otherwise) by the Public Service Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer shall pay one hundred percent (100%) of the regular premium.

26.02 *Extended Health Care Plan*

The Employer shall pay the monthly premium for regular employees and their dependents entitled to coverage under a mutually acceptable extended health care plan. A regular employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes three months' service with the Government.

In relation to the above clause:

(1) Coordination of Benefits

- Effective July 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

(2) Lifetime Maximum

- Effective July 1, 2019, increase the extended health lifetime maximum from \$500,000 to \$3 million per person, which includes coverage for out of province or out of country medical emergencies.

(3) Chiropractic, Naturopathic, Podiatry and Acupuncture services

- Effective January 1, 2021, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

- Effective January 1, 2021, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

(4) Counselling Services

- Effective January 1, 2023, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the current combined maximum of \$750 per person per calendar year for counselling services. The combined maximum includes registered psychologist, registered clinical counsellors and recognized social workers.

(5) Physiotherapy Services

- Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.

(6) Eye Examinations

- Effective January 1, 2020, increase eye examination from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.

26.03 Dental Plan

The Employer shall pay the monthly premium for regular employees and their dependents entitled to coverage under this plan which provides:

- Part A, one hundred percent (100%) coverage
- Part B, sixty-five percent (65%) coverage
- Part C, fifty-five percent (55%) coverage.

The lifetime maximum for orthodontic services under Part C is \$3,500 per eligible person.

A regular employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes three (effective July 1, 2019) months' service with the Government.

26.04 Group Life

- The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three (3) times an employee's annual salary with a minimum of \$100,000 (effective July 1, 2019). The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Letter of Understanding No. 11 Information Appendix – Employee Basic Life Insurance.

The Employer shall pay one hundred percent (100%) of the premium on the base \$100,000 (effective July 1, 2019) and the employee shall pay the premium for any insurance over the base minimum.

- As a condition of employment, employees shall enroll in the Employee Basic Life Insurance and shall be setup with the appropriate taxable benefit and, if applicable, premium from their pay.
- The employer shall offer the following optional plans for employees to purchase through payroll deduction:
 - Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);
 - Optional Life Insurance for employee, spouse and dependent children;
 - Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.

26.05 Health and Welfare Plans

- A copy of the Master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the Union.
- When pamphlets explaining the plans are developed a copy of each will be distributed to each employee and the cost shall be borne by the Employer.

- (c) Upon layoff, an Employee's Medical Services Plan (MSP), Extended Health, Dental and Group Life Insurance end on the last day of the month of lay-off.

Employees may continue benefits coverage for six (6) months following the month of lay-off provided they continue to pay the premiums.

- (d) During the life of this agreement, the Employer shall revise any benefit in Article 26 should such benefit be revised for the majority of unionized employees in the Public Service. Such revisions shall be on the same basis implemented for the majority of unionized employees in the Public Service and have the same effective date.
- (e) The Employer will seek the Union's input prior to initiating any procurement process to select a service provider for the Health and Welfare Plans.

Note: Health and Welfare Benefits coverage will cease on the day that an employee's employment is terminated.

ARTICLE 27 — PENSION

- 27.01** It is understood and agreed that all present and future employees, who are members of the Union shall be eligible for and shall participate in the "B.C. Government Pension Plan," according to the conditions of the *Public Sector Pension Plans Act*.

ARTICLE 28 — RETIREMENT BENEFIT

- 28.01** It is agreed that there shall be a retirement benefit of one (1) month's pay for those with twenty (20) years employment, and one-fifth (1/5) of one (1) month's pay for each additional year of employment to a maximum of thirty (30) years, in addition to all other amounts due them. These amounts can be used for paid leave immediately preceding an employee's date of retirement.

ARTICLE 29 — BEREAVEMENT LEAVE AND PAY

- 29.01** In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, commencing on any day from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave need not be consecutive and shall normally not exceed five (5) working days.

Immediate family is defined as an employee's parent, step-parent, wife, husband, child, stepchild, brother, sister, father-in-law, mother-in-law, grandchild, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

Where an employee was raised by his/her grandparent as a guardian, the King's Printer will consider a request from the President of the applicable Local to provide bereavement leave pay for up to five (5) days.

ARTICLE 30 — OCCUPATIONAL HEALTH AND SAFETY

- 30.01** (a) *Safety*: The Employer will make all reasonable provision for the safety and health of its employees during working hours. The Union agrees that it will cooperate in the enforcement of safety rules and other Employer regulations. In accordance with the regulations made pursuant to the provisions of the *Workers Compensation Act* (B.C.) there shall be a Union-Employer Safety Committee. This Committee shall be responsible for the observance of safety conditions within the shop.
- (b) Employees who are representatives of the Committee shall not incur any loss of pay for the time spent attending a Committee meeting. The Committee shall meet at least monthly.
- (c) Whenever accident risk machinery is being operated at least two (2) people shall be present within sight or hearing of each other so that in the case of an accident, adequate rescue and first aid measures can be provided.

(d) The Committee will make recommendations on appropriate recognition events to mark the April 28th National Day of Mourning.

30.02 The workplace shall be kept in a clean, well ventilated and sanitary condition at all times. Such facilities shall be furnished by the Employer as will tend to the observance of this provision, and the employees shall cooperate with the Employer in this regard. Illumination of the workplace shall be in accordance with the *Factory Act* and Regulations thereto.

30.03 All safety clothes or accessories that employees are required to have or wear by decision of the Safety Committee, the Workers' Compensation Board or the Employer shall be provided by the Employer.

Regular employees who are required by the Workers' Compensation Board or by mutual agreement of the Employer and Union representatives through the Safety Committee to wear safety-toed footwear shall be reimbursed up to \$150.00 every twenty-four (24) months for the purchase and/or repair of such footwear, upon production of a receipt.

30.04 The Employer agrees that it will require its suppliers to provide documentation that new chemicals being introduced into the workplace are non-injurious.

30.05 When new chemicals or other toxic materials are introduced into the department or workplace, such chemicals, if not previously tested and proven to be non-injurious to the employees, shall upon request be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the employees within the department or workplace. Such confirmation or other recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.

30.06 The members appointed by each of the appropriate Locals from the Safety Committee shall accompany WCB officer(s) on workplace inspections and investigations.

30.07 Video Display Terminals

(a) The Employer shall ensure that new video display terminal equipment shall:

(i) have adjustable keyboards and screens;

(ii) meet radiation emission standards established by the Occupational Environment Branch of the Ministry of Labour.

(b) When a majority of an employee's daily work time requires monitoring a video display terminal, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment, and after six (6) months a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

ARTICLE 31 — SEPARABILITY

31.01 Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined by a Court of Last Resort to be in violation of any applicable law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 32 — NO ORAL OR IMPLIED AGREEMENT

32.01 This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except in writing subscribed to by the parties.

ARTICLE 33 — STANDING COMMITTEES

33.01 (a) It is agreed that within thirty (30) days of the signing of this Agreement, a Standing Committee of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union shall be established and maintained and should a vacancy occur through absence or refusal to act by any of such committee members, others shall be appointed in their place. This Committee

shall be responsible for dealing with the second step in the grievance procedure and/or any other matters arising out of the terms of this Agreement. It is understood that for the purposes of this section each representatives on the Standing Committee shall have one (1) vote each on matters requiring such action.

ARTICLE 34 — GRIEVANCE AND ARBITRATION

In order to expedite and settle any difference that may arise in respect to the interpretation of this Agreement or within a department covered by this Agreement, this to include discharge or termination of employment, the procedure shall be segregated into steps as follows:

34.01 (a) *Step One:*

The shop steward and the supervisor shall immediately upon the request of either of them attempt to resolve the problem. Should they be able to resolve the issue their decision shall be reported immediately to the Union and the Employer for ratification. If a problem is not resolved the Shop Steward and the Superintendent may, upon the request of either the employee or the supervisor, attempt to resolve the problem. Should they be able to resolve the issue their decision shall be reported immediately to the Union and the Employer for ratification. Should they, however, fail to resolve the issue within seven (7) days, either party may refer the dispute to the Standing Committee.

(b) *Step Two:*

The Joint Standing Committee shall meet within five (5) days to consider the dispute referred to it by the party or parties. Should a decision be reached by majority vote of the Committee it shall be immediately reported to the Union and the Employer and shall be binding on the parties for the duration of this Agreement. Should they be unable to reach a majority decision of the dispute within ten (10) days of the date on which they (the Committee) received the dispute, they shall forthwith report such fact to the parties, either of which may refer the matter to arbitration.

(c) *Step Three:*

Arbitration shall be conducted by a single arbiter who shall be chosen by mutual agreement of the parties or failing mutual agreement on the selection, by appointment by the Minister of Labour of the Province of British Columbia. Both Parties agree to booking the arbitrator and venue within 30 days of entering into the step 3 process, unless extended timelines are agreed to by the parties.

34.02 The arbiter's decision shall be final and binding but in no event shall the arbiter have the power to alter or amend this Agreement. Local Union By-laws and National Constitutions of the Union shall not be subject to arbitration.

34.03 The Standing Committee and/or the arbiter shall have the power in allowing a grievance to rectify the matter complained of including reinstatement in employment in cases of discharge and the awarding of lost pay, if any.

34.04 It is further agreed that conditions prevailing prior to any action or circumstances which causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.

34.05 The time limits within this grievance procedure may be altered by mutual consent of the parties in writing.

ARTICLE 35 — MANAGEMENT RIGHTS

35.01 The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 36 — DURATION OF AGREEMENT

36.01 *Effective Date*

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on July 1, 2022.

36.02 *Duration*

The parties agree that this Agreement will be binding and remain in effect until midnight June 30, 2025.

36.03 *Notice to Bargain*

Written notice to bargain may be given by either party to the other party within the four (4) month period prior to the expiration date of this Agreement.

36.04 *Agreement to Continue in Force*

If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in force up to the time a subsequent agreement is reached or until a strike or lockout occurs and while this Agreement remains in effect and during such period the Employer will not sign any contract or make any written agreement with any other Union(s) or entity(s) relating to or assignment of any production work and specifically to any work covered by this Agreement and the attached appendices.

36.05 *Exclusion of Section 50 (2) and (3)*

The parties agree to exclude the operation of subsections (2) and (3) of section 50 of the appropriate Provincial Labour Legislation.

APPENDIX "A"

Jurisdiction

1. (a) The jurisdiction of the Union begins with the preparation and markup of copy in the composing room and continues until the completed form is ready for the printing press, and any new equipment or adoption of process designed as a substitute for or evolution of work being performed on October 4, 1974, by composing room employees shall be within the jurisdiction of the Union. Proof reading shall be within the jurisdiction of the Union. The Employer shall make no other agreement written or verbal with any person or persons to do or have done any of the work outlined above.
- (b) The Employer agrees to respect and observe the General Laws of Unifor in effect at the time of signing this Agreement. Provided that Local Union Laws not affecting wages, hours or working conditions and the General Laws of Unifor shall not be subject to arbitration. (It is understood that reference to the General Laws Unifor is not intended to modify the historical relationship between the parties.)

Priority members shall have choice of new shifts, new starting times, new off days, days off in lieu of statutory holidays and vacation schedule in accordance with their priority standing.

Note: *Also see Letter of Understanding No. 14. The King's Printer ceased its printing and binding work in June 2015. The work has been contracted out to private business outside of Government. The Union shall retain jurisdiction of all printing and binding work not contracted out to private business outside of Government. The collective agreement has been modified to reflect the outsourcing of the printing and bindery work; those conditions are now contained in LOU No. 14.*

WAGES

MINIMUM WAGE SCHEDULE		
	July 1, 2022	
	Hourly \$	Bi-Weekly \$
PREPARATORY/ELECTRONIC PUBLISHING		
Supervisor	46.50	3,255.00
Senior Application Developer	47.66	3,336.20
Lead Programmer Analyst	43.52	3,046.40
Lead Systems Analyst	43.52	3,046.40
Programmer Analyst	34.92	2,444.40
Systems Analyst	34.92	2,444.40
Editor	34.92	2,444.40
XML Editor	33.31	2,331.70
Pre-Press Technician	33.31	2,331.70

Year 1:

- **July 1, 2022: Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.**

Year 2:

- **July 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA MOU.**

Year 3:

- **July 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU.**

APPENDIX "B"

SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY

PART I

SHORT TERM ILLNESS AND INJURY PLAN

1.01 *Eligibility and Entitlement*

- (a) All employees who have been employed for ninety (90) consecutive days of employment shall be entitled to up to five (5) days of paid illness or injury leave.
- (b) Additional Short Term Illness and Injury Plan Benefits may follow provided the employee has met the following eligibility requirements under (c) to (i), The STIIP benefit periods that follow in (c), (d), (e) and (i) will be adjusted to be inclusive of any period of leave taken under (a).
- (c) Regular employees shall be covered by the Short Term Illness and Injury Plan (STIIP) upon completion of six (6) months of active service with the Employer.
- (d) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five percent (75%) pay in any one (1) calendar year.
- (e) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (seventy-five (75) work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) day's entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, not to exceed the EIC maximum weekly sickness benefit.
- (f) Notwithstanding (c), (d) and (e) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to a maximum of one hundred thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.02. Such leave period will run concurrent with the related STIIP period.
 - (i) Employer and employee contributions and deductions for Pension and Employment Insurance during the period of absence will comply with the applicable statutory requirements.
 - (ii) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (i) above.
 - (iii) If new take-home pay as calculated in (ii) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (iv) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (c) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.
- (d) For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.02 *Short Term Plan Benefit*

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence (Short Term Plan Period). The Short-term Plan Period of six (6) months is inclusive of leave under Appendix B Part 1, 1.01 (a).
- (b) The seventy-five percent (75%) benefit may be supplemented, at the employee's option, at the rate of twenty-five percent (25%) of actual duration of absence due to illness or injury by the use of the following in descending order:

- (1) Banked Overtime;
- (2) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (3) Vacation entitlement (1/4 of a day at employee's regular straight time hourly rate is the method of calculation; it is understood that the Employer intends to pay "vacation differential," the difference between a regular day's pay and vacation pay as per Article 12.05 in full, in a lump sum, on the 1st pay period in December each year, for the number of vacation days used to supplement the STIIP Plan).

1.03 *Recurring Disabilities*

- (a) Employees who return to work after being absent because of illness or injury, and within twenty-one (21) calendar days become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a).
- (b) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below.
- (b) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (d) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro rated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to the same illness or injury.

1.04 *Doctor's Certificate of Inability to Work*

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the Province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, or
- (d) A nurse practitioner qualified to practice in the province of BC, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where the employee has been absent for six (6) consecutive scheduled days of work;
 - (2) on the 3rd (or more) separate absence occurring in a 6 month period which may indicate a pattern of concern;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period and there is a reason to believe the employee's prognosis has changed.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment. Effective April 1, 2020, the employee will be reimbursed, upon production of receipt, for 50% of the cost of all of the medical certificates referenced above.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.05 *Integration With Other Disability Income*

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the day accumulation that is being used to supplement the plan, pursuant to Section 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except employment insurance sickness benefits and WCB benefits payable in accordance with Section 1.01(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) One hundred percent (100%) of pay, or
- (2) The applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, an employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.06 *Benefits Not Paid During Certain Periods*

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave or absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (i) educational leave,
 - (ii) general leave of absence not exceeding thirty (30) days,
 - (iii) maternity leave, parental leave or adoption leave, which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work.
- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for the employee not being engaged in the treatment program.

1.07 *Employee to Inform Employer*

Employees shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.08 *EI Premium*

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.09 *Benefits Upon Layoff or Separation*

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.01(e), 1.01(f), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

**PART II
LONG TERM DISABILITY PLAN**

2.01 *Eligibility*

- (a) Employees shall be covered by the Long Term Disability Plan (LTD) upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date the employee would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

2.02 *Long Term Disability Benefit*

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Section 1.03(a) and (c), the employee shall be eligible to receive a monthly benefit as follows:

The employee shall receive a monthly benefit equal to the sum of:

- (1) Seventy percent (70%) of the first \$2,700 of monthly earnings; and
- (2) Fifty percent (50%) of the monthly earnings above \$2,700.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five (25) months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

As of April 1, 2022 annual increases to (b)(i) will be calculated by applying a percentage increase equivalent to the annual percentage general wage increase for all employees under the collective agreement. It is understood that the adjustment in (b)(i) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and that Appendix B, 2.18 Benefit level will not also apply at the time the benefit level is set.

- (c) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees also remain eligible for Article 28.01 – Retirement Allowance and Pre-Retirement Leave provided the employee has completed 20 years of service prior to receipt of long term disability benefits and they otherwise meet the requirements of Article 28.01. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to a Rehabilitation Committee established there under and will retain seniority rights should they return to employment within nine (9) months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Pension will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Pension waived by the Employer, except that Pension contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.
- (g) Where (f) above applies, employees shall be entitled up to five (5) days of paid illness or injury leave, in each year.

2.03 *Total Disability*

- (a) Total disability, as used in this Plan, means the complete inability, because of an accident or illness of a covered employee to perform all the duties of their own occupation for the first twenty-five (25) months of disability except where accommodation has been made which enables an employee to work:
 - (i) in their own occupation, or
 - (ii) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected at the employee's basic rate at the date of disability and the employee shall not receive negotiated salary increases until the salary of the employee's new job equals or exceeds the salary which the employee is receiving. The employee shall receive the full negotiated salary increases for their new job thereafter.

After the first twenty-five (25) months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or seventy-five (75%) of the basic rate of their own occupation, whichever is greater.

After the first twenty-five (25) months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

- (b) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principle duties of their previous classification, the employee may earn in combination with benefits from this Plan up to one hundred percent (100%) of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed one hundred percent (100%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.
- (2) If an employee is able to perform the principle duties for the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this Plan, up to one hundred percent (100%) of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed one hundred percent (100%) of the employee's earnings at the date of disability but in no event for more than twenty-five (25) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings if the monthly earnings are in excess of \$200 per month.

- (3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for twenty-five (25) months from the date rehabilitative employment commenced.
- (4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.02(a), the provisions of Section 2.03(c)(1) shall not apply until the employee is receiving a benefit under Section 2.02(b).

2.04 *Exclusions from Coverage*

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation.

2.05 *Pre-existing Conditions*

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from illness or injury with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless the employee has completed twelve (12) consecutive months of service after the date of hire during which time the employee has not been absent from work due to the aforementioned illness or injury with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed for a period of five years immediately preceding this claim

2.06 *Integration With Other Disability Income*

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused the employee to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose, and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory act or law, and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which the employee would be entitled if the employee's application for such a benefit were approved, and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from the Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income.

Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater.
Where this provision is to apply employees will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay subject to the following:

- (i) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery.
- (ii) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (iii) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.07 *Successive Disabilities*

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (b) In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and

the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though the employee had not returned to work.

- (c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one (1) year from the date of absence due to successive disability.

2.08 *Cessation of Plan Coverage*

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which an employee reaches their sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.09 *Leave of Absence*

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 *Benefits Upon Plan Termination*

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

2.11 *Contributions*

The cost of this Plan will be borne by the Employer.

2.12 *Waiver of Contributions*

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 *Claims*

- (a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.
- (b)
 - (i) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.
 - (ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have sixty (60) days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the sixty (60) day appeal period in (i) above will not commence until the claims-paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.

- (c) The expenses incurred by a Claims Review Committee will be paid by the Plan.
- (d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when the employee is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.
- (e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under these Acts are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits levels, LTD benefits will not be subject to reduction for that additional amount.

2.14 *Physical Examination*

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose illness or injury is the basis of claim upon this Plan.

2.15 *Canadian Currency*

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 *Administration*

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 36 of the Agreement.

2.17 *Implementation by Regulation*

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

2.18 *Benefit Level*

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

PART III REHABILITATION

In the event that an employee becomes incapacitated through accident or sickness and is unable to perform all the duties of their own occupation, the following shall apply:

- (a) For the purpose of this clause incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.03(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application to the Rehabilitation Committee.

An employee who fails to:

- (i) sign the application form;
- (ii) make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;
- (iii) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

- (c) The application shall be completed and returned to the Secretary to the Rehabilitation Committee within ten (10) work days. The Committee members shall be provided with copies of the application.
- (d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
 - (1) If the application is properly before the Committee;
 - (2) Based on the assessment, determine whether the employee is immediately capable of performing modified, alternate or rehabilitative employment;
 - (3) If no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternate or rehabilitative employment;
 - (4) In considering modified, alternate or rehabilitative employment, the committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.
 - (5) Where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful and the employee is therefore able to perform the duties of a gainful occupation, the employee shall be subject to Article 9.03 of the Collective Agreement excluding Clause 9.03(a).
- (e) (i) an employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight (8) weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services determines it is medically appropriate to do so.
 - (ii) in those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c) and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix B.
- (g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

Note: For purposes of the application of Part III (see page 63), the Parties subscribe to Article 12.09 of the BCGEU Master Agreement and will utilize the mutually agreed Chairperson of the Rehabilitation Committee, however the remainder of the Committee shall consist of two (2) members appointed by the King's Printer and two (2) appointed by the Union.

Article 12.09(f) will not be applicable. The Rehabilitation Committee shall meet as and when required and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

LETTER OF UNDERSTANDING No. 1

Between

**B.C. GOVERNMENT PRINTING BUREAU
(KING'S PRINTER)**

and

UNIFOR LOCAL 780G

Re: Short Term Illness and Injury and Long Term Disability, Article 26.01

The parties hereby agree to accept the regulations presently in effect for the British Columbia Government Employees Union on Short Term Illness and Injury and Long Term Disability and any subsequent changes made to these regulations by mutual agreement between the B.C. Government Employees Union and the Employer and/or that coverage for the majority of the Public Service.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 2

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

The Employer and the Union agree that there is an implied term in the Agreement that there will be no strike (as defined in the appropriate Provincial Labour Legislation) or lockout (as defined in the appropriate Provincial Labour Legislation) during the term of the Agreement.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 3

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

HUMAN RIGHTS IN THE WORKPLACE — DISCRIMINATION AND SEXUAL HARASSMENT POLICY

The parties agree to adopt the Discrimination and Harassment in the Workplace Policy and Procedures currently in effect between the B.C. Government and Service Employees' Union and the Government of the Province of British Columbia. (See Information Appendix below)

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

INFORMATION APPENDIX (LOU No. 3)

HUMAN RIGHTS IN THE WORKPLACE — DISCRIMINATION AND SEXUAL HARASSMENT POLICY

Objective

1. The objective of this policy directive is to assist employees and the Employer in preventing discrimination and sexual harassment, and to provide procedures for handling complaints.

Application and Scope

2. This policy directive applies to all employees covered by the Labour Agreement between Unifor Local 780G and the King's Printer of the Government of the Province of British Columbia. Protection against discrimination and sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.
3. This policy directive does not prevent an employee from filing a complaint under Section 13 of the Human Rights Code, however, employees are not entitled to duplication of process. Where an employee directs a complaint of discrimination or sexual harassment to the British Columbia Human Rights Commission or where they are included as an element of a grievance, the complaint will not be pursued through the formal process specified in this policy directive.

Note: In the event a complaint is pursued under the Human Rights Code, rather than this policy directive, the King's Printer will assess the nature and legitimacy of the complaint and, where necessary, take appropriate steps to correct the situation.

Principles

4. Discrimination and sexual harassment violate the fundamental rights, dignity and integrity of the individual. The Employer, in cooperation with the Union, promotes a work environment that is free from discrimination and sexual harassment where all employees are treated with respect and dignity. Where discrimination or sexual harassment is found to have occurred, the Employer may implement remedial action.

MANDATORY REQUIREMENTS

Definitions

5. *complainant*
an employee(s) who has brought forward or filed a complaint under this policy directive alleging that discrimination or sexual harassment has occurred.
6. *constituent groups*
 - a. Unifor Local 780G
7. *investigator*
an individual named by the Queens' Printer to investigate through fact finding formal complaints of discrimination or sexual harassment.
8. *respondent*
A(n) employee(s) who is/are alleged to have discriminated against or sexually harassed the complainant.

Discrimination

9. Discrimination relates to any of the prohibited grounds contained in the *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
10. Employees have the right to employment without discrimination. Discrimination includes incidences of harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief or conviction of a criminal or summary conviction offence unrelated to an individual's employment.

11. Employees who bring forward a complaint under this policy directive will not be subject to reprisal. However, the Employer may take appropriate action, including discipline, if a complaint is found to be frivolous, vindictive or vexatious.

Sexual Harassment

12. Sexual harassment is a form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment.
13. Examples of sexual harassment include, but are not limited to:
 - a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - b. sexual advances with actual or implied work related consequences;
 - c. unwelcome remarks, questions, jokes or innuendo of a sexual nature including sexist comments or sexual invitations;
 - d. verbal abuse, intimidation or threats of a sexual nature;
 - e. leering, staring or making sexual gestures;
 - f. display of pornographic or other sexual materials;
 - g. offensive pictures, graffiti, cartoons or sayings;
 - h. unwanted physical contact such as touching, patting, pinching or hugging; and
 - i. physical assault of a sexual nature.
14. The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Confidentiality

15. All information regarding a complaint is to be treated in strictest confidence. Information that must be shared will be disclosed on a “need to know” basis.

Complaint Procedures

16. These procedures will also apply if either the complainant or the respondent is the King’s Printer. In such cases, the BC Public Service Agency will assume the function of the King’s Printer for the purpose of these procedures.

Informal Process

17. Employees who believe that they have a complaint of discrimination or sexual harassment may approach their union or association representative, supervisor or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter.

A matter dealt with to the complainant’s satisfaction is considered to be resolved.

Management Process

18. If the matter is not resolved to the complainant’s satisfaction, or if the employee chooses not to proceed informally, the employee will approach the Director of Printing Services, if such person is not involved in the matter, for assistance in resolving the complaint. This must be done within **one (1) year** of the alleged occurrence.

The complainant will approach the King’s Printer if the Director of Printing Services is the respondent.

19. The Director of Printing Services or the King’s Printer for British Columbia, as the case may be, will review and take steps to resolve the complaint as appropriate. This must be done within thirty (30) days of the matter being raised by the employee. Bargaining unit members, complainants or respondents may have a union representative present. Excluded employees may also wish to have a representative present.

20. The Director of Printing Services or the King’s Printer, as the case may be, will discuss the proposed resolution with the complainant and the respondent.

Formal Process

21. If the resolution proposed as a result of the management review is not acceptable, the complainant may refer the matter through the Human Resources Advisor in the BC Public Service Agency who is responsible for serving the King's Printer for British Columbia. This must be done in writing and within thirty (30) days of receiving the manager's response or when the response was due.
22. A written complaint will specify the details of the allegation including:
 - a. name and title of the respondent;
 - b. a description of the action, conduct, events or circumstances involved in the complaint;
 - c. the specific remedy sought to satisfy the complaint;
 - d. dates of incidents;
 - e. names of witnesses (if any); and
 - f. prior attempts to resolve (if any).
23. The Director of Printing Services or the King's Printer, as the case may be, will provide a copy of the complaint to the respondent. The Director or King's Printer will acknowledge, in writing, receipt of the written complaint, have the matter investigated and take such steps as may be required to resolve the matter.
24. The constituent group and the employees involved will be advised in writing of the proposed resolution. This will be within thirty (30) days from the date the Director or King's Printer received the written complaint or a later date mutually agreed to by the constituent group and the King's Printer. Matters, which remain unresolved, may be referred to adjudication or dispute resolution as identified below.

Adjudication

25. When the matter is not resolved following the formal process, the Unifor Local President may refer the matter to adjudication. This must be within thirty days of receiving written notification of the proposed resolution or such other date as may be mutually agreed between the Employer and the Union, as follows:
 - a. When a complaint has been filed at the adjudication stage, an adjudicator will be appointed by the BC Public Service Agency within ten days of receiving notice to proceed to adjudication. Adjudication will be conducted in a manner to ensure those involved receive a fair hearing. The adjudicator will determine the procedure and may admit any evidence deemed necessary or appropriate, consistent with the principles of natural justice. The adjudication will be held in private and the Employer has the right to full representation at the hearing.
 - b. The adjudicator may:
 - make findings of fact;
 - decide if, on the facts, discrimination or sexual harassment has occurred;
 - attempt to mediate a resolution to the complaint; and
 - make recommendations regarding resolution of the complaint, which may include discipline.
 - c. The adjudicator will forward their written decision and recommendations as expeditiously as possible to:
 - the complainant;
 - the respondent;
 - the Public Service Agency;
 - the King's Printer; and
 - the President of Unifor Local 780G.
 - d. The decision as to whether or not discrimination or sexual harassment has occurred is binding on the Employer, the complainant, the respondent and the Union.

Implementation of the Resolution

26. Where a matter has proceeded to the adjudicator, the Employer will consider the decision and recommendations of the adjudicator in finalizing what action should be taken. The complainant, the respondent and any other applicable party will be notified of the Employer's decision within five (5) working days of receiving the report of the adjudicator.
27. Any action taken by the Employer, including discipline, that is consistent with the findings of fact of the adjudicator must be considered by all parties as being determinative of the complaint and will not form the basis of a grievance for bargaining unit employees.

28. Pending the outcome of the complaint process, the King's Printer may take interim measures to separate the employees concerned. Such action is not considered disciplinary in nature or seen as a pre-determination of the merits of the allegation. Complainants will not be relocated without their agreement.
29. If the adjudicator determines that discrimination or sexual harassment has occurred, the Employer will document the personnel file of the respondent accordingly.

RESPONSIBILITIES

BC Public Service Agency

30. The head of the Agency is responsible for:
 - a. providing advice and assistance on the application of this policy directive to The King's Printer for British Columbia and employees;
 - b. giving direction that complaints and investigations are treated in confidence;
 - c. coordinating the development of awareness, training and communication programs in support of this policy directive;
 - d. appointing an adjudicator to hear complaints of discrimination or sexual harassment not resolved following a formal investigation by the Employer;
 - e. forming a dispute resolution panel, when required; and
 - f. conducting formal investigations, when required.

Ministries

31. The Employer is responsible for:
 - a. fostering discrimination and sexual harassment free workplaces;
 - b. disseminating to employees information of the complaint process established by this policy directive;
 - c. ensuring that complaints raised by employees are investigated and addressed within the time frames established by this policy directive;
 - d. ensuring that complaints and investigations are treated in confidence;
 - e. ensuring that the number and grounds of complaints handled under this policy directive are tracked and reported as required to the BC Public Service Agency;
 - f. ensuring that resolutions are implemented; and
 - g. delegating authority and responsibility, where applicable, to apply this policy directive within the King's Printer organization.
32. Excluded managers are responsible for:
 - a. developing workplaces, for which they are responsible, free from discrimination and sexual harassment;
 - b. investigating and resolving complaints within the time frames established by this policy directive;
 - c. treating complaints and investigations in confidence as appropriate; and
 - d. following up on resolutions to ensure that they have been implemented and are working.
33. Employees are responsible for:
 - a. treating fellow employees with respect;
 - b. refraining from discrimination and sexual harassment as defined by this policy directive;
 - c. treating complaints in confidence; and
 - d. meeting the time frames specified in this policy directive.

LEGISLATIVE AUTHORITIES

Human Rights Code

Other Authorities and References

- a. Labour Agreement between the King's Printer of the Government of the Province of British Columbia and Unifor Local 780G, Letter of Understanding No. 3
- b. A Managers Guide to dealing with Complaints of Discrimination and Harassment
- c. Discrimination and Harassment brochure
- d. Preventing Harassment in the Workplace booklet.

Cancellations

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 4

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

There shall be a minimum of two (2) supervisors within the Preparatory/Electronic Publishing Department. In no event shall a member who has not taken the opportunity to retrain be laid off out of priority order or lose his/her preference claim.

A training program will be developed by the union, in conjunction with the King's Printer, so that members will receive proper and sufficient training. The eventual goal is to have everyone trained in as many job functions and skills within each area as possible.

Employees wishing to upgrade their skills or retrain would put their names forward as being interested. The procedures and training for this purpose will be done in a manner to be determined by the parties. It is understood that any on-the-job training will take into consideration operational requirements.

A joint apprenticeship/training committee composed of an equal number of representatives of the union and the Employer shall be selected by the parties to this agreement.

The joint apprenticeship/training committee shall establish a training program for apprentices or trainees. This training program shall include training under journeypersons on all work covered by this agreement. The joint apprenticeship/training committee shall have authority to vary training programs to meet the problems arising because of varying equipment and processes and shall have the authority to provide as much training as may be suited to the capacity of the apprentice or trainee.

In the case of a dispute in the interpretation and/or application of this agreement, all disputes will be resolved by mutual agreement.

If a dispute is unable to be resolved by mutual agreement, then it will go to a special standing committee comprised of an equal number of members appointed by the parties.

If a dispute is not resolved by mutual agreement by the standing committee, then it would go to an expedited arbitration for a final and binding decision. The arbitrator will be Stephen Kelleher or other arbitrator agreed to between the parties.

Overtime shall be allotted on as equitable a basis as possible among members who are deemed competent to perform the work required.

The supervisors' input will be considered in the selection of new employees.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Amended: January 25, 2023

LETTER OF UNDERSTANDING No. 5

Between

THE KING'S PRINTER

and

UNIFOR LOCAL 780G

DEPARTMENT SUPERVISOR

- (a) An employee will be granted supervisor substitution pay where the employee accepts:
 - (1) designation to perform the principal duties of or temporarily substitute for a department supervisor position;
- (b) supervisor substitution pay is not payable when an employee has not been designated or assigned by the employer to substitute, pursuant to (a)(1) above;
- (c) supervisor substitution pay shall not be payable for periods of substitution of less than 35 consecutive work hours or one (1) week on a Nine Days of Work per Biweekly Schedule;
- (d) supervisor substitution equal to or in excess of the 35 consecutive work hours or one (1) week on a Nine Days of Work per Biweekly Schedule shall be payable from the commencement of the first shift of substitution;
- (e) Payment for leave under Clauses 30.01 and 19.07 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 6

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

PREPARATORY/ELECTRONIC PUBLISHING DEPARTMENT

It is agreed that the combined department (Preparatory, Composition and Electronic Publishing) shall be called the Preparatory/Electronic Publishing Department and that all work related to "publishing legislation" shall be recognized as jurisdiction of the department.

This shall include hardware, software and maintenance related to these duties and any evolution of such processes or equipment and is therefore included within the jurisdiction of Appendix "A".

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 7

Between

THE KING'S PRINTER

and

UNIFOR LOCAL 780G

UNIFOR SOCIAL JUSTICE FUND

The Unifor Social Justice Fund represents the extension of the Union principle of solidarity to the International stage. It is an integral part of the Union's program and activities and the Parties to this collective agreement shall support the Unifor Social Justice Fund as follows:

The Employer will have the Unifor Social Justice Fund set up under the PECSF umbrella, in order for an employee to donate funds in a lump sum or bi-weekly basis. All such employee contributions made through PECSF to the fund shall be recorded on the employee's annual T4 form.

The registered charity number for the Unifor Social Justice Fund is #135323756RR0001.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 8

Between

THE KING'S PRINTER

and

UNIFOR LOCAL 780G

BULLYING IN THE WORKPLACE

- (a) Employees have the right to work in an environment free from bullying and the parties agree that there is a need to take responsible action to prevent bullying and whenever they become aware of such behaviour, put a stop to it. Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.
- (b)
 - (1) Where a complaint of bullying between peers is brought to the attention of the Employer, it will be investigated by the appropriate supervisor and, if substantiated, appropriate action will be taken to remedy the complaint. For the purpose of this memorandum of understanding "peers" refers to employees who are not in a reporting relationship where one employee is supervised by the other.
 - (2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the excluded manager with jurisdiction for the worksite.
 - (3) The excluded manager will investigate this matter and, if substantiated, take appropriate action to resolve the complaint.
 - (4) A steward may be utilized to assist members at any point in this procedure.
 - (5) If the disposition of the complaint is still disputed by either employee, the complaint may be referred to the Public Service Agency or the Union for resolution by the Bargaining Principals.
 - (6) LOU No. 5 of the King's Printer Labour Agreement does not apply to this process.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 9

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

INFORMATION APPENDIX - EMPLOYEE BASIC LIFE INSURANCE

The Employee Basic Life Insurance shall include the following provisions:

1. Accidental Dismemberment and Loss of Sight with the following benefits:
 - Loss of both hands or feet – the principal sum;
 - Loss of sight of both eyes – the principal sum;
 - Loss of one hand and one foot – the principal sum;
 - Loss of one hand or one foot and sight of one eye – the principal sum;
 - Loss of one hand or one foot – one half of the principal sum
 - Loss of the sight of one eye – one half of principal sum.
2. Advance Payment of Group Life Benefits for Terminally Ill Employees

The guidelines for prepayment of Group Life Benefits pursuant to Article 27.04 are as follows:

1. Death must be "expected" within twenty-four (24) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the Group Life Insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the Life Insurance coverage, subject to a maximum of \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 10

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

During the renewal of the Collective Agreement between the Parties certain Articles were amended to reflect the contracting out of the printing and bindery work to private businesses outside of the Government. Those Articles have been moved from body of the Collective Agreement to a Memorandum of Agreement outside the Collective Agreement.

Should any of the printing or bindery work return to the King's Printer the Parties to the Collective Agreement shall meet at their earliest convenience to determine if any of the amended Articles should be returned to their original language. In those instances the Articles contained in the Memorandum of Agreement shall be the basis for the discussion.

In the event that the Parties fail to reach agreement on the revisions required the grievance and arbitration Articles of the Collective Agreement shall apply.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

LETTER OF UNDERSTANDING No. 11

Between
THE KING'S PRINTER
and
UNIFOR LOCAL 780G

TEMPORARY MARKET ADJUSTMENTS

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

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

1. The TMA is not considered as base pay but is pensionable and is applied to overtime. The TMA will be included in all base pay calculations.
2. An eligible employee in receipt of salary protection will have the TMA reduced by the corresponding amount of salary protection.
3. Except in cases of temporary appointments and substitution pay an eligible regular employee in receipt of a TMA will continue to receive the TMA should it be discontinued pursuant to #4 below so long as they remain in the position and the principal duties of the position remain unchanged.
4. Any temporary market adjustment is subject to mutual agreement between the Bargaining Principals for the term of the Agreement except that the Employer may terminate the payment of any TMA with 60 days' notice to the Union. Except as provided in #3 above, payment of the TMA will cease on the expiry or termination date.
5. Any temporary market adjustment will start the first pay period after the dates noted in Appendix A.

The parties agree to temporary market adjustments as per the attached Appendix to expire in accordance with #4 above.

**APPENDIX A TO LOU #11
RE: TEMPORARY MARKET ADJUSTMENTS**

	Classification	TMA %	Effective Date
1	Senior Application Developer	4.0%	July 1, 2020
2	Lead Programmer Analyst	4.0%	July 1, 2020
3	Lead Systems Analyst	4.0%	July 1, 2020

	Classification	TMA %	Effective Date
1	Senior Application Developer	5.5%	July 1, 2021

	Classification	TMA %	Effective Date
1	Senior Application Developer	7.0%	July 1, 2022
2	Lead Programmer/Systems Analyst	4.5%	July 1, 2022
3	Systems Analyst	4.%	July 1, 2022
4	Programmer Analyst	4.%	July 1, 2022

	Classification	TMA %	Effective Date
1	Senior Application Developer	8.0%	July 1, 2023
2	Lead Programmer/Systems Analyst	7%	July 1, 2023
3	Systems Analyst	5.5%	July 1, 2023
4	Programmer Analyst	5.5%	July 1, 2023

	Classification	TMA %	Effective Date
1	Senior Application Developer	8.5%	July 1, 2024
2	Lead Programmer/Systems Analyst	8.0%	July 1, 2024
3	Systems Analyst	5.75%	July 1, 2024
4	Programmer Analyst	5.75%	July 1, 2024

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

MEMORANDUM OF AGREEMENT #1

Re: Early Retirement Incentive Plan – For LTD Employees

- A. Early Retirement Incentive Plan (ERIP)
- (a) An Early Retirement Incentive Plan will be developed and offered to employees who: are in receipt of Long Term Disability Benefits, under the Totally Disabled Any Occupation provision;
 - (b) are at least 55 years of age at the time of the offering;
 - (c) have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,
 - (d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.
1. For employees meeting the above criteria and subject to the Employer's approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employees salary as at the date of disability. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.
 2. Employees who receive the ERIP will not be eligible for benefits from Article 29.01 Retirement Benefit.
 3. The Employer will consult with the Union with respect to timing and duration of the program.
 4. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.
1. Miscellaneous
 - ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.
 2. The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that his/her application for retirement is being processed.
 3. The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Information Appendix B, Section 2.08 (b) Cessation of Benefits.
 4. The Employer will notify the union of employees who have been offered ERIP.
 5. This Memorandum shall remain in effect during the term of the Agreement.

Signed on Behalf of the Employer by:

Signed on Behalf of the Union by:

ANDREW PHILLIPS
Director, BCPSA

ALEX CHARLES
President, Unifor Local 780G

DANIELLE CROWE
Senior Labour Relations Specialist, BCPSA

BRENDA MASON
Bargaining Committee Member

CLAUDIA CALDERON
Compensation Advisor, BCPSA

DAWSON BRENNER
Executive Director, CITZ

SPENCER TICKNER
Director, CITZ

ELLEN HINTON
Director, CITZ

Dated: January 25, 2023

MEMORANDUM OF AGREEMENT NO. 2

Between:

GOVERNMENT OF BRITISH COLUMBIA (THE KING'S PRINTER)

And:

UNIFOR LOCAL 780G

Re: Review of Classification Structure and Service Delivery Challenges

1. The Public Service Agency ("PSA") is the bargaining agent for the Government of British Columbia ("the government") in respect of bargaining units of employees, including the King's Printer.
2. Unifor Local 780G ("Union") is the bargaining agent for the bargaining unit of King's Printer employees employed by the government.
3. The collective agreement between the PSA and the Union expired on June 30, 2022, and the parties have been bargaining in good faith in an effort to conclude a renewal agreement..
4. Currently there are approximately 16 bargaining unit employees employed by the King's Printer.
5. In recent years, there have been differences in compensation between employees employed by the King's Printer and employees employed in other areas of the government and broader public sector.
6. The parties agree that there are reduced opportunities for career advancement within the King's Printer, and the government has challenges recruiting and retaining some employees.
7. The PSA and the Union agree that these challenges are not subject to an immediate resolution within the current PSEC mandate.
8. The PSA and the Union have agreed as follows:
 - (a) Within six (6) months of ratification of a renewed collective agreement between the PSA and the Union, to initiate a review of the relationship of the King's Printer employees to that of employees employed elsewhere in the government.
 - (b) The joint committee may focus on:
 - (i) Modern approaches to classification, including growth series and multiple step grids; and
 - (ii) The parties, by agreement, may examine other issues.

SIGNED ON BEHALF OF THE UNION BY:

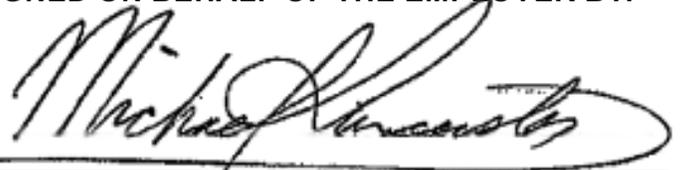


Alex Charles
President



Brenda Mason
Secretary Treasurer; Chapel Chair

SIGNED ON BEHALF OF THE EMPLOYER BY:



Michael Lancaster, BCPSA
Director



Chris Cowan
Senior Labour Relations Specialist



Dawson Brenner, CITZ
Executive Director



Ellen Hinton, CITZ
Director



Samantha Thatcher, BCPSA
Total Compensation Analyst

Dated this 25th day of JANUARY 2023.

