

**2019 – 2021  
COLLECTIVE  
AGREEMENT**

**BETWEEN**

***BC Assessment***

**THE  
BRITISH COLUMBIA  
ASSESSMENT AUTHORITY**

**AND**



**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1767**

between the  
**British Columbia Assessment Authority (Employer)**  
and the  
**Canadian Union of Public Employees (Union)**  
**Local 1767**

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THIS AGREEMENT made this 18<sup>th</sup> day of April, 2019

BETWEEN:

BRITISH COLUMBIA ASSESSMENT AUTHORITY  
(the “Employer”)

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1767  
(the “Union”)

PARTY OF THE SECOND PART

### **DEFINITIONS**

For the purposes of this agreement:

- (1) “*alternate workplace*” – means a workplace maintained and operated by the Employer which is not the employee’s usual workplace.
- (2) “*base pay*” – means the fixed compensation paid to an employee as shown in Schedule A. It is typically paid at an hourly, bi-weekly or annual rate.
- (3) “*employee*” – means a member of the bargaining unit appointed pursuant to Section 13 of the Assessment Authority Act and includes:
  - a. “*permanent employee*” – means an employee who is employed for work which is of a continuous nature on either a full time or less than full time basis, and who is appointed through open competition.
  - b. “*temporary employee*” – means an employee who is employed for a limited period of time. Temporary employees are normally hired for special work projects or unusual or peak workloads or other special circumstances, or summer relief.
- (4) “*geographic location*” – means that area within a 32 kilometer radius of the workplace or teleworkplace.
- (5) “*income*” – means base pay and additional cash compensation (such as a temporary market adjustment, allowance, or add-to-pay).
- (6) “*promotion*” – means the advancement of an employee to a permanent position with a higher pay scale through open competition.
- (7) “*spouse*” – means a person who is married to an employee or has lived with an employee in a marriage-like relationship for at least two continuous years. A spouse may be a person of the same or opposite sex.
- (8) “*telework*” – means the scheduled performance of work during agreed working hours by an employee from a teleworkplace.
- (9) “*teleworkplace*” – means the location at which the employee and the Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.

(10) “*travel status*” - means working outside the geographic location on approved BC Assessment business.

(11) “*workplace*” – means a location maintained and operated by the Employer where an employee ordinarily performs their duties.

## **1. PREAMBLE**

### **1.01 Purpose of Agreement**

It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union,
- (b) To recognize the mutual value of joint discussions and negotiations on a continuing basis by committee in matters pertaining to working conditions, employment, services, etc.,
- (c) To encourage efficiency in operations,
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

### **1.02 Collective Agreement**

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

### **1.03 Corporate Humanism**

This Contract has been developed under a mutually agreed upon concept of Corporate Humanism in recognition of the fact that "the need for control over ones working life is a deep and enduring trait in all human beings".

### **1.04 Respectful Workplace**

The Employer and the Union agree that all employees have the right to expect and have the responsibility to create, a workplace where all employees are safe and treated with respect, in an environment free of harassment and discrimination. Inappropriate conduct such as bullying, intimidation or other vexatious behaviour will not be tolerated.

The Employer and the Union will adhere to the most current WorkSafeBC policy and procedures to prevent where possible, and otherwise minimize, workplace bullying and harassment.

## **2. MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union acknowledges that the managing and directing of employees in the bargaining unit is the responsibility of the Employer. It is understood however, that in exercising this responsibility the Employer shall not violate any terms of this Agreement.



### **3. RECOGNITION AND NEGOTIATIONS**

#### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1767 as the sole and exclusive collective bargaining agent for all of its employees save and except as listed, and hereby agrees to negotiate with the Union concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Assessors  
Board Coordinator  
Change Manager  
Deputy Assessors  
Directors  
Executive Administrative Assistants  
Executive Coordinators  
Human Resources Department  
Legal Counsel  
Manager, Assessment Legal  
Manager, Administrative Services  
Manager, Assessment Appeals  
Manager, Assessment Operations  
Manager, Audit Services  
Manager, Business Consulting  
Manager, Business Solutions  
Manager, Communications and Government Relations  
Manager, Continuous Improvement  
Manager, Corporate Project Management Office and Governance  
Manager, Customer Relations  
Manager, Data Analytics and Quality Assurance  
Manager, Data Management and Reporting  
Manager, Data Services  
Manager, Enterprise Architecture  
Manager, Facilities  
Manager, Financial Operations  
Manager, Financial Planning and Analysis  
Manager, First Nations Customers  
Manager, IM/IT Planning & Governance  
Manager, Information Access & Privacy  
Manager, Local Government Customers  
Manager, Major Industry  
Manager, Pay and Benefits  
Manager, Planning and Risk Management  
Manager, Product Development  
Manager, Project Integration  
Manager, Property Assessment  
Manager, Property Data Accuracy  
Manager, Property Information  
Manager, Service Operations  
Manager, Services Management  
Manager, Specialized Cost Properties  
Manager, Technology Integration  
Paralegal  
Planning & Implementation Advisor, Field Ops

Policy Analysts  
Privacy & Legal Services Analyst  
President and CEO  
Procurement Manager  
Senior Internal Auditor  
Senior Security Analyst  
Vice Presidents

3.02 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this collective agreement.

3.03 Union Activity

The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any employee for reason of membership or legitimate activity in the Union.

**4. STRIKES**

It is agreed that there shall be no strikes or lockouts during the term of this agreement.

**5. UNION SECURITY**

5.01 Employees to be Members

Subject to Article 3.01, all present members shall, as a condition of continued employment, remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. All present employees occupying positions within the jurisdiction of Local 1767 who are not members as of January 1st, 1977 shall be deducted dues and assessments in amounts determined by the Annual General Meeting of Local 1767 but shall not be required to join and become members of the Union. Expulsion shall not constitute cause for loss of employment.

**6. CHECK-OFF OF UNION DUES**

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and Bylaws.

6.02 Deductions

Deductions shall be made from each payroll cheque and a cheque for each four week period be forwarded to the Secretary-Treasurer of the Union within ten working days of the second deduction, accompanied by a list of the names, home addresses and classifications of each employee. Amendments to the address list shall be supplied quarterly.

6.03 Dues Receipts

The Employer shall include the amount of union dues paid by each union member in the previous year on the T4 Statement of Remuneration Paid.

**7. & 8. Not Applicable**

**9. EMPLOYEE-EMPLOYER RELATIONS**

9.01 Joint Consultation

The BC Assessment Authority and its employees acknowledges the mutual benefit to be derived from joint consultation and its value in maintaining and improving service to the public and agree therefore to consult and act on matters of common interest, as appropriate, when requested by either party.

9.02 Terms of Reference and Composition of Joint Committees

- (a) The parties agree to establish joint committees as and when required to continue effective relationships and co-operation.
- (b) Terms of reference and composition to be decided by the parties at the time of formation.
- (c) It is agreed by the parties that the joint committees shall not have jurisdiction over wages or grievances, or the power to bind either the Union or the Employer to any decisions or conclusions reached in their decisions.
- (d) It is agreed that employees shall not suffer any loss of pay for time spent on these committees. It is further agreed that the Union shall pay all other expenses incurred by its representatives.

**10. & 11. Not Applicable**

**12. GRIEVANCE PROCEDURE**

12.01 Recognition of Area Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee and the Area Representatives. The Area Representatives shall assist any employee which the Area Representative represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.

12.02 Location and Name of Area Representative

The area of responsibility of each Area Representative shall be that of an assessment area. The Union shall advise the Employer in writing of the name of the Area Representative.

12.03 Guidelines

- (a) The parties agree that grievances can frequently be resolved by discussion between the employee and the employee's immediate supervisor and therefore in the hope that disputes can be resolved amicably, every employee in the bargaining unit is encouraged to seek to settle informally, with their immediate supervisor, any dispute which may arise.

- (b) An employee or any group of employees of Local Union 1767 shall have full rights to grieve and the issue shall be resolved by procedures consistent with this Article, including time limits, as they apply.
- (c) In pursuit of resolution for problems arising under the terms of this Agreement, it is agreed and understood that these problems and all grievances may be discussed and processed between the appropriate parties involved during working hours. This shall include the use of telephones where necessary and the costs shall be borne by the Employer for calls between the parties to this Agreement.

#### 12.04 Settling of Disputes

- (a) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort should be made to settle the dispute in the following manner. All grievances and replies shall be in writing.

##### Step 1

Within 15 working days of the date on which an employee first becomes aware of the action or circumstances giving rise to the grievance, the employee must bring the matter to the attention of the Union Area Representative who in turn shall attempt to resolve the issue with the appropriate manager. Failing resolution the issue will be formally grieved and presented at a Step 1 meeting by the Union Area Representative, with the opportunity for the employee to attend, within three working days. The manager shall respond within three working days of the grievance presentation.

Failing resolution, the Union may elevate the grievance to Step 2, but must do so within 10 working days of receipt of the Step 1 response.

##### Step 2

Within 10 working days of the Employer receiving the grievance at Step 2, the Union Regional Director and/or the Union Chief Grievance Officer and the Employer's Vice President shall meet to attempt to resolve the grievance. The Vice President shall respond within 10 working days of the meeting.

##### Arbitration

Failing resolution the Union may refer the grievance to Arbitration as outlined in Article 13, but must do so within 15 working days of receipt of the Step 2 response.

- (b) The time limits set forth in the Steps above may be extended with the mutual consent of both parties. This consent will not be unreasonably withheld.
- (c) Both parties shall retain the right to involve any resource person at any or all steps in the grievance procedure.
- (d) Should the substances of the grievance refer to the suspension or discharge of an employee, Step 1 of the grievance procedure shall be eliminated. In the case of the discharge of an employee, the CEO shall meet with the designated Union representative.

- (e) In the event that, after having initiated a grievance through the grievance procedure, an employee takes settlement action through any other channel, then the Union agrees that the grievance shall be considered to have been abandoned.
- (f) Notwithstanding (e) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

#### 12.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs and cannot be settled through the mutual agreement of both parties, the Union or the Employer may initially present the grievance at Step 2 of Article 12.04(a) above, subject to the stipulated time limits.

#### 12.06 Selection Process Grievance

Where there is a dispute resulting from the selection competition process for a permanent job vacancy, the following will modify Step 1 of the grievance procedure as described in Article 12.04.

- (a) Within five working days of the employee being advised they were not the successful candidate, the Union representative must file the grievance, on behalf of the employee, to the Manager, Employee and Labour Relations.
- (b) Upon receipt of the grievance, any impacted successful candidate(s) shall be notified by the Employer that a grievance has been filed and the potential impact this may have on their proposed appointment.
- (c) The Employer will make available for inspection written exams, oral exams, exam results, rating sheets and application forms and any other document the Employer relied upon to reach its decision, (“documents”) of any and all grievors and the successful candidate in the competition.
- (d) Personal identifiers in the “documents” as of the date of filing, such as those listed below, may be redacted by the Employer.
  - i. In cases where the successful candidate is not a member of the bargaining unit: name, address, email, phone number and driver’s license.
  - ii. In cases where the successful candidate is a member of the bargaining unit: driver’s license.

The existence of personal identifiers collected by the Employer that are not listed above shall be disclosed to the Union and subject to discussions between the Parties as to relevance.

- (e) Pursuant to the grievance procedure steps, the approved Union designated officers who are entitled to inspect the documents are: the Union’s Regional Director, the Union’s Local Agent, Chief Grievance Officer, Local Union President and CUPE National Representative and Counsel.

- (f) Within three working days of filing the grievance, the Employer shall provide copies of the documents to the Union representative who filed the grievance. The Step 1 grievance presentation will occur within three working days of receipt of the documents.
- (g) No copies of the documents will be shared outside of the Union Grievance Committee. Any documents and notes taken concerning the documents shall remain in confidence with the CUPE 1767 Grievance Committee at the conclusion of the meeting with the Employer.
- (h) The Parties agree that the same documents will be available for inspection on the same conditions, except as to the timing, by the grievor and/or successful candidate should either wish to exercise this right.
- (i) In the event that the Parties do not reach resolution of the grievance and the matter is referred to arbitration, the Union may provide copies of all documents to counsel. At the conclusion of the grievance procedure, including arbitration, all documents and any copies will be returned to the Employer.

### **13. ARBITRATION**

#### 13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, fax or email addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five work days thereafter, the other party shall answer by registered mail, fax or email indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chairperson. By mutual consent, the parties may refer the matter to a single arbitrator in lieu of a three person arbitration board.

#### 13.02 Failure to Appoint

If the parties fail to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within seven work days of their appointment, at the request of either party, the appointment shall be made by the Labour Relations Board of BC pursuant to the *Labour Relations Code*.

#### 13.03 Board Procedure

The Board shall determine its own procedure in accordance with relevant legislation and shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures.

#### 13.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of the provisions.

HOWEVER, the Board shall have the power to dispose of grievance by any arrangement, which it deems just and equitable.

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five work days.

13.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of its appointee to the Board and
- (b) One-half of the fees and expenses of the single Arbitrator or Chairperson, as applicable.

13.07 Amending of Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the parties.

13.08 Witnesses

- (a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- (b) The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, excepting accident matters that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**14. DISCIPLINE**

14.01 Probationary Test of Suitability

The Employer may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment was carried out fairly and objectively. Each probationary employee shall be informed upon hiring of these provisions.

14.02 Letters of Expectation

While it is acknowledged that Letters of Expectation are not disciplinary, after 36 months from the date the letter was issued, an employee may request to have the Letter of Expectation removed from their file, provided the employee has worked those 36 months and there has been no further Letter(s) of Expectation or discipline.

14.03 Disciplinary Interviews

- (a) An employee will have the right to have a union representative present at any discussion with a manager that the employee believes might be the basis of disciplinary action. Where a manager intends to interview an employee for

disciplinary purposes, the employee will be notified in advance of the purpose of the interview so that the employee may contact a union representative, provided this does not result in undue delay of the appropriate action to be taken. This clause will not apply to those discussions that are of an operational nature and do not involve disciplinary action.

- (b) Should the employee participate in the discussion without union representation, the Employer will request the employee sign a waiver. The format of the waiver will be as mutually agreed to between the Parties. The signed waiver will be provided to the Local Area Representative upon conclusion of the discussion.
- (c) In addition to the circumstances described in paragraph (a), an employee may request union representation where the employee has filed a complaint under the Standards of Conduct Policy.
- (d) Where an employee receives a disciplinary letter or letter of expectation which is placed on the employee's personnel file, copies will be provided to the Union office and Chief Grievance Officer within five days of the employee receiving the letter.

#### 14.04 Removal of Reprimands

Records of verbal or written reprimands shall be removed from the employee's file after 18 months of the date of reprimand provided the employee has been actively employed for the majority of the 18 month period and provided no other discipline has occurred over the 18 months.

#### 14.05 Right to Refuse to Cross Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. HOWEVER, where an employee is unable to report for duty, pay for time so lost may be forfeited.

### 15. SENIORITY

#### 15.01 Seniority Defined

- (a) Seniority is defined as all uninterrupted time as a permanent employee of the BC Assessment Authority and shall apply on a bargaining-unit-wide basis.
- (b) For purposes of promotional opportunities, employees who work less than full-time shall acquire seniority on the basis of 1,827 hours equals one year.

#### 15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commences. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. In addition, an updated seniority list will be sent to the union office July of each year.

#### 15.03 Probation for Newly Hired Employees

- (a) During the probationary period, the employee shall be entitled to all rights of this Agreement and benefits as described in the Table in Article 15.05.



- (b) After completion of the probationary period, seniority shall be effective from the original date of employment.
- (c) HOWEVER, all rights, benefits and privileges in accordance with Article 15.05 below under this Agreement shall accrue to employees upon completion of 30 days employment status without restricting the Employer's responsibility to terminate employment of an employee during the probationary period if required.

15.04 Probationary Periods

- (a) Probationary periods for all new permanent employee appointments will be six months of active employment. This includes temporary employees who are appointed to permanent status. Probationary periods may be extended by mutual agreement.
- (b) The Employer may waive the probationary period in exceptional circumstances where it is satisfied the employee has sufficient previous experience and has demonstrated satisfactory performance as a temporary employee in the same classification.

*Note: Applicable to all new appointments after date of ratification. Probation periods for employees hired prior to the date of ratification will remain unchanged, except that no employee's probation period shall extend more than 6 months past the date of ratification.*

15.05 Benefits Reference Table: Permanent Employees <sup>1</sup>

<b>Benefit</b>	<b>Waiting Period</b>	<b>Layoff</b>	<b>Sick Leave</b>
<i>Basic Medical</i>	1 month	6 months	Sick leave and 2 years LTD
<i>Dental and Extended Health</i>	6 months	30 days	Sick leave and 2 years LTD
<i>Group Life</i>	1 month	6 months	Age 69 <sup>2</sup>
<i>Pension</i>	Immediate	-	60 working days (no contributions during the second 60 day period of STII or LTD)
<i>L.T.D.</i>	6 months	See Article 23	n/a
<i>Annual Vacation</i>	Immediate	-	60 working days (no accumulation during the second 60 day period of STII or LTD)
<i>Sick Leave</i>	Immediate	-	n/a

<sup>1</sup> See Articles 22, 23 and 28 for entitlements

<sup>2</sup> Group Life coverage ceases for employees on LTD at age 65

#### 15.06 Definition of Employee

Employee means a member of the bargaining unit appointed pursuant to section 13 of the *Assessment Authority Act*, and includes:

- (a) Permanent employees – means an employee who is employed for work which is of a continuous nature on either a full time or less than full time basis, and who is normally appointed through open competition.
- (b) Temporary employees - means an employee who is employed for a limited period of time. Temporary employees are normally hired for special work projects or unusual or peak workloads or other special circumstances, or summer relief.
  - 1. Effective January 1, 2020, temporary employees who work a minimum of 5,481 hours in 36 months of continuous service, in the same position and same location, will receive an offer of conversion from temporary status to permanent status; and will retain their service seniority.

### **16. PROMOTIONS AND INTERNAL STAFF CHANGES**

#### 16.01 Role of Seniority in Promotion

- (a) A promotion is deemed to occur when an employee advances to any permanent position with a higher pay scale through open competition.
- (b) The parties agree to the principle that job opportunity may increase in proportion to the length of service with the Employer. Therefore, in matters of promotion, seniority must be considered along with knowledge, efficiency, capability, initiative, working history and general ability to perform the duties of the position.
- (c) For permanent job vacancies, when two or more candidates are determined to be relatively equal through open competition one of the following will apply:
  - 1. When both candidates are current permanent employees, seniority will be the deciding factor.
  - or
  - 2. When one candidate is a current employee and one is an external applicant, the position will be awarded to the current employee. This provision is applicable to all permanent employees and to those temporary employees who have nine months or more continuous employment.

#### 16.02 Job Postings

- (a) All permanent job vacancies within the bargaining unit shall be posted on the Employer's website or Applicant Tracking System and by direct e-mail notification to employees and to the Union office prior to filling. The posting will remain open for a minimum of 14 calendar days prior to the closing date.
- (b) When a position at the working level is to be filled, it shall be posted at the working level with the proviso that a lesser qualified applicant may be considered at the Appraiser I level.
- (c) The working level class series is Appraiser II or lesser for appraisal.

### 16.03 Voluntary Transfer

- (a) A voluntary transfer is defined as the movement of a permanent employee from one office location to another at the same classification as their base position.
- (b) A voluntary transfer list will be established on the corporate intranet site. Permanent employees who are seeking a voluntary transfer and who have:
  - i. completed their probationary period; and
  - ii. maintained a discipline-free record for the previous 24 months immediately prior to the application; and
  - iii. been employed in their current classification and role for a minimum of two years

may apply and will be placed on the voluntary transfer list in order of seniority according to the requested location(s), effective the date of their application.

1. Where an employee wants to transfer to another location, they may select up to three separate offices.
2. Employees who are placed on the voluntary transfer list may have their names removed at any time by written notification to the People Division.
3. Employees may elect to transfer to a lesser classification in their position class series, but must indicate their election on the initial application.
4. Prior to implementing a voluntary transfer, the current voluntary transfer list will be forwarded to the Union office and to the Secretary-Treasurer of the Union.
5. Eligibility lists may be established through the competition process and used to fill future vacancies. When it is intended to establish an eligibility list, it will be stated on the posting. Eligibility lists will be in effect for a maximum of six months from the establishment of the list and will only be applicable to the locations in the original posting. A copy of the eligibility list will be forwarded to the Union office and the Secretary-Treasurer when established.
6. Prior to posting vacancies, the Employer will review the voluntary transfer list and the eligibility list for the location where the vacancy occurs. Appointments will be made first from the voluntary transfer list of applicants who continue to meet the eligibility requirements of paragraph (b) above and second from the eligibility list, if one exists.
7. Employees retain the right to refuse an offer of voluntary transfer, but must provide written acceptance or refusal within five working days of receiving the offer. An employee who refuses an offer for one location will be removed from the voluntary transfer list for that location for a period of four months from the date of the refusal.
8. No additional employees will be added to the voluntary transfer list when there is an active posting for that position.

9. Notwithstanding the other provisions of this clause, the Employer may consider and approve a request for a transfer for compassionate reasons at the same classification or to meet its obligation under the Human Rights Code. A review of the request will be conducted and any decision will be based on the merit of the request taking into consideration the organization establishment. The Union office and the Secretary-Treasurer will be notified prior to initiating any transfers under this provision.

10. Vacancies for excluded positions which are in management salary range 5 or below will be posted on the Employer's website for a minimum of 14 calendar days prior to closing in order to enable interested bargaining unit employees to apply.

#### 16.04 Information in Postings

Such notices shall contain the location, the closing date and the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

#### 16.05 Short-term Vacancies

- (a) For the purposes of this Article, short-term vacancies are vacancies which the employer intends to fill for a definite period or on a non-continuing basis. The vacancy may occur because of vacation, hiring lag, a leave of absence, a project or other non-permanent circumstance.
- (b) An employee who is temporarily assigned to fill a short-term vacancy at a higher classification for a minimum of three consecutive work days shall be paid substitution pay in accordance with Article 25.04 from the first day of the assignment.

#### 16.06 Temporary Assignments – Three Months or Less

- (a) Short-term vacancies which are known or are expected to be three months or less in duration may be filled through the direct, temporary assignment of an employee by the Assessor/Director.
- (b) Where certain positions within an office or department regularly provide short-term vacancies of this duration, the Assessor/Director will maintain and update a list of employees who are interested and suitable for these assignments and will make efforts to ensure opportunities are offered to such employees on a fair and impartial basis. Where there is no list, or there are no employees on the list, and where a vacancy will be longer than two weeks, the Assessor/Director will, at a minimum, notify employees within the job family where the vacancy occurs about the assignment opportunity.
- (c) Temporary assignments may be extended beyond three months with the agreement of the Regional Director of the Union.

#### 16.07 Temporary Assignments – Longer Than Three Months

- (a) Short-term vacancies which are known or are expected to be longer than three months in duration will be posted internally for a minimum of one week. The area of selection will be indicated on the posting and at a minimum will be open to employees within the job family where the vacancy occurs.

- (b) An informal selection process will be used to select the employee for the temporary assignment and will consider the following factors:
  - 1. Qualifications
  - 2. Competencies
  - 3. Satisfactory performance
- (c) Where it is not inconsistent with the operational needs of the Employer, preference will be given to candidates who have not had similar temporary assignments within the previous three years.
- (d) Where there is only one qualified applicant for the vacancy, that applicant shall be assigned to the position for the duration.
- (e) Where there is more than one qualified applicant and where it is reasonably possible to accommodate more than one assignment, the Assessor/Director will determine the maximum number of assignments and the minimum duration for each one. This decision will be based upon operational requirements and the need for employee development. A temporary assignment shall not normally exceed 13 consecutive months. Temporary assignments may be extended beyond 13 months with the agreement of the Regional Director of the Union.

#### 16.08 Pay During Temporary Assignments

- (a) Where an employee is temporarily assigned to fill a short-term vacancy in accordance with Article 16.06 or 16.07 above, then payment for vacation and other paid leaves taken during the first 20 continuous work-days of the temporary assignment will be made at the employee's base pay in their base position.
- (b) After the 20 work-days described in (a) above, payment for vacation and other paid leaves taken during temporary assignment will be made at the substitution rate until the date the temporary assignment was scheduled to end. If the assignment is extended, the employee will not be required to serve an additional 20 days waiting period pursuant to (a) above. Request for vacation days during the temporary assignment will not be unreasonably withheld.

#### 16.09 Trial Period

The successful applicant shall be notified wherever practical within one week following the end of the posting period. The successful applicant shall be placed on trial for a period of four months. Conditional on satisfactory service, the employee shall be declared permanent after the period of four months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the new position proves to be unsatisfactory to the employee during the trial period, the employee shall be returned to the employee's former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 16.10 Promotions Requiring Higher Qualifications

When there are no applicants who possess the required qualifications, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given an exact time in which to qualify. Providing the employee

becomes qualified within the specified time, permanent status shall then be received from the date of qualification. If the employee does not qualify by the specified time, the position shall be re-advertised and when a qualified applicant is assigned, the employee who was on acting status shall be reassigned, without loss of seniority or former classification at the appropriate increment step. The Union shall be notified of such acting positions.

#### 16.11 Notification to Employer and Union

- (a) The People Division shall notify each unsuccessful internal applicant and the Union Office of the name of the successful applicant who has been recommended for a vacant position in order to allow for any appeals pursuant to the grievance procedure. The notification shall be by letter or e-mail and will be carried out as soon as possible after the recommendation has been received by the People Division. If there is to be an abnormal delay in this notification the candidates will be advised. The time limits of the grievance procedure shall be strictly enforced.
- (b) Subject to Section (a) above, if applicable, the People Division may defer confirming the appointment. If there is to be an abnormal delay in the confirmation, the candidate and the union office will be advised. HOWEVER, when the appointment is made the name of the successful applicant shall be circulated by e-mail to all employees for information purposes only.
- (c) The Union office shall be notified monthly by direct e-mail of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

#### 16.12 Disabled Worker Provision

An employee unable through injury or illness to perform the employee's normal duties shall be provided with alternate suitable employment.

#### 16.13 Training

To ensure a constantly developing programme of upgrading qualifications within the Authority, the following development assistance shall apply:

- (a) After one year service, leaves of absence without pay for up to four months may be granted to employees who wish to take job related courses. Application for such leave shall be submitted in writing at least 60 days in advance. Upon successful completion of the course and upon presentation of the necessary receipts, the employee shall be reimbursed for the cost of tuition and required texts.
- (b) Where an employee has been selected by the Employer to attend a specific course, the Employer shall pay all expenses including normal salary.
- (c) Employees who wish to take and claim reimbursement for job related courses which do not require time off from work must apply for approval in advance. Upon successful completion of the course and upon presentation of the necessary receipts, the employee shall be reimbursed for the cost of tuition and required texts.
- (d) Leave of absence of up to one day (7 hours) without loss of pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Leave of absence for the purpose of writing examinations is to include reasonable travel time. Employees shall advise the Employer in advance in writing of the time,

place and approximate duration of the examination for which time off is being requested. Any costs shall be borne by the employee.

#### 16.14 Appraiser Progression

Appraiser I must complete a minimum of 24 months as an Appraiser I and successfully complete all of the educational requirements as specified in the job descriptions, prior to progressing to Appraiser II.

### 17. LAYOFF AND RECALL

#### 17.01 Preamble

When it is necessary to reduce the work force as a result of economic conditions, or insufficient work, or organizational change or a reduction in the level of activity or service of the Employer or a discontinuance of a program, service, or an activity of the Employer, the Employer may lay off employees covered by this agreement in order to effect such reductions. The Employer shall designate the positions to be eliminated and the employees affected and scheduled to be laid off pursuant to Section 17.03.

#### 17.02 Definitions

##### (a) Geographic Areas of Work

1. Head Office
2. Capital
3. Assessment Areas 9 - 14
4. Other Assessment Areas as individual geographic areas

##### (b) Position Class Series

Is two or more classes with the same class titles performing the same kind of work, but each differing due to level of complexity and responsibility denoted by number sequence.

#### 17.03 Recognition of Seniority

- (a) Both Parties recognize that job security shall increase in proportion to the length of service.
- (b) In the event of elimination of positions pursuant to Section 17.01, affected employees may exercise their seniority to bump junior employees as detailed in Section 17.05, provided the employees are qualified for the positions. Also, pursuant to Section 17.07 (a) Recall Procedure, employees recalled must be qualified to perform the positions available.

#### 17.04 Written Notice of Layoff

- (a) The Employer shall notify employees who are to be laid off at least 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the 20 working day notice period prior to layoff the employee shall be paid for the remainder of the 20 working day notice period for which work was not made available in lieu of such notice.
- (b) A written notice of layoff, to the employee shall contain a definite time limit of seven calendar days from receipt of notice for exercising their seniority to bump a

junior employee. If an employee's choice is not available the employee shall have an additional day to notify the Employer of the next choice.

- (c) If an employee does not exercise their seniority within the time limits or is unable to do so then the employee shall be laid off and placed on the recall list, or they may opt to resign and be paid severance pay.
- (d) A copy of all notices to be sent to the Union Office.
- (e) All notices to be received via registered mail.

#### 17.05 Bumping Rights

- (a) Option for employees with four or more years of seniority.

An employee with more than four years seniority whose position is being eliminated may exercise their seniority provided that they are qualified, by choosing to bump the most junior employee in any office with less than four years seniority who occupies a position in the same or lesser classification of the employee's position class series.

- (b) Option for employees with less than four years but greater than two years seniority.

An employee with less than four years but greater than two years seniority whose position is either eliminated or the employee is bumped pursuant to Section 17.05 (a) may exercise their seniority provided that they are qualified, by choosing to bump the most junior employee occupying a position in the same or lesser classification of the employee's position class series in the following sequence:

Firstly - within the employee's geographic area pursuant to Section 17.02 (a), or if not possible,

NOTE: An employee between two and four years seniority being bumped as a result of 17.05 (b) may bump only the most junior employee in the same or lesser classification of their position class series on a province wide basis.

Secondly - on a province wide basis.

- (c) An employee who has less than two years seniority has no bumping rights.
- (d) For purposes of administering the bumping process only, when more than one employee subject to layoff elects to bump into the same job, the employees involved shall bump in order of seniority until the bumping process is completed.
- (e) An employee cannot bump an employee occupying a position with a higher classification, i.e. no bumping up.
- (f) An employee will be placed in the new classification and new salary range of the position of the incumbent the employee bumps, as follows:
  1. When an employee bumps an employee in the same classification with the same salary range the employee will be placed at the same incremental salary step that they currently hold.
  2. When an employee occupies a position within the working level class series:



(a) Appraiser II or lesser for appraisal

the employee shall retain their current salary rate when bumping within the working level class series.

3. When an employee bumps an employee in a lesser classification with a lesser salary range the employee will be placed at the nearest incremental salary step on the lower salary range which approximates the employee's current salary rate provided that under no circumstances will an employee receive higher remuneration or benefits.

4. Pursuant to the foregoing, under no circumstances will an employee's salary rate exceed the salary maximum of the salary range of the new class.

(g) Provided an employee has exhausted their bumping rights pursuant to the above, and subject to Section (c), the employee may exercise their seniority to choose to bump the most junior employee with less than four years seniority on a province wide basis who occupies a position that the employee has previously permanently held within the Authority.

(h) Bumping Rights - Higher than Working Level

1. Notwithstanding Sections 17.05 (a), (b) and (c), an employee who occupies a position in one of the following bargaining unit position classifications:

Senior Appraisal Assistant  
Senior Appraiser  
Office Supervisor

and whose position is eliminated or bumped may exercise their seniority provided that they are qualified by choosing to bump as follows:

- (a) the most junior employee in a lesser classification of the employee's position class series within the employee's office, or
- (b) the most junior employee on a province wide basis in the same classification of the employee's position class series.

2. Head Office Bumping Procedure

(a) Notwithstanding sections 17.05 (a), (b) and (h)1 with the exception of (h)(2(a)(iii)) but subject to Sections 17.05 (c) and (g), a separate bumping procedure will exist for employees occupying positions in Head Office. Conversely, an employee occupying a position outside of Head Office shall have no bumping rights within Head Office except for (h)(2(a)(iii)) and 17.05(g). A Head Office employee with a minimum of two years seniority who occupies a position in Head Office which is eliminated or the employee is bumped may exercise their seniority provided that the employee is qualified, by choosing to bump the most junior employee in the following sequence order:

- (i) in the same or lesser classification of their position class series within Head Office except for (h)(2(a)(iii)), or

- (ii) in a position classification at the same salary level or any position classification at a lesser salary level within Head Office, or
  - (iii) an employee in or outside of Head Office who occupies a position in a position class series that exists both in Head Office and outside of Head Office shall be eligible to exercise their seniority pursuant to but subject to the provisions of Article 17.05 (a), (b) or (h)1, or
  - (iv) a Head Office employee may exercise their rights under 17.05 (g) provided that the employee has exhausted all bumping rights pursuant to the above.
- (i) The Employer shall provide employees with an orientation period, if applicable.

17.06 Relocation Costs

- (a) An employee who has greater than four years seniority and moves pursuant to Section 17.05 shall be reimbursed relocation costs pursuant to D1 (a) only and up to 50% of D2 of the transfer regulations where the move involves relocation from one geographic area to another as defined in Section 17.02 (a) with the exception that Head Office and Capital shall be considered the same geographic area of work for the purposes of this section only.
- (b) An employee who moves pursuant to Section 17.05 where an employee has between two but less than four years seniority, shall be reimbursed relocation costs for the movement of household effects pursuant to D1 (a) only of the transfer regulations where the move involves relocation from one (1) geographic area to another as defined in Section 17.02 (a), with the exception that Head Office and Capital shall be considered the same geographic area of work for the purposes of this section only.
- (c) No other relocation costs will be provided.

17.07 Recall Procedure

- (a) An employee shall be recalled in order of their seniority within the same or lesser classification of the employee's position class series on a province wide basis provided the employee is qualified. If an employee fails to return to work within seven calendar days of receipt of recall notice sent by registered mail, the employee ceases to be an employee and they will have deemed to have abandoned their position and to have resigned unless such failure to return to work is owing to illness or injury which is attested to by a written statement from a licensed medical practitioner, in which case the employee will report for work on the date indicated by the licensed medical practitioner.
- (b) No new employee will be hired to fill a full time position until those employees on the recall list have been given an opportunity for re-employment pursuant to 17.07 (a).
- (c) A laid off employee who is recalled shall be responsible for any relocation expenses.
- (d) In the event an employee does not accept recall, that employee will be deemed to have terminated their employment with no severance pay payable and the vacant position will be offered to the next most senior qualified laid off employee pursuant to Section 17.07 (a).

(e) It shall be the responsibility of the laid off employee to keep the Director, People Services informed of their current address.

(f) A copy of all recall lists and notices will be forwarded to the Union Office.

**17.08 Seniority During Layoff**

An employee shall not lose their seniority due to layoff nor does seniority accrue during layoff.

**17.09 Duration of Layoff**

The Employer shall make every effort to recall laid off employees; however, a layoff period extending beyond 12 months shall constitute termination of employment with no severance pay payable.

**17.10 Not Applicable**

**17.11 Severance Pay**

Subject to and pursuant to the foregoing sections, an employee who is subject to layoff and cannot or does not elect to bump a junior employee or to be placed on a recall list shall be deemed to have resigned and the employee shall be paid termination severance pay of up to 52 weeks as follows:

- (1) three weeks' salary for an employee with a minimum of six consecutive months up to two consecutive completed years of service, and
- (2) three weeks' salary for each consecutive completed year of service in excess of two completed years of service up to a maximum of 52 weeks' salary.

Completed Years Worked	Weeks of Severance
0-6 months	0
6 months – 2 years	3
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	30
11	33
12	36
13	39
14	42
15	45
16	48
17	51
18 or more	52

Severance pay shall be paid within 10 working days of the employee's resignation.

## **18. HOURS OF WORK**

### **18.01 Daily and Weekly Hours**

Except as hereafter provided, the normal hours of work will be 8:30 a.m. to 4:30 p.m. consisting of seven hours per day or 35 hours per week Monday to Friday, exclusive of meal periods. Alternate schedules may be arranged which commence no earlier than 7:00 a.m. and finish no later than 7:00 p.m. Monday to Friday. All work schedules will be based on these hours and must be designed to meet operational requirements and to provide efficient service to the public.

### **18.02 Lunch and Rest Breaks**

For work days that are six hours or longer, the employee must take a minimum 30 minute unpaid meal break approximately mid shift and is entitled to one 15 minute paid rest period in each half of the work day. For work days that are less than six hours but more than four hours, the employee must take a minimum 30 minute unpaid meal break approximately mid shift and is entitled to one 15 minute paid rest period. For work days that are equal to or less than four hours, the employee is entitled to one 15 minute paid rest period.

### **18.03 Hours of Work**

- (a) A permanent employee will have a work schedule consisting of 140 hours, exclusive of meal breaks, over a period of four weeks.
- (b) Prior to the commencement of each four week scheduling period, the employee will submit to their supervisor for approval a work schedule that will meet upcoming work objectives for the period.
  - 1. All work schedules will indicate the regular starting and finishing times of each work day, as well as any scheduled days of absence.
  - 2. All hours actually worked or on approved paid absence will be recorded.
  - 3. The Director/Assessor will coordinate the schedules submitted to ensure that the department or office has adequate coverage for the full period.
- (c) The following scheduling guidelines will apply:
  - 1. The maximum daily hours of work will be 8.5 hours per working day, exclusive of meal periods. The minimum daily hours of work will be 3.5 hours per working day.
  - 2. The employee must work or have paid leave scheduled on at least three days each business week (Monday to Friday).
  - 3. Personal appointments will be scheduled during employee time (i.e. unpaid) with the exception of approved leave under Article 24.01 (e).
  - 4. Once approved, the work schedule may be adjusted by mutual agreement within the limits of 8.5 hours per day or 140 hours over four weeks.
  - 5. If the manager and the employee are unable to agree to change the approved schedule, and if the required schedule changes result in additional work hours

beyond the approved schedule which are in excess of 7 hours per day or 140 hours over four weeks, then overtime rates will be payable.

- (d) When an employee is absent from work as a result of one of the following reasons, the corresponding credit will be recorded in the work schedule:

Statutory Holiday (Article 21)	Maximum 7 hours.
Vacation (Article 22)	Not less than 15 minutes per day and not more than 8.5 hours per day.
Sickness (Article 23.01)	For the remainder of the approved work schedule, the absence will be recorded in accordance with the work schedule up to a maximum of 7 hours per day. Thereafter, the absence will be recorded as 7 hours per day.
Training Assignment	If the employee is assigned to a training programme by the Employer, actual training and travel time will be recorded as time worked. This time may be in excess of the maximum daily hours and despite being overtime will be recorded as straight time. For the purposes of this article the “BC Assessment Education Seminar” is considered a training programme. Travel to and from the seminar and its training sessions are considered time worked. Notwithstanding the foregoing any travel on a day of rest will be considered overtime and Article 19 will apply. Leave for examinations under Article 16.13 (d) will be recorded as time worked up to a maximum of 7 hours.
Leave of Absence (Article 24)	As specified in Article 24, where ‘day’ means 7 hours.

- (e) The Director/Assessor shall determine the work schedule to be worked by temporary or probationary employees.
- (f) When an appraisal crew (or an individual Appraiser) is scheduled to work in an area isolated from the office, the majority of the crew, including other employees scheduled to work with the crew, may reach mutual agreement with the Director/Assessor to work a compressed work schedule by increasing the daily hours up to a maximum of 10 and by re-scheduling days off. Where a compressed work week of this type is agreed to, all members of the crew will be required to work that schedule. Under this schedule an employee shall not work more than seven consecutive calendar days.

18.04 Leave for Less than Full-Time Work

- (a) An employee with a minimum of one year of service may apply to work less than full-time for up to two consecutive years. The employee shall make every reasonable effort to provide the request at least 45 working days prior to the anticipated commencement. Consideration of any requests will be subject to operational demands, including but not limited to, training and field programs.
- (b) The employee must work a minimum of 35 hours during a two-week averaging period, scheduled at the local level and will be eligible for benefits in accordance with Article 18.05.

- (c) One month written notice must be given to the Employer should the employee wish to return to full-time work prior to the agreed upon date. The Employer will endeavour to accommodate this request.
- (d) Not less than 45 working days prior to the end of the leave period, the employee may apply in writing for an extension for a further leave period of up to two years.
- (e) If not extended, the employee will revert to full-time work at the end of the leave period.
- (f) Approval, extension and/or early termination of the leave will not be unreasonably withheld.

#### 18.05 Application of Agreement for Less than Full-Time Employees

Notwithstanding any other provisions of the collective agreement, the following will apply to employees working on a less than full-time basis.

- (a) The employee is responsible, on a pro rata basis, for the cost of maintaining Medical, Dental, and Extended Health benefits under Article 28. For example, an employee working half-time will be responsible for half of the benefit premiums.
- (b) Sick leave (Article 23.01) and special leaves (Article 24) will apply only to the time the employee is scheduled to work.
- (c) Vacation (Article 22), paid holidays (Article 21), seniority (Article 15.01), salary increments (Article 25.03), trial period (Article 16.09), probation (Article 15.04) and progression (Article 16.14) will be earned on a pro rata basis.
- (d) Group Life (Article 28.01), Long Term Disability (Article 23.02) and Maternity or Parental Leave (Article 26) benefits will be based on the less than full-time salary. Employees wishing to maintain full group life coverage may do so by paying the additional premiums required.
- (e) Public Service Pension Plan, Canada Pension Plan and Employment Insurance will be in accordance with applicable legislation.

### 19. OVERTIME

#### 19.01 Definition

- (a) "Overtime" means work performed by a full-time employee in excess or outside of the employee's regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.
- (e) "Double time and one-half" means two and one-half times the straight time rate.

#### 19.02 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:

1. The overtime worked is authorized in advance by the Employer.
  2. The employee does not control the duration of the overtime worked.
- (b) Subject to the provisions of this Agreement, the application of hours of work and the application of overtime rates will be in accordance with provisions set out above.

#### 19.03 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime after:

- (a) Seven hours of work on a regular scheduled work day.
- (b) Or in accordance with the provisions of Article 18.03.
- (c) Overtime shall be paid only after the scheduled daily straight time hours or scheduled weekly straight time hours have been worked.

#### 19.04 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

#### 19.05 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

#### 19.06 Overtime Compensation

Hours calculated as overtime shall be reimbursed in the following manner:

- (a) First two hours over the regularly scheduled work day at time and one-half for each hour worked.
- (b) All other hours beyond the first two overtime hours at double time for each hour worked.
- (c) Double time for all hours worked on a day of rest.
- (d) An employee who works on a designated holiday which is not a scheduled work day shall receive their regular day's pay and shall receive additional compensation at the rate of double time for all hours worked, EXCEPT for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An employee on travel status who is required to travel on Employer business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

19.07 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half hours of overtime before or after, but joined to the employee's scheduled hours of work, shall be provided with a meal or shall be reimbursed the amount of \$17. A meal break of one-half hour with pay shall be given.
- (b) If an employee continues to work overtime beyond the initial three hours, a further meal or allowance and meal break, as above, shall be provided upon completion of an additional four hours thereafter.
- (c) Where any of the meals provided under (a) or (b) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.
- (d) An employee who is Teleworking from a domestic residence under Article 33 and meets the criteria in (a) shall be provided a meal break of one-half hour with pay as per (a) and (b) above. However, the Teleworking employee is not entitled to be provided with a meal or be reimbursed for any amount.

19.08 No Layoff to Compensate for Overtime and Overtime Accumulation

- (a) Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- (b) Employees may elect to accumulate overtime hours equivalent to a maximum of 10 working days in any calendar year in lieu of payment.
- (c) The period in which such time shall be taken off shall be arranged between the employee and the local Assessor or Director.
- (d) Employees who elect to take time off in lieu shall normally be permitted no more than five days off within each of the calendar periods January to June and July to December. The Assessor or Director may, at their discretion, grant greater time off up to the 10 day maximum during either of the periods January to June or July to December.
- (e) The deferred overtime bank shall be utilized in the following way:
  - 1. Once the maximum of 10 days deferred time off in lieu of overtime has been reached, the accumulation shall cease and the employee will be reimbursed for future overtime in accordance with Article 19.06.
  - 2. When as a result of taking accumulated time off, the total in the employee's bank falls below 10 days, the employee may again accumulate up to the 10 day maximum.
  - 3. An employee's overtime bank may be replenished or accumulated in any calendar year by no more than 10 days in accordance with (b) above.
- (f) Time off in lieu of overtime shall be accumulated in accordance with the premium amount. For each hour worked at time and one-half, one and one-half hours shall be accumulated. For each hour worked at double time, two hours shall be accumulated.



19.09 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, EXCEPT when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

19.10 Overtime for Less Than Full-Time Employees

Employees working less than the normal hours per day of a full-time employee and who are required to work longer than their regular working day shall be paid at the rate of straight time for the hours worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

19.11 Call-Out Provisions

A regular employee who is called back to work outside the employee's regular working hours shall be compensated for a minimum of three hours at overtime rates. The employee shall be compensated from the time they leave their home to report for duty until the time the employee arrives back upon proceeding directly to and from work.

19.12 Rest Interval

An employee required to work overtime beyond the employee's regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of the employee's next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the regular shift.

19.13 Taxi Transportation

The Employer shall reimburse the employee for the costs of receipted taxi transportation from the work location to the normal place of residence, PROVIDING that the employee completed work between the hours of 10:00 p.m. and 6:00 a.m., AND PROVIDING that the work was not from a regular shift. The maximum reimbursement shall not exceed \$25.00.

19.14 Standby Compensation

- (a) When an employee is scheduled to be immediately available for standby during a period in which the employee is not on regular duty, they shall be paid the amount of one hour straight time pay for each eight hour period or less standing by.
- (b) An employee scheduled for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted and to report for duty when required.

**20. SHIFT WORK**

20.01 Shift Differential

A shift differential of \$0.85 per hour effective July 1, 1994 shall be paid for all straight time hours scheduled between 5:00 p.m. and 8:00 a.m. This excludes those employees whose agreed to work schedules as noted in Article 18.03 above overlaps into this time period.

20.02 Exclusion of Shift Differential

At no time shall shift differential be included with the employee's regular rate of pay for purposes of computing overtime payments, other premium payments or any employee benefits.

**21. PAID HOLIDAYS**

21.01 Paid Holidays

(a) The following have been designated paid holidays:

New Year's Day	Canada Day
Labour Day	British Columbia Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal or Provincial Governments shall also be a paid holiday.

(b) In order for a temporary employee to qualify for paid holidays as listed in Section (a) above, the employee shall have worked for at least 15 days during the 30 calendar days immediately preceding the paid holiday and must have completed at least 30 days of employment.

21.02 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

21.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this Clause:

- (a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest.
- (b) Work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

21.04 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; EXCEPT for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

21.05 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

21.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

**22. ANNUAL VACATIONS**

22.01 Definitions

(a) Vacation Year

For the purposes of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

(b) First Vacation Year

The first vacation year is the calendar year in which the employee's first anniversary falls.

22.02 Annual Vacation Entitlement

(a) An employee who has earned at least ten days at straight time rates for each calendar month shall have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Work Days</b>	<b>Hours</b>
First to third	15	105
Fourth	16	112
Fifth	19	133
Sixth to Seventh	20	140
Eighth	22	154
Ninth	23	161
Tenth	24	168
Eleventh	25	175
Twelfth	26	182
Thirteenth to Fifteenth	27	189
Sixteenth to Eighteenth	28	196
Nineteenth	29	203
Twentieth to Twenty-first	32	224
Twenty-second to Twenty-fourth	34	238
Twenty-fifth and thereafter	35	245

- (b) Employees engaged on a less than full time basis shall be entitled to annual vacation entitlement on a pro-rata basis.

**22.03 Not Applicable**

**22.04 Vacation Entitlement for Partial Years**

- (a) During the first partial year of service a new employee shall earn vacation days at the rate of one and one-quarter days (8.75 hours) for each month for which the employee has earned 10 days or more pay.
- (b) Any unused vacation entitlement earned during the first partial year of employment shall be carried over to the next calendar year, unless the employee requests that the unused earned vacation is paid out. Employee's requesting that their unused earned vacation be paid out must make their request to Payroll by November 15.
- (c) During the first and subsequent vacation years, an employee shall earn one-twelfth of the annual entitlement for each month in which the employee has received at least ten days pay at straight time rates. Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31st of that year, or on termination.
- (d) During the first six months of continuous employment, an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

**22.05 Scheduled Vacations**

- (a) Every consideration shall be made to accommodate an employee's first choice for a vacation period with due consideration for the requirements of efficient operation.
- (b) The scheduling and taking of vacations shall be on a calendar year basis.
- (c) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, an employee commences earning additional vacation days in the fourth vacation year and each succeeding vacation year in accordance with Article 22.02.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, EXCEPT by mutual agreement between the Employer and the employee.
- (e) When an employee changes their approved vacation period at the request of the Employer and in so doing is required to forfeit travel or accommodation deposits, the employee shall be reimbursed by the Employer for the full amount on presentation of proper receipts.
- (f) Vacation leave shall not be scheduled for periods of less than 15 minutes.

**22.06 Not Applicable**

**22.07 Approved Leave of Absence with Pay During Vacations**

When an employee is qualified for approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

22.08 Call-Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, EXCEPT by mutual agreement.

22.09 Vacation Carry-Over

- (a) An employee shall be permitted to defer up to five vacation weeks (175 hours) to be taken during the succeeding year provided that the employee first takes no less than two weeks (70 hours) in each vacation year.
- (b) As of December 31 of each vacation year, any earned but unused vacation which exceeds the maximum permitted carry-over will be frozen and paid out to the employee during February of the following vacation year.
- (c) Provided that the employee has met the requirement outlined in paragraph (a), once per calendar year, an employee may request a cash pay-out of a minimum 7 hours and up to maximum 70 hours of earned but unused vacation. Requests must be received by Payroll by November 15th and the pay-out will be included on the first pay cheque of December.

22.10 Vacation Entitlement Calculations

Vacation entitlement shall be calculated on the basis of the aggregate of the years continuously served:

- (a) In the employ of the last employer immediately prior to the employee being designated in accordance with the provisions of the *Assessment Authority of British Columbia Act*, and
- (b) In the employ of the Authority.

**22.11 Not Applicable**

**22A. RETIREMENT ALLOWANCES**

In consideration of long service, an employee who retires under the terms of the *Public Sector Pension Plans Act*, shall receive as a retiring allowance the following sums:

- (a) one and one-half days (10.5 hours) pay at the employee's then current rate of pay for each year of service as defined in Article 22.10. Beginning in the 25th year, retirement allowance is calculated as follows:

<b>Year</b>	
25	38 days (266 hours)
26	40 days (280 hours)
27	42 days (294 hours)
28	45 days (315 hours)
29	47 days (329 hours)
30	50 days (350 hours)
31	52 days (364 hours)
32	53 days (371 hours)
33	55 days (385 hours)
34	56 days (392 hours)
35	57 days (399 hours)

This retirement allowance shall not be payable if severance pay is payable pursuant to Articles 17, 30 or 31.02; and

- (b) where an employee is entitled to take vacation in a year, but retires as described herein, then on retirement, a further retirement allowance shall be paid the employee based on the following formula:

$$(X-Y) \times S$$

where

X = the number of days of annual vacation entitlement, as calculated by article 22.02, assuming service throughout the year, and

Y = the number of days of vacation entitlement earned to the date of retirement, as calculated by article 22.04, and

S = the per diem salary entitlement of the employee immediately prior to retirement.

This provision shall not apply to an employee who retires while on long term disability insurance (excluding those employees on the rehabilitation portion of the program who remained at work) or who receives a disability pension (excepting those employees who remain at work with the Authority).

- (c) The employee shall make every reasonable effort to provide written notice to the Employer of their intent to retire at least 60 days in advance of their retirement date, meaning the expected last day of active employment. The notice may be changed or rescinded by the employee during the notice period; however, it is irrevocable after the retirement date.

## **23. SICK LEAVE AND LONG TERM DISABILITY**

### **23.01 Short Term Illness or Injury**

- (a) For absences due to any single illness the Employer agrees to pay:
  - (i) 100% of income for the first 60 working days.
  - (ii) 75% of base pay for the subsequent 60 working days.
- (b) Notwithstanding the foregoing, any absence due to illness or injury in excess of five consecutive working days must be supported by a written statement from a licensed medical practitioner. Failure to provide a written statement from a licensed medical practitioner shall be cause for disallowance of sick leave pay for the full period. When the Employer perceives an abuse or misuse of sick leave by an employee, a written statement from a licensed medical practitioner may be required at the discretion of the Employer and where an employee has been advised prior to their return to work that medical evidence will be required, and fails to provide acceptable medical evidence, it shall be cause for disallowance for sick leave pay.
- (c) Coverage for permanent employees will commence immediately upon employment and for temporary employees on the day after the fourth month of continuous service. Temporary employees with greater than one month of service but less than four months shall be eligible for up to 14 hours of paid sick leave. Coverage for all employees will terminate immediately upon cessation of employment, including layoff pursuant to Article 17.

- (d) With the exception of the written medical statements referenced above, where the Employer requires an additional medical assessment from the employee's physician, which may include a further assessment of the employee's employment limitations or capabilities, the employee will be reimbursed for 50% of the cost of the medical assessment, up to the current limits of the BC Medical Association fee guide, upon production of receipts.

#### 23.02 Long Term Disability

- (a) The Employer will provide a long term disability plan to its employees and will contribute 100% of the monthly cost of the Long Term Disability Plan (salary continuation insurance).
- (b) After the 120 working days in Article 23.01 (the short-term illness qualifying period) and upon application and acceptance by the carrier, an eligible employee who continues to be unable to work due to the same illness or injury will be paid 75% of their base pay that was in effect at the beginning of the 120 working days.
- (c) Coverage for permanent employees will commence on the first day of the month following the sixth month of continuous employment and for temporary employees on the first day of the month following the ninth month of continuous employment. Coverage for all employees will terminate immediately upon cessation of employment or at the end of the month in which the employee reaches age 65, whichever comes first. However, if an employee is on long term disability prior to layoff or leave the benefits will continue under the terms and conditions of the benefits carrier.
- (d) During periods of approved long term disability, the employee accrues pensionable and contributory service in the Public Service Pension Plan, but no salary contributions are made.
- (e) In all cases where contracts exist between the Employer and a benefits carrier (insurance companies, etc.) and the term or conditions of those contracts conflict with any clause or terms of this Agreement, the contract terms with the benefits carrier shall have precedence.
- (f) When an employee is approved to work at BC Assessment while on long term disability, the benefits outlined in Article 28 shall be extended beyond the coverage period of 2 years, for all hours actually worked.

#### 23.03 Integration With Other Disability Income

- (a) Notwithstanding Articles 23.01 and 23.02 above, the amount payable by the Employer may be reduced when any amount is payable under the *Workers' Compensation Act* or the Canada Pension Plan.
- (b) Notwithstanding paragraph (a), the Employer has the right to recover from an employee benefits paid under the plan for loss of income for which the employee has been indemnified by a no-fault auto insurance plan.

## **24. LEAVE OF ABSENCE**

### **24.01 Special Leave**

- (a) An employee is entitled to one day (7 hours) of special leave per calendar year to attend to personal matters that may arise. The employee will endeavour to provide reasonable notice.
- (b) Special leave shall not be scheduled for periods of less than half a day (3.5 hours). An employee may accumulate special leave up to a maximum of three days (21 hours).
- (c) In the case of illness of a dependent child of an employee, and when no one in the employee's home other than the employee can provide for the needs of the ill child, the employee shall be granted one day leave with pay to arrange for the care of the ill child. The employer may request medical evidence from a licensed medical practitioner to support the reason for the leave when it appears that a pattern of consistent absence is developing.
- (d) In the case of serious illness or hospitalization of the spouse or parent of the employee, when no one other than the employee can provide for the needs of the spouse or parent, the employee may request leave for up to two days (14 hours) leave with pay per calendar year. Effective January 1, 2021, in the case of hospitalization of a dependent child, where the employee is required to provide direction to the child's medical caregivers, the employee may request up to two days (14 hours) leave with pay per calendar year.
- (e) In areas where adequate medical and dental facilities are not available, an employee may request leave with pay for up to a maximum of four days (28 hours) per calendar year for travel treatment to the nearest appropriate medical facility. The employer may request medical evidence to support the reason for the leave.

### **24.02 General Leave**

- (a) General leave of absence without pay may be granted by the Employer if requested in writing by an employee stating the reasons for such leave, and this request shall be presented to the Employer not less than 45 working days prior to the commencement date of the leave. However, subject to the approval of the Employer, the advance written notice of 45 working days may be reduced when the leave requested is of an emergency nature. The reply by the Employer shall be in writing within five working days.
- (b) General leave, other than of an emergency nature, shall not be granted more frequently than once a year.
- (c) In order to be considered for general leave an employee must have been employed for no less than two years.
- (d) In considering requests for general leave, due consideration shall be given to such matters as expected work requirements and conditions at the time of leave, employee seniority and the number of employees away at that time. Approval shall not be unreasonably withheld.
- (e) Where two or more applicants request the same time frame, the most senior applicant shall be accorded the first preference.



- (f) Where an applicant for general leave has an accumulation of earned leave such as vacation and overtime accumulation, the earned leave accumulation shall form the first portion of the time off. An employee granted leave of an emergency nature shall not have to use current year earned vacation accumulation entitlement.
- (g) An employee on general leave may not accept employment with another employer during this period, however, the Employer reserves the right to grant permission for such employment where the employee can show extenuating circumstances. In addition, pursuant to 24.02 (a), an employee using general leave for emergency purposes for other than the reasons it was granted shall be cause for dismissal. An employee whose request is granted based on a misrepresentation of its purpose may be subject to discipline and dismissal.
- (h) The premium costs of all applicable fringe benefits during general leave shall be borne by the employee.
- (i) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.

### **24.03 Not Applicable**

#### **24.04 Paid Jury or Court Witness Duty Leave**

When leave from work is required, the Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

The foregoing does not apply to any court action involving an employee's private affairs. In such cases, where an employee is required to make a court appearance such leave to attend at court will be without pay.

#### **24.05 Bereavement Leave**

- (a) In the event of the death of a member of an employee's immediate family, the employee shall be allowed leave with pay for a period of up to three consecutive work days (21 hours). In addition, the employee may be granted up to two days (14 hours) for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest. For purposes of this Agreement, "immediate family" shall be defined as the employee's parent, spouse (including common-law), child, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, step-parent, step-child and any other relative permanently residing in the employee's household or with whom the employee permanently resided. Dependent on specific individual circumstances, the Employer may extend the above time limits.
- (b) In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be entitled to special leave of one day (7 hours) for the purpose of attending the funeral.
- (c) Where circumstances are such that a ceremonial occasion attended by the employee does not occur within the bereavement leave period outlined in

paragraph (a), the balance of the bereavement leave, if any, may be taken at the time of the ceremonial occasion.

#### 24.06 Time Off for Union Business

(a) Without Pay

Time off without pay shall be granted to an elected or appointed representative of the Union to attend conventions of the Union, conventions or bodies to which the Union is affiliated, the education date immediately preceding the Union's Annual General Meeting and for such other purposes as may be agreed to by the Employer:

1. Wherever possible that written request for such time off is submitted at least two weeks in advance.
2. With the exception of the Union's Annual General Meeting where more than one employee from one department, area office or sub-office is required for such time off, the additional employee(s) shall be granted time off where there will not be a serious effect upon the efficiency of the department. Refusal of such an application for leave shall be in writing within three working days of the application being submitted.

(b) With Pay

1. Time off with pay shall be granted to members of the negotiating committee, not to exceed four in number, for the time spent meeting with representatives of the Employer during the negotiation of a collective agreement. It is understood that individuals requiring such time off shall submit a request in writing no less than one week in advance whenever possible. The request shall include advice on the probable duration of the time off.
2. Time off with pay shall be granted to area representatives and/or Union Regional Directors to perform their duties in their particular area pursuant to Articles 12 and 13.

- (c) It is understood that employees granted time off pursuant to this Article shall receive their current rate of pay. Time off shall include sufficient travel time.
- (d) In the case of employees granted time off without pay, the Union shall reimburse the Employer for the appropriate salary costs incurred.

#### **24.07 Not Applicable**

#### 24.08 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer shall grant, on written request, leave of absence without pay:
1. For employees to seek election in a Municipal, Provincial or Federal election for a maximum period of 60 days.
  2. For employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a minimum period of 3 months up to two years. This period may be extended upon mutual agreement.

3. For employees elected to a full-time public office for a maximum period of five years.
- (b) An employee granted leave under this Article shall retain seniority but not accumulate additional seniority during the period of leave.
- (c) An employee who wishes to maintain coverage for medical, extended health, dental and group life insurance may pay the full premiums to the Employer prior to leave or on a monthly basis for up to one year. Failure to pay premiums shall result in forfeiture of coverage.

24.09 Emergency Service Leave

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

**25. PAYMENT OF WAGES AND ALLOWANCES**

25.01 Pay Days

- (a) It is agreed that all employees shall be paid every second Friday in accordance with "Schedule A".
- (b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with the capability of accepting direct deposit is not available.

**25.02 Not Applicable**

25.03 Increments

The following procedure will be observed in applying increments as set forth under Schedule "A" of this Agreement:

- (a) A newly hired employee shall progress from first increment to second increment effective the date the employee fully completes 12 months in the classification from the date of hire.

The employee shall be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

- (b) An employee who has been promoted to a different classification shall be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

An employee who has transferred to a different position with the same maximum salary shall retain their current increment date and be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

- (c) Notwithstanding paragraph (b), upon promotion, where an employee who is fully qualified for the classification, has been temporarily assigned (16.06 or 16.07) in

the same classification as the one to which their has been promoted, the employee shall accrue that time towards an increment provided that the temporary assignment occurred in the 12 months immediately prior to the promotion and was for a minimum of eight weeks.

- (d) Notwithstanding paragraph (a), should a newly hired employee (“New Hire”) be assigned a rate above Step 1 of the salary range for their classification, any existing employees at the same work location and in the same classification who have successfully completed probation and who are being paid below that Step, will be raised to that Step. This includes existing employees who are temporarily assigned in the classification on the start date of the New Hire, and who remain in the classification continuously, and who are subsequently promoted into the classification within 12 months of the start date of the New Hire. Those existing employees who successfully complete probation will have their pay rate retroactively raised effective as of the first day of probation.

#### 25.04 Pay for Senior Capacity

- (a) When an employee covered by this Agreement is requested or appointed to accept the responsibilities and carry out the duties incident to a position which is senior to the position which they normally holds in accordance with Article 16.06 or 16.07 the employee shall be paid at the minimum rate of the new salary range or the rate which is the closest step to 8% above the employees current salary rate, whichever is greater, but not more than the top of the new salary range. Appointments of employees to a level of higher responsibility must be authorized in writing.
- (b) Effective May 13, 2019, an exception to (a) above is when a designated Appraiser II (as per LOU #25 – Appraisal Accreditation/Designation) is temporarily promoted to the Senior Appraiser classification. When this occurs, the salary rate used to calculate their placement will be the employee’s current salary rate plus the add-to-pay. For clarity, the designated Appraiser II will be temporarily placed at the salary rate which is the closest step to 8% above the employee’s current salary rate or the minimum salary of the Senior Appraiser classification, whichever is the greater.

#### 25.05 Promotion or Reclassification Pay Increases

Upon the promotion or reclassification of an employee to a position in a class with a higher maximum salary assignment than that assigned to the employee's former class, the employee's salary shall be:

- (a) That salary rate which is the closest step to 8% above the employee's current salary rate or the minimum salary of the new class, whichever is the greater.
- (b) Under no circumstance will the new salary rate exceed the maximum of the new class.
- (c) Effective May 13, 2019, an exception to (a) above is when a designated Appraiser II (as per LOU #25 – Appraisal Accreditation/Designation) is promoted to the Senior Appraiser classification. When this occurs, the salary rate used to calculate their placement will be the employee’s current salary rate plus the add-to-pay. For clarity, the designated Appraiser II will be placed at the salary rate which is the closest step to 8% above the employee’s current salary rate or the minimum salary of the Senior Appraiser classification, whichever is the greater.

25.06 Transportation Reimbursement

(a) Employees required to travel for business purposes on behalf of the Employer shall be:

1. Reimbursed for the costs of such transportation when the facilities of a licensed carrier are used.
2. Provided by the Employer with a motor vehicle or other suitable transportation facility.

In all cases of travel requirements, the mode of transportation shall be determined by the Employer.

(b) By mutual agreement between the Employer and the employee, the employee may agree to provide their personal vehicle for transportation requirements under Section 2 of Clause (a) above. The reimbursement to the employee shall be in accordance with Article 25.09 for vehicles designated as "casual use vehicles".

25.07 Safety Footwear Allowance

Where an employee is regularly required to conduct inspections in construction, industrial or other sites where they are required to wear safety footwear by the Employer, WorkSafeBC Regulations, or by local Site Regulations, they will be entitled to be reimbursed \$180.00 once every three years, upon production of a receipt. The safety footwear must be CSA approved and suitable for the conditions in which they are worn.

25.08 Not Applicable

25.09 Transportation Reimbursement for "Casual Use Vehicles"

For "casual use vehicles" driven on behalf of the Employer, the reimbursement rate shall be:

Date	Rate per kilometer
January 1, 2019	\$0.55
January 1, 2020	\$0.56
January 1, 2021	\$0.57

25.10 Special Location Travel Allowance

(a) A special location travel allowance shall be paid to each eligible employee in specified assessment areas as follows:

- Terrace - 14 points x \$4.80 = \$67.20 per month
- Dawson Creek - 11 points x \$4.80 = \$52.80 per month

(b) An employee who is assigned to an area covered by this allowance for a period of more than one month shall receive such allowance PROVIDED the employee is not on travel status.

25.11 Payment upon Death of an Employee

Where an employee, except a temporary employee, dies while employed with the BC Assessment Authority, the Employer shall pay the current month salary plus one month salary. This payment shall be made to the dependants or beneficiary as determined by the employee on the appropriate form kept on file by the Employer. The Employer shall remind the employees on an annual basis of the need to complete a change of beneficiary form if there has been a change in beneficiary.

25.12 Salary Protection and Reclassification

An employee's base salary will not be reduced as a result of a reclassification. Employees receiving a salary which is over-range shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

*Note: Employees whose salary was protected prior to December 5, 2014 will continue to be covered under the existing language and will receive one-half of all negotiated salary increases.*

25.13 Relocation

(a) Promotions

An employee who moves from one community to another as a result of winning a promotion through the "selection competition process" or moves at the Employer's request shall be entitled to transfer expenses as outlined in the Transfer Regulations of the Employer (Schedules "D" 1 and "D" 2). The Employer agrees not to change the Transfer Regulations (Schedules "D" 1 and "D" 2) EXCEPT by mutual agreement between the Employer and the Union.

(b) An employee who moves from one geographic area to another as a result of winning a position in the same classification through the "selection competition process" shall be entitled to transfer expenses as outlined in the Transfer Regulations (Schedule "D"1).

The transfer involves relocation from one geographic area to another as defined as follows:

- Uptown and Victoria
- Vancouver and Surrey
- Other Assessment Areas as individual geographic areas

(c) Subsequent to a transfer, if the employee resigns from employment with BC Assessment prior to completing 24 months of employment, the employee must repay the amount of transfer assistance received under Schedules D1 and D2, on a pro rata basis.

25.14 Meal Allowance

(a) A meal allowance while on travel status shall be accorded as follows:

<b>Meal</b>	<b>January 1, 2019</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>
Breakfast	\$13.00	\$13.30	\$13.50
Lunch	\$18.35	\$18.75	\$19.10
Dinner	\$30.85	\$31.50	\$32.10

- (b) If no receipt for lodging is provided while on travel status, \$30.00 (\$55.00 effective January 1, 2021) may be claimed for each overnight stay away from home.
- (c) Employees who travel by ferry shall be reimbursed (in accordance with the scale in Sub-section (a) above) for meals required while so travelling.

#### 25.15 First Aid Allowance

- (a) 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 will be borne by the Employer, and leave to take the necessary courses will be granted with pay.
- (b) Employees required to possess a Level 2 Occupational First Aid Certificate and who are designated by the Employer to act as the First Aid Attendant in addition to their normal job responsibilities will receive an allowance of \$100.00 per month. The allowance will be prorated for part-time employees and for partial months of designation.

#### 25.16 Reimbursement of Professional Membership Dues

- (a) Where a permanent employee is required, through their job description, to hold and maintain a membership in a body or organization which grants professional designations, the employee will be reimbursed for the professional membership dues in accordance with this clause.
- (b) To be eligible for reimbursement, an employee must be actively employed during the period covered by the membership in the professional body. For the situations outlined below, reimbursement will be as follows:
  - 1. An employee who is on paid absence prior to retirement will not be reimbursed for dues which are payable after the commencement of that paid absence.
  - 2. An employee who is in receipt of Long Term Disability benefits will be entitled to claim membership dues reimbursement which are payable only during the first two years of disability. If the employee subsequently returns to work, membership dues will be reimbursed on a prorated basis for that part of the membership period which occurs after their return to work.
- (c) Professional membership dues do not include application fees, administrative fees, candidate or student fees, or liability insurance.
- (d) Only one membership will be reimbursed per employee per calendar year even though an employee may be a member of more than one professional body.
- (e) Where the program requires an employee to be a student member of the professional body prior to completing their education and achieving their designation, employees will be reimbursed for their previous two years of student membership fees upon completion of the program and achieving designation. Only one such reimbursement will be made.

- (f) For appraisal employees, the professional designations considered eligible for reimbursement are:

1. AACI designation

2. RI(BC) designation and

- a. Completion of the Urban Land Economics Diploma (Appraisal Specialization or Assessment Specialization); or
- b. Post Graduate Certificate in Real Property Valuation (PGCV); or
- c. Bachelor of Business in Real Estate.

3. IAAO designation

- a. Certified Assessment Evaluator (CAE).

4. RICS designation

- a. Fellow Royal Institute of Chartered Surveyors, or
- b. Member Royal Institute of Chartered Surveyors.

Consistent with BC Assessment's promotion of professional accreditation within the appraisal classification, these professional designations will be reimbursed for all appraisal positions although not all appraisal positions require designation.

- (g) Upon production of receipts, professional membership dues will be reimbursed for the calendar year in which the expense is incurred. Receipts must be submitted by December 31 of the calendar year for payment of that year's dues to be eligible.

## **26. MATERNITY AND PARENTAL LEAVE**

### **26.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee will notify the Employer in writing at least 10 weeks prior to the expected birth date of the child, and give the Employer at least 4 weeks notice in writing of their proposed date to commence maternity leave.
- (c) The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but will commence no later than six weeks prior to the expected birth date of the child. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

### **26.02 Parental Leave**

- (a) Upon written request an employee will be entitled to parental leave of up to 63 consecutive weeks without pay. Subject to mutual agreement, the period of parental leave without pay may be split into two periods. Any one period must be a minimum of one work week (Monday to Friday).
- (b) Where both parents are employees of BC Assessment Authority, they shall each qualify for up to 63 weeks of parental leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.



- (d) Leave taken under this clause will commence:
1. In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Article 26.01;
  2. In the case of the other parent and/or either adoptive parent, immediately following the birth or placement of the adoptive child.
  3. The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement; however, the leave must begin within the 78 week period after the date of birth or placement of the adoptive child. Such agreement will not be unreasonably withheld.
- (e) An employee's combined entitlement to leave pursuant to 26.01 and 26.02 is limited to 78 weeks.

Such leave request(s) must be supported by appropriate documentation.

### **26.03 Not Applicable**

#### **26.04 Benefit Waiting Period Allowance**

- (a) An employee, who qualifies for and takes leave pursuant to Article 26.01 or 26.02 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, will be paid a leave allowance equivalent to one week at 85% of the employee's base pay.
- (b) An employee who qualifies for and takes leave pursuant to 26.01 or 26.02 shall be paid a leave allowance equivalent to one week at 85% of the employee's base pay for the last week of their leave.

#### **26.05 Maternity Leave Allowance**

- (a) An employee, who qualifies for maternity leave pursuant to Article 26.01, will be paid a maternity leave allowance. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive 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) Following the benefit waiting period allowance in Article 26.04 (if paid), the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's base pay.

#### **26.06 Parental Leave Allowance**

- (a) An employee, who qualifies for parental leave pursuant to Article 26.02, will be paid a parental leave allowance. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive 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) The parental leave allowance will consist of a maximum of 35 weekly payments, exclusive of the leave allowance in Articles 26.04 and 26.05, equivalent to the

difference between the employment insurance gross benefits payable under the standard parental benefits option, and any other earnings received by the employee and 75% of the employee's basic base pay. Where both parents are employees of BC Assessment Authority, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them and the allowance in 26.04 (b) shall be paid to one employee only.

#### 26.07 Benefits Continuation

- (a) For leaves taken pursuant to Articles 26.01 and 26.02, the Employer will maintain coverage for medical, extended health, dental, group life and long term disability, and will pay the Employer's share of these premiums for a maximum period of 52 weeks.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 26.08 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.

#### 26.08 Deemed Resignation

An employee will be deemed to have resigned on the date upon which leave pursuant to Articles 26.01 and 26.02 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to this Article or if they do not return to work after having given such advice.

#### 26.09 Entitlements upon Return to Work

- (a) An employee who returns to work after the expiration of maternity or parental leaves will retain the seniority the employee had accumulated prior to commencing the leave and will be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity or parental leaves, an employee will be placed in the employee's former position or in a position of equal rank and base pay.

#### 26.10 Maternity and/or Parental Leave Allowance Repayment

- (a) To be entitled to the maternity, parental and/or benefit waiting period leave allowances pursuant to Articles 26.04, 26.05 and/or 26.06, 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 months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should an employee request to return to work with bi-weekly hours less than worked prior to these leaves, the period of time required to remain employed will be extended to adjust for this change. Approval of the request is subject to Article 18.04 if applicable.
- (c) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) or (b) above, the employee will reimburse the Employer for the maternity, parental and benefit waiting period allowance received under Articles 26.04, 26.05 and/or 26.06 above on a pro-rata basis.

26.11 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Articles 26.04, 26.05 and/or 26.06 will 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.

**27. JOB EVALUATION**

27.01 Job Evaluation Plan

- (a) The Employer and the Union are agreed on the principle of a joint job evaluation plan which serves the objectives of pay equity, provides gender neutral job evaluation factors which distinguish between levels of responsibility and allows for external pay comparison.
- (b) The BC Assessment Job Evaluation Plan (BCA-JEP) will be used to evaluate all positions in the bargaining unit and to determine their appropriate factor ratings. Changes to the BCA-JEP may be initiated by either the Employer or the Union and will be made by mutual agreement.
- (c) The Employer agrees to supply the Union with a copy of the job evaluation plan, including factors and agreed-upon ratings for those positions in the bargaining unit.

27.02 Job Evaluation Committee

- (a) The parties agree to form a joint Job Evaluation Committee (JEC) made up of four representatives of the Employer and four representatives of the Union. Upon request, the union may nominate one alternate member to participate in job evaluation training.
- (b) The purpose of the JEC will be to:
  - 1. review the job evaluation rating of all positions in accordance with the process established in Article 27.03;
  - 2. formulate any necessary changes to the BCA-JEP and, if required, make recommendations to the Employer and the Union for approval.

27.03 New Positions and Changes to Positions

- (a) When a new position is established, or where the duties of an existing position are substantively changed, the Employer will provide the Union with a copy of the appropriate job description and an evaluation rationale for the position.
- (b) The Job Evaluation Committee will meet to review the Employer's evaluation rationale, including reference to supporting positions in the BCA-JEP, and will attempt to agree upon the appropriate rating for the position.
- (c) If the JEC agrees that it is unable to reach consensus on the rating of the position, the Union may submit the matter to arbitration under Article 13 within 14 days after the meeting of the JEC. As part of that submission, the Union will provide the Employer with a written evaluation rationale identifying the factors in disagreement, including reference to supporting BCA positions.

- (d) The effective date of any change in job evaluation resulting from the operation of this clause will be the date the Employer provided the Union with the job description and evaluation rationale in (a) above.

## **28. EMPLOYEE BENEFITS**

### **28.01 Group Life Insurance**

- (a) The parties to this Agreement mutually agree that all employees of the Employer shall participate in a group life insurance plan which shall include accidental death and dismemberment and which will give effect, on the death of the employee, a beneficiary's award of twice the employee's current annual salary. Adjustments shall be increased upward to the nearest thousand.
- (b) The premiums payable shall be borne by the Employer and all dividends from the plan shall accrue to the benefit of the plan.
- (c) Coverage for permanent employees will commence on the first day of the month immediately following one month of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases or at the end of the month in which the employee reaches age 69, whichever comes first.
- (d) If an eligible permanent employee is laid off pursuant to Article 17, group life insurance coverage will continue for a period of six months after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (e) If an eligible employee is in receipt of short-term illness benefits under Article 23, then group life insurance coverage will continue for the entire period of the short-term plan.
- (f) If an eligible employee is in receipt of long-term disability benefits under Article 23, then group life insurance coverage will continue during the LTD period or until the end of the month in which the employee reaches age 65, whichever comes first.

### **28.02 Basic Medical Plan**

- (a) Employees shall be entitled to apply for enrolment in the Medical Services Plan. The Employer will contribute 100% of the premiums of this plan.
- (b) Coverage for all employees will commence on the first day of the month immediately following one month of continuous employment, or on the first day of the month immediately following the date of application, whichever is later. Coverage for all employees will terminate at the end of the month in which employment ceases.
- (c) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of six months after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.

- (d) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

#### 28.03 Extended Health Care Plan

- (a) The Employer will provide an Extended Health Care Plan and will contribute 100% of the premiums of this plan.
- (b) Coverage for permanent employees will commence on the first day of the month immediately following six months of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases.
- (c) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of 30 days after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (d) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

#### 28.04 Dental Plan

- (a) The Employer shall provide a plan as follows:
- Dental Plan "A" - 90% cost coverage  
White fillings on all teeth (replacement of current silver fillings restricted to evidence of cavities or breakdown)
  - Dental Plan "B" - 70% cost coverage
  - Dental Plan "C" - 55% cost coverage, with a lifetime maximum of \$5,000.00 per patient. Effective January 1, 2020 cost coverage increases to 75% and the lifetime maximum remains at \$5,000 per patient.
- (b) The Employer shall contribute 100% of the premiums for Plans "A", "B" and "C".
- (c) Coverage for permanent employees will commence on the first day of the month immediately following six months of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases.
- (d) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of 30 days after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.

- (e) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

28.05 Benefits Carrier Contracts

In all cases where contracts exist between the Employer and a benefits carrier (insurance companies, etc.) and the term or conditions of those contracts conflict with any clause or terms of this Agreement, the contract terms with the benefits carrier shall have precedence.

**29. OCCUPATIONAL HEALTH AND SAFETY**

29.01 Joint Occupational Health and Safety Committee

- (a) Pursuant to Article 9, a Joint Occupational Health and Safety Committee shall be established which shall be composed of two representatives of the Employer and two representatives of the Union. This Committee will meet and make recommendations to the Employer with a copy to the Union on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) A copy of all minutes of the meetings of the Committee shall be sent to the Union and the Employer.

**30. TECHNOLOGICAL CHANGES**

30.01 Notification

The Employer agrees to notify the Union as soon as possible and in any event a minimum of three months in advance of the introduction of technological change which will result in the elimination of any present job classifications. In addition, the Employer will endeavour to inform the Union in advance of other significant technological advances or changes which do not result in the elimination of job classifications.

30.02 Retraining

The Employer agrees to provide up to six months training where it is feasible and practical in order to qualify an employee for alternative employment within BC Assessment Authority where that employee has sufficient seniority to entitle them to continued employment but where technological changes has resulted in the elimination of the employee's particular category.

30.03 Severance Pay

Employees whose categories are eliminated by technological change who are not able to continue as employees or who do not accept retraining, shall receive a separation allowance equal to two weeks per year of service up to a maximum of 26 weeks.

### **31. JOB SECURITY**

#### **31.01 Contracting Out**

- (a) The Employer and the Union share a common desire to afford the best and broadest possible opportunity for job development to employees. To this end, opportunities for development afforded by project or duration work will be offered to employees to the greatest extent possible, recognizing that some measure of re-deployment of the work force may be involved. To the same end, the Employer will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by its employees.
- (b) The Employer agrees that if the need arises to contract out bargaining unit work, and where the contract is valued at \$75,000 or more, they will provide the Union with as much information as possible, and will make every effort to provide it 10 days in advance. In addition, any contract work shall include a stipulation that all pertinent notes be made available to the Employer so that the work can be turned back to the regular employees in subsequent years when sufficient staff are again available.
- (c) The Union agrees that it shall be the responsibility of the employees to bring to the attention of the Employer's representative responsible for such project or duration of work the expertise available to meet the needs of such work and further to propose reasonable alternatives for deployment of the work force where such is necessary.
- (d) The Employer will provide the Union with a list of contractors, the work they are contracted to perform and the value of the contract on a quarterly basis.

#### **31.02 Relocation of Offices - Guidelines**

It is understood that there may be circumstances where it is necessary to relocate an office which results in 19.3 or more additional kilometres of travel from home to work for an employee to their new office location with little or no change in the overall work load and staff complement. Where such relocation is made, the following is agreed to:

- (a) The Employer shall notify the Union as soon as possible and in any event a minimum of six months in advance of the specific date of the relocation of any office.
- (b) The Employer agrees to relocate disrupted employees of such an office. In any event, relocation expenses shall be paid as outlined in Schedules "D" 1 and "D" 2.
- (c) The Employer agrees to waive the two year waiting period on voluntary transfer when the employee relocates.
- (d) An employee who chooses not to relocate shall receive a separation allowance equal to two weeks per year of service up to a maximum of 20 weeks.
- (e) The Union and the Employer shall meet to resolve any specific problems which may arise as a result of an office relocation.
- (f) The employee may request to relocate to an alternative office location and, subject to operational requirements, the employer may approve such a request.

### **32. UNION LABEL**

#### **32.01 CUPE Union Label**

- (a) In order that the general public shall be aware of the benefits of a unionized public service, the CUPE union label shall be displayed as prominently as possible throughout the service.
- (b) All uniforms supplied by the Employer and buildings of the Employer shall bear the union label.

### **33. TELEWORK**

#### **33.01 Telework**

- (a) Participation in any telework arrangement shall be by mutual agreement between the employee and the Employer.
- (b) The teleworkplace shall be within the province of British Columbia, except by mutual agreement between the Parties.
- (c) Permanent employees who have completed their probation period are eligible to apply to telework.
- (d) Notwithstanding (c), probationary, temporary, and less than full time employees may also be approved for telework.
- (e) A telework arrangement may be terminated by either the employee or the Employer providing 30 days' written notice to the other Party. Upon termination of a telework arrangement, a suitable workspace in the workplace will be made available to the teleworker.
- (f) Telework shall not affect the terms and conditions of employment of any employee and all provisions of the collective agreement, company policies and relevant legislation continue to apply to an employee who teleworks.
- (g) All telework arrangements will be recorded in an agreement signed by the employee and excluded manager prior to telework commencing and a copy of the agreement will be provided to the People Division.
- (h) The telework agreement in (g) above will record the work schedule, however, despite the schedule, it is understood that the employee may be required to attend in the workplace for ad hoc meetings or for other reasons.
- (i) The employee will continue to be associated with their workplace for administrative purposes. Travel status will be determined from either the workplace or the teleworkplace. Travel status will not apply to travel between the teleworkplace and the workplace except if the teleworker does not receive 24 hours notice of a change to the planned telework day.
- (j) Teleworkers may be supervised in a different way, however, monitoring and reporting requirements will be substantially the same for teleworkers as for other employees.



- (k) The employee will supply a high speed internet connection and be responsible for any associated costs of the teleworkplace. Where the Employer provides equipment or supplies, they shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.
- (l) The employee is responsible to:
  1. ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
  2. ensure that the teleworkplace is adequately equipped and maintained. The employee agrees to allow reasonable access during telework hours for an inspection by the Employer representatives as required;
  3. ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;
  4. take all reasonable measures to protect the security and confidentiality of all Employer data and information;
  5. ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies; and
  6. ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.
- (m) The Employer will consider each Telework Application and shall respond within 15 working days with a written acceptance or denial to the employee and provide a rationale for that response. The Union will be provided a quarterly report of all Telework Applications.

### **34. GENERAL CONDITIONS**

#### **34.01 Field Trips**

- (a) When a field assignment away from home exceeds three weeks in duration, a permanent employee will be able to return to their workplace for a weekend at the end of a two week period at the Employer's expense.
- (b) Travel time shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall specify the mode of transportation.

#### **34.02 Posting of the Collective Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer will post a copy of the Agreement on the Employer's Intranet site.

34.03 Alternate Workplace

- (a) The Assessor/Director may approve a request from an employee to work temporarily at an alternate workplace subject to the following conditions:
  - 1. Approval is subject to operational requirements; and
  - 2. The request is made to the Assessor/Director with sufficient lead time to determine if operational requirements will be met and the alternate workplace has sufficient supervision and physical space to support the request; and
  - 3. It is feasible for the employee to perform their normal duties in the alternate workplace for the duration requested; and
  - 4. There is no additional cost to the Employer in approving this request.
- (b) This is not intended to provide for an ongoing permanent change in location.
- (c) The Assessor/Director shall copy the Local Area Representative in the approval or denial of requests.

**35. Not Applicable**

**36. TEMPORARY EMPLOYEES**

36.01 General

- (a) Temporary employees shall not restrict the hiring of regular employees to vacant established permanent positions.
- (b) The Employer will advise the Union of all temporary employees hired and the reason for hiring. The Employer will inform the Union of all vacant permanent positions that have been filled by temporary employees for a period of greater than one year.
- (c) Temporary employees hired to fill a position where the full-time employee is on LTD or maternity leave, where possible, shall be appointed for the approximate known length of time and the Union shall be so advised.
- (d) Effective January 1, 2020, temporary employees who work a minimum of 5,481 hours in 36 months of continuous service, in the same position and same location, will receive an offer of conversion from temporary status to permanent status; and will retain their service seniority.

36.02 Hours of Work

The manager shall determine the work schedule to be worked by temporary employees; however, access to a work schedule, other than the normal hours of work as outlined in 18.01, shall not be unreasonably withheld.

### 36.03 Seniority Accrual

- (a) Where temporary employees are retained without a break in service in the same category and with similar responsibilities, the time acquired as a temporary employee shall be counted for purposes of granting first increments pursuant to Article 25.03.
- (b) Once such an employee becomes permanent then all previous uninterrupted time shall count towards the employee's seniority in accordance with Article 15.01.

### 36.04 Application of Agreement

- (a) The provisions of Article 17, 25.11 and 34.01 do not apply to temporary employees.
- (b) After 12 months of continuous service, temporary employees are eligible for the provisions of Articles 24.01, 24.04, 24.05 and 26. During the first 12 months, temporary employees are entitled to leave without pay for reasons as outlined in Articles 24.01, 24.04 and 24.05.
- (c) For the purposes of establishing continuous service eligibility under Articles 23, 24.01, 24.04, 24.05, 26, 28 and 36.05 a temporary employee who, during the qualification period, utilizes unpaid leaves in accordance with (b) above or unpaid sick leave in accordance with Article 36.05 (a) will neither accrue service nor lose the service already accrued between that date and the end of their current temporary appointment.

### 36.05 Eligibility for Benefits

- (a) Temporary employees with greater than one month of service but less than four months shall be eligible for up to 14 hours of paid sick leave as per Article 23. Temporary employees with four months or more of continuous service shall, in addition, be eligible for paid sick leave as provided for in Article 23. Temporary employees with nine months or more of continuous service shall be entitled to all benefits provided for in this Agreement.
- (b) Temporary employees with less than six continuous months of service shall be eligible for medical plan coverage only.
- (c) The waiting period under Dental and Extended Health shall mean the first of the month immediately following nine months of continuous employment for temporary employees.
- (d) Coverage will cease in accordance with the provisions of Articles 23 and 28.

### 36.06 Vacation

- (a) Temporary employees with less than 12 months of continuous service do not receive vacation leave but will be paid vacation pay at the rate of six percent of their bi-weekly earnings.
- (b) Temporary employees with less than 12 months of continuous service may elect to take a leave of absence without pay of up to 10 working days (70 hours) prior to obtaining 12 months of continuous service.

- (c) The granting and scheduling of any such leave shall be subject to operational requirements.
- (d) Temporary employees who have completed 12 months of continuous service will be eligible for vacation leave as outlined in Article 22.02.

**36.07 Paid Holidays**

In order for a temporary employee to qualify for paid holidays as listed in Article 21.01, the employee shall have worked for at least 15 days during the 30 calendar days immediately preceding the paid holiday and must have completed at least 30 days of employment.

**36.08 Increments**

The provisions of Article 25.03 apply to temporary employees. A temporary employee who is reemployed into the same classification within 12 months of the end of the previous appointment will accrue the previous service for the purposes of eligibility toward the next step in the salary range.

**36.09 Benefits Reference Table: Temporary Employees <sup>3</sup>**

<b>Benefit</b>	<b>Waiting Period</b>	<b>Sick Leave</b>
<i>Medical</i>	1 month	Sick leave and 2 years LTD
<i>Dental and Extended Health</i>	9 months	Sick leave and 2 years LTD
<i>Group Life</i>	9 months	Age 69 <sup>4</sup>
<i>Pension</i>	6 months <sup>5</sup>	60 working days (no contributions during the second 60 day period of STII or LTD)
<i>LTD</i>	9 months	n/a
<i>Annual Vacation</i>	12 months	60 working days (no accumulation during the second 60 day period of STII or LTD)
<i>Sick Leave</i>	1 month	14 hours
	4 months	n/a

**37. GENERAL**

**37.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties so require.

<sup>3</sup> See Articles 22, 23, 28 and 36 for entitlements

<sup>4</sup> Group-Life coverage ceases for employees on LTD at age 65

<sup>5</sup> Employee must earn half of Year Maximum Pensionable Earnings (YMPE) to contribute

**38. TERM OF AGREEMENT**

- 38.01 This Agreement shall be binding and remain in full force and effect from the 1st day of January 2019 to the 31st day of December 2021 and shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.
- 38.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.
- 38.03 Revisions to the collective agreement shall be effective from the date of ratification by both Parties (April 18, 2019) except as otherwise specified in the Memorandum of Agreement dated March 7, 2019.

IN WITNESS WHEREOF, the British Columbia Assessment Authority and the Canadian Union of Public Employees, Local 1767, have caused these Presents to be executed under the hands of their proper Officers, duly authorized in that behalf, as of the day and year first above written.

**On behalf of British Columbia Assessment Authority, SIGNED by:**



Jason Grant, President and Chief Executive Officer



John Madden, Vice President, People



Vanessa Cartwright, Director, People Services

**SIGNED by the President, Secretary Treasurer and Vice President of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1767**



Jared Melvin, President



David Robertson, Secretary Treasurer



Harpinder Sandhu, Vice President

**Schedule A – Schedule of Wages**

BRITISH COLUMBIA ASSESSMENT AUTHORITY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

During the term of the agreement, January 1, 2019 to December 31, 2021, there are negotiated general wage increases (GWI) on the dates outlined below.

Effective January 1, 2019:

- Increase all salary grids by 2.0%

Effective January 1, 2020:

- Increase all salary grids by 2.0%

Effective January 1, 2021:

- Increase all salary grids by 2.0%

List of Positions by Title

<b>Position Title</b>	<b>Grid</b>	<b>Position Title</b>	<b>Grid</b>
Accounting Technician	6	Procurement Technician	6
Administrative Assistant	5	Product Analyst	10
Assessment Administrator	5	Product Support Analyst	7
Appraisal Analyst	10	Programmer Analyst	10
Appraiser I	7	Project Assistant	6
Appraiser II	10	Project Manager	10
Assessment Administration Analyst	8	Property Information Collector	4
Business Analyst	10	Receptionist	4
Business Consultant	12	Research - Legal Assistant	4
Business Research Consultant	9	Senior Appraisal Analyst	13
Business Support Analyst	7	Senior Appraiser	13
Business Support Consultant	7	Senior Business Analyst	13
Communications & Events Coordinator	8	Senior Communications Advisor	11
Communications Assistant	4	Senior Customer Relationship Analyst	12
Continuous Improvement Consultant	10	Senior Database Administrator	13
Data Scientist	13	Senior Data Collector	7
Database Administrator	10	Senior Financial Analyst	11
Financial Analyst	8	Senior GIS Analyst	12
GIS Analyst	9	Senior Information Analyst	12
Information Analyst	9	Senior Product Analyst	13
Lead Business Analyst	12	Senior Program Analyst	11
Lead GIS Analyst	10	Senior Programmer Analyst (Architect)	13
Lead Programmer Analyst	12	Senior Technical Analyst (Architect)	13
Lead Technical Analyst	11	Supervisor, Administrative Services	10
Lead Web Content Management Analyst	10	Team Leader, Administrative Services	7
Petroleum Appraiser I	7	Technical Analyst	9
Petroleum Appraiser II	10	Technical Support Analyst	7
Procurement Analyst	8	Website Administrator	6
Procurement Officer	11		



List of Positions by Grid

<b>Position Title</b>	<b>Grid</b>	<b>Position Title</b>	<b>Grid</b>
Communications Assistant	4	Continuous Improvement Consultant	10
Property Information Collector	4	Database Administrator	10
Receptionist	4	Lead GIS Analyst	10
Research - Legal Assistant	4	Lead Web Content Management Analyst	10
Administrative Assistant	5	Petroleum Appraiser II	10
Assessment Administrator	5	Product Analyst	10
Accounting Technician	6	Programmer Analyst	10
Procurement Technician	6	Project Manager	10
Project Assistant	6	Supervisor, Administrative Services	10
Website Administrator	6	Lead Technical Analyst	11
Appraiser I	7	Procurement Officer	11
Business Support Analyst	7	Senior Communications Advisor	11
Business Support Consultant	7	Senior Financial Analyst	11
Petroleum Appraiser I	7	Senior Program Analyst	11
Product Support Analyst	7	Business Consultant	12
Senior Data Collector	7	Lead Business Analyst	12
Team Leader, Administrative Services	7	Lead Programmer Analyst	12
Technical Support Analyst	7	Senior Customer Relationship Analyst	12
Assessment Administration Analyst	8	Senior GIS Analyst	12
Communications & Events Coordinator	8	Senior Information Analyst	12
Financial Analyst	8	Data Scientist	13
Procurement Analyst	8	Senior Appraisal Analyst	13
Business Research Consultant	9	Senior Appraiser	13
GIS Analyst	9	Senior Business Analyst	13
Information Analyst	9	Senior Database Administrator	13
Technical Analyst	9	Senior Product Analyst	13
Appraisal Analyst	10	Senior Programmer Analyst (Architect)	13
Appraiser II	10	Senior Technical Analyst (Architect)	13
Business Analyst	10		

**Schedule A – Schedule of Wages**

**Effective January 1, 2019**

**General salary increase of 2.0%**

<b>GRID</b>	<b>PERIOD</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
2	Hourly	17.7019	18.4357	19.2003	19.9964	20.8256
	Bi-weekly	1,239.13	1,290.50	1,344.02	1,399.75	1,457.79
	Annual	32,341.37	33,682.02	35,078.95	36,533.42	38,048.37
3	Hourly	19.7684	20.5878	21.4417	22.3308	23.2566
	Bi-weekly	1,383.79	1,441.15	1,500.92	1,563.16	1,627.96
	Annual	36,116.87	37,613.91	39,173.99	40,798.37	42,489.81
4	Hourly	21.8347	22.7401	23.6831	24.6648	25.6876
	Bi-weekly	1,528.43	1,591.81	1,657.82	1,726.54	1,798.13
	Annual	39,892.00	41,546.16	43,269.02	45,062.59	46,931.25
5	Hourly	23.9010	24.8925	25.9245	26.9994	28.1189
	Bi-weekly	1,673.07	1,742.48	1,814.72	1,889.96	1,968.32
	Annual	43,667.13	45,478.60	47,364.06	49,327.90	51,373.23
6	Hourly	25.9674	27.0443	28.1658	29.3334	30.5500
	Bi-weekly	1,817.72	1,893.10	1,971.61	2,053.34	2,138.50
	Annual	47,442.44	49,409.94	51,458.92	53,592.12	55,814.85
7	Hourly	28.0342	29.1965	30.4070	31.6677	32.9809
	Bi-weekly	1,962.39	2,043.76	2,128.49	2,216.74	2,308.66
	Annual	51,218.48	53,342.01	55,553.59	57,856.89	60,256.10
8	Hourly	30.1004	31.3487	32.6483	34.0023	35.4121
	Bi-weekly	2,107.03	2,194.41	2,285.38	2,380.16	2,478.85
	Annual	54,993.43	57,274.07	59,648.44	62,122.20	64,697.91
9	Hourly	32.1668	33.5007	34.8895	36.3365	37.8429
	Bi-weekly	2,251.68	2,345.05	2,442.27	2,543.56	2,649.00
	Annual	58,768.74	61,205.78	63,743.12	66,386.79	69,138.98
10	Hourly	34.2329	35.6525	37.1310	38.6705	40.2739
	Bi-weekly	2,396.30	2,495.68	2,599.17	2,706.94	2,819.17
	Annual	62,543.51	65,137.12	67,838.34	70,651.00	73,580.42
11	Hourly	36.2990	37.8046	39.3721	41.0050	42.7056
	Bi-weekly	2,540.93	2,646.32	2,756.05	2,870.35	2,989.39
	Annual	66,318.27	69,069.00	71,932.83	74,916.14	78,023.13
12	Hourly	39.2020	40.8277	42.5206	44.2840	46.1206
	Bi-weekly	2,744.14	2,857.94	2,976.44	3,099.88	3,228.44
	Annual	71,622.05	74,592.21	77,685.14	80,906.87	84,262.34
13	Hourly	43.0081	44.7914	46.6487	48.5829	50.5976
	Bi-weekly	3,010.57	3,135.40	3,265.41	3,400.80	3,541.83
	Annual	78,575.80	81,833.89	85,227.17	88,760.96	92,441.82

**Schedule A – Schedule of Wages**

**Effective January 1, 2020**

**General salary increase of 2.0%**

<b>GRID</b>	<b>PERIOD</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
2	Hourly	18.0559	18.8044	19.5843	20.3963	21.2421
	Bi-weekly	1,263.91	1,316.31	1,370.90	1,427.74	1,486.95
	Annual	32,988.13	34,355.64	35,780.52	37,264.04	38,809.32
3	Hourly	20.1638	20.9996	21.8705	22.7774	23.7217
	Bi-weekly	1,411.47	1,469.97	1,530.94	1,594.42	1,660.52
	Annual	36,839.26	38,366.27	39,957.40	41,614.31	43,339.55
4	Hourly	22.2714	23.1949	24.1568	25.1581	26.2014
	Bi-weekly	1,559.00	1,623.64	1,690.98	1,761.07	1,834.10
	Annual	40,689.85	42,377.08	44,134.47	45,963.85	47,869.96
5	Hourly	24.3790	25.3904	26.4430	27.5394	28.6813
	Bi-weekly	1,706.53	1,777.33	1,851.01	1,927.76	2,007.69
	Annual	44,540.43	46,388.26	48,311.36	50,314.48	52,400.74
6	Hourly	26.4867	27.5852	28.7291	29.9201	31.1610
	Bi-weekly	1,854.07	1,930.96	2,011.04	2,094.41	2,181.27
	Annual	48,391.20	50,398.16	52,488.07	54,664.02	56,931.15
7	Hourly	28.5949	29.7804	31.0151	32.3011	33.6405
	Bi-weekly	2,001.64	2,084.63	2,171.06	2,261.08	2,354.84
	Annual	52,242.88	54,408.79	56,664.59	59,014.11	61,461.19
8	Hourly	30.7024	31.9757	33.3013	34.6823	36.1203
	Bi-weekly	2,149.17	2,238.30	2,331.09	2,427.76	2,528.42
	Annual	56,093.28	58,419.60	60,841.48	63,364.56	65,991.79
9	Hourly	32.8101	34.1707	35.5873	37.0632	38.5998
	Bi-weekly	2,296.71	2,391.95	2,491.11	2,594.42	2,701.99
	Annual	59,944.05	62,429.87	65,018.00	67,714.47	70,521.83
10	Hourly	34.9176	36.3656	37.8736	39.4439	41.0794
	Bi-weekly	2,444.23	2,545.59	2,651.15	2,761.07	2,875.56
	Annual	63,794.46	66,439.95	69,195.07	72,064.01	75,052.06
11	Hourly	37.0250	38.5607	40.1595	41.8251	43.5597
	Bi-weekly	2,591.75	2,699.25	2,811.17	2,927.76	3,049.18
	Annual	67,644.68	70,450.40	73,371.41	76,414.46	79,583.57
12	Hourly	39.9860	41.6443	43.3710	45.1697	47.0430
	Bi-weekly	2,799.02	2,915.10	3,035.97	3,161.88	3,293.01
	Annual	73,054.42	76,084.14	79,238.82	82,525.04	85,947.56
13	Hourly	43.8683	45.6872	47.5817	49.5546	51.6096
	Bi-weekly	3,070.78	3,198.10	3,330.72	3,468.82	3,612.67
	Annual	80,147.38	83,470.51	86,931.77	90,536.25	94,290.74

**Schedule A – Schedule of Wages**

**Effective January 1, 2021**

**General salary increase of 2.0%**

<b>GRID</b>	<b>PERIOD</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
2	Hourly	18.4170	19.1805	19.9760	20.8042	21.6669
	Bi-weekly	1,289.19	1,342.64	1,398.32	1,456.29	1,516.68
	Annual	33,647.86	35,042.77	36,496.15	38,009.27	39,585.43
3	Hourly	20.5671	21.4196	22.3079	23.2329	24.1961
	Bi-weekly	1,439.70	1,499.37	1,561.55	1,626.30	1,693.73
	Annual	37,576.09	39,133.61	40,756.53	42,446.51	44,206.27
4	Hourly	22.7168	23.6588	24.6399	25.6613	26.7254
	Bi-weekly	1,590.18	1,656.12	1,724.79	1,796.29	1,870.78
	Annual	41,503.59	43,224.63	45,017.10	46,883.20	48,827.31
5	Hourly	24.8666	25.8982	26.9719	28.0902	29.2549
	Bi-weekly	1,740.66	1,812.87	1,888.03	1,966.31	2,047.84
	Annual	45,431.28	47,316.01	49,277.66	51,320.80	53,448.70
6	Hourly	27.0164	28.1369	29.3037	30.5185	31.7842
	Bi-weekly	1,891.15	1,969.58	2,051.26	2,136.30	2,224.89
	Annual	49,358.96	51,406.12	53,537.86	55,757.30	58,069.73
7	Hourly	29.1668	30.3760	31.6354	32.9471	34.3133
	Bi-weekly	2,041.68	2,126.32	2,214.48	2,306.30	2,401.93
	Annual	53,287.74	55,496.95	57,797.88	60,194.35	62,690.40
8	Hourly	31.3164	32.6152	33.9673	35.3759	36.8427
	Bi-weekly	2,192.15	2,283.06	2,377.71	2,476.31	2,578.99
	Annual	57,215.06	59,587.97	62,058.26	64,631.77	67,311.61
9	Hourly	33.4663	34.8541	36.2990	37.8045	39.3718
	Bi-weekly	2,342.64	2,439.79	2,540.93	2,646.32	2,756.03
	Annual	61,142.93	63,678.44	66,318.27	69,068.82	71,932.28
10	Hourly	35.6160	37.0929	38.6311	40.2328	41.9010
	Bi-weekly	2,493.12	2,596.50	2,704.18	2,816.30	2,933.07
	Annual	65,070.43	67,768.73	70,579.02	73,505.33	76,553.13
11	Hourly	37.7655	39.3319	40.9627	42.6616	44.4309
	Bi-weekly	2,643.59	2,753.23	2,867.39	2,986.31	3,110.16
	Annual	68,997.57	71,859.38	74,838.85	77,942.74	81,175.25
12	Hourly	40.7857	42.4772	44.2384	46.0731	47.9839
	Bi-weekly	2,855.00	2,973.40	3,096.69	3,225.12	3,358.87
	Annual	74,515.47	77,605.84	80,823.56	84,175.55	87,666.59
13	Hourly	44.7457	46.6009	48.5333	50.5457	52.6418
	Bi-weekly	3,132.20	3,262.06	3,397.33	3,538.20	3,684.93
	Annual	81,750.39	85,139.84	88,670.34	92,346.99	96,176.57

**Schedule D1 – Transfer Assistance - Reimbursement of Transfer Costs Including  
Transportation of Household Goods and Effects**

**British Columbia Assessment Authority**

These reimbursements shall apply only to those transferred employees entitled to reimbursement of the costs of transportation of household goods and effects.

**(a) Transportation of Household Goods and Effects**

- i. The Employer shall arrange for and pay the moving company in accordance with the following:
  1. Movement of household and personal effects between the points specified in the quotation.
  2. No overtime charges are to be levied unless authorized in writing. Packing and unpacking, insurance (rate per \$1,000.00 of coverage), hoisting, appliance hook-up and disconnection charges (no re-piping, wiring, or extensions are to be included) are to be firm as per estimate.
  3. Mileage charges on invoices will be paid on the basis of actual weights and must be supported by copies of Government weight scale tickets.
  4. Storage in transit for a maximum of 30 days is authorized on the cost per pound basis quoted in the estimate.
  5. Freezer contents to be shipped via most economical method. No guarantee written or implied to be given as to safe arrival at destination.
- ii. When an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
  1. \$500 for a move not exceeding a distance of 240 kilometres;
  2. \$850 for a move which exceeds a distance of 240 kilometres.

**(b) Search and View**

The Employer shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Employer and the Employee, up to five days (35 hours) with pay for search and view.

Employees entitled to (a) above may also claim reimbursement for costs incurred with a search of residence at the new location. The claim shall be as follows:

1. Up to six nights' reasonable motel or hotel lodging for the employee and spouse. Receipt for motel or hotel lodging is required.
2. Up to six days meal allowance (rate as specified in Article 25.14 of current collective agreement) for the employee and spouse. Motel or hotel lodging receipts are required before a claim may be made for the meal allowance reimbursement.
3. Transportation costs to and from the new location for the employee and spouse. Mode of transportation to be specified by the Employer. Should the normal mode of

transportation be via motor vehicle, and an Authority vehicle can be made available, it must be used.

**(c) Transfer Cost of Employee**

Employees entitled to (a) above may also claim the costs of transporting themselves, spouse and children who are under the age of 21 years, to the new location. Should the transfer date and employment date not coincide, by application in writing, the Employer shall reimburse the employee the transportation costs to return to their original residence to accompany their family to the new location. In all cases the mode of transportation shall be specified by the Employer.

**(d) Living Allowance**

1. Employees entitled to claim (a) may also claim up to 21 days reasonable motel or hotel reimbursement for the employee, spouse and children. Receipts are required.
2. Employees entitled to claim (a) may also claim up to 21 days meal allowance for employee, spouse and 50% for each child, for each day a reimbursement claim was made in No. 1 above. The meal allowance shall be that as specified in Article 25.14 of the current collective agreement between the Employer and CUPE 1767.

**(e) Incidental Expenses**

If an employee is eligible for “Transportation of Household Goods and Effects” as outlined in (a) above, the employee is eligible for an allowance of \$650.00 to assist with incidental moving expenses after an employee has found suitable accommodation at the new location.

**(f) Changes**

Application for any change or alteration to the above must be made in writing addressed to the Vice President, People. All authorizations for changes will be made in writing and must be in the hands of the employee before any commitment is made.

## **Schedule D2 – Transfer Assistance - Reimbursement of Real Estate Fees and Costs**

### **British Columbia Assessment Authority**

This shall apply to those employees entitled to reimbursement of real estate fees. If the transaction or transactions involve multiple dwelling (duplex, triplex, etc.) all reimbursements shall be pro-rated.

#### **1. Real Estate Fees**

Reimbursement of costs of the real estate fee shall be the least of: seven per centum of sale price or \$10,000.00 or the amount charged by a real estate agency. This shall be payable upon the sale of the employee's principal place of residence (or employee's spouse and children's principal place of residence) which was owned by the employee (or jointly by the employee and spouse) prior to the transfer date.

An employee who has sold their private dwelling house in which they resided immediately prior to the date of the appointment to the new position, without the aid of a realtor, shall be entitled to claim \$3,000.00 and shall not be eligible for reimbursement as described above.

This reimbursement may be claimed up to one year after the transfer has taken place.

#### **2. Legal Costs**

If an employee is entitled to No. 1 above a claim may also be made for the following legal costs incurred when purchasing a dwelling within one year from the transfer date, to be occupied by the employee and/or spouse and children.

- (a) Registration of Deed
- (b) Land Registry Searches
- (c) Registration of Mortgage
- (d) Certificate of Encumbrances
- (e) Photocopy Costs incurred by Legal Counsel
- (f) Telephone Costs incurred by Legal Counsel
- (g) Filing Fees
- (h) Miscellaneous Office Expenses incurred by Legal Counsel

Only legal costs as specifically stated above are eligible for reimbursement.

#### **3. Legal Fees**

If an employee is entitled to No. 2 above a claim may also be made for the following:

- (a) Solicitor's fee in respect to an Agreement for Sale where a new dwelling house is purchased.
- (b) Solicitor's fee in respect of discharge of encumbrances against the former residence.
- (c) Solicitor's fee for conveyance of Title.

Only legal fees as specifically stated above are eligible for reimbursement. Unacceptable expenses under the phrase “legal fees” are:

- (a) Solicitor’s fee and disbursements in respect of an Agreement for Sale (includes Land Registry fees and searches) where the former residence is sold. These items are the responsibility of the purchaser.
- (b) Appraisal fees in respect of establishing a fair market value on the purchase of a new dwelling house.
- (c) Survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house.
- (d) Disbursements for interest penalty in discharging a mortgage.
- (e) Legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal or other unforeseen problems, the deal is not completed.
- (f) The employee’s dwelling house contains revenue producing living accommodation which entails extra legal costs or fees. Extra costs are not payable or the total cost is pro-rated in proportion to the floor area involved.
- (g) All costs in obtaining, and investigating, a new mortgage.

**4. Transfer Cost of Employees and Dependents**

The employee may claim compensation for the driving of up to two vehicles to the new residence, in accordance with the vehicle allowance rates.

**5. Property Purchase Tax**

The employee will be reimbursed for the Property Purchase Tax incurred when purchasing a principal residence at the new location within one year from the effective relocation date to a maximum of \$2,000.00.

**6. Changes**

Application for any change or alteration to the above must be made in writing addressed to the Vice President, People. All authorizations for changes will be made in writing and must be in the hands of the employee before any commitment is made.

**Memorandum of Understanding #2 - Joint Compensation Committee**

The Parties agree that there is benefit in examining and having current knowledge of the external compensation market and to monitor BC Assessment compensation in relation to that market. To that end the Parties agree to establish a joint committee to meet this overall objective.

The committee will consist of three Union representatives and three Employer representatives. Building on previous joint compensation studies, the Parties agree that the committee will:

- (a) Continue to refine and define the comparable compensation market(s).
- (b) Establish survey methodologies.
- (c) Conduct surveys on salaries and benefits.



- (d) Consider compensation trends, discuss priorities and make recommendations to the Parties for consideration in future rounds of negotiations.

The scope of all activities must be mutually agreed by the committee members. It is also understood that the results of any activity of the committee are not binding on either Party, and all compensation changes are subject to the normal collective agreement negotiation process.

*Agreed on December 5, 2014*

*For Employer – C. Fair*

*For Union – K. McPhail*

### **Memorandum of Understanding #3 - Temporary Market Adjustment**

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 memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

A temporary market adjustment (TMA) subject to this memorandum will be guided by the following:

1. The implementation of any TMA is subject to mutual agreement between the Employer and the Union. The current list of eligible positions is attached as an Appendix and may be amended by the Parties from time to time during the life of this memorandum.
2. An employee who is in a position identified as being eligible for a TMA will receive the amount set out in the Appendix. The TMA is an add-to-pay which is not part of an employee's base salary, but is pensionable.
3. An eligible employee in receipt of salary protection will have the TMA reduced by the corresponding amount of salary protection.
4. If an employee is assigned to fill a short-term vacancy under Article 16.05 in a position identified as being eligible for the TMA, then the TMA will be paid during the period of the temporary assignment.
5. If a position which has been identified as being eligible for a TMA is re-evaluated by the Parties under the terms of the BC Assessment Job Evaluation Plan such that the base salary level is changed, then the Parties will review the application of the TMA to determine whether it should be increased, decreased or removed altogether. If an individual employee's salary becomes protected as a result of such a review, then (3) above will apply.
6. Payments to eligible employees will begin effective the dates shown in the Appendix (see next page) and will terminate upon the expiry of this memorandum.

This memorandum will expire December 31, 2021.

*Signed on July 7, 2010*

*Amended on December 12, 2012*

*Amended on December 5, 2014*

*Amended on April 18, 2019*

*For Employer – J. Grant*

*For Union – J. Melvin*

**Appendix A**  
**Effective January 1, 2019**

Grid	Position/Classification	TMA %
13	Data Scientist	6.25%
13	Senior Programmer Analyst	6.25%
13	Senior Database Administrator	6.25%
13	Senior Technical Analyst	6.25%
13	Senior Business Analyst	6.25%
12	Lead Business Analyst	2.52%
12	Lead Programmer Analyst	2.52%

**Letter of Understanding #6 - Field Travel**

The above noted parties to the contractual Agreement HEREBY AGREE EACH WITH THE OTHER to the following points dealing with field travel:

1. Where practical and subject to operational requirements, the Employer and/or its' designated supervisor shall provide reasonable advance notice to an employee prior to approved overnight field trip assignments away from home.
2. When required, an employee will be eligible for a `special travel advance' if the approved travel status assignment is of a long duration or there is some other unusual circumstance requiring abnormal use of funds. In this circumstance the Employer wishes to ensure that an employee has an advance sufficient to cover their expenses.
3. The Employer has no objection to an employee `securing but not claiming' accommodation with `kitchen units', i.e. the employee bears the additional cost of the accommodation. Of course, if additional working space is required necessitating kitchen unit type accommodation and prior approval is obtained, costs will be paid by Employer.
4. Subject to Article 34.01, upon the approval of the manager, when an employee has requested to return home at the end of a work week and the field assignment away from home is a relatively short driving and/or ferry distance, the use of Authority vehicles or payment of Continuous Use Vehicle reimbursement and approved ferry travel costs may be allowed. Approval for use of Authority vehicles or pay of Continuous Use Vehicle reimbursement for this purpose shall not be unreasonably withheld.

*Dated October 11, 1988*

*For Employer – T. Johnstone*

*For Union – D. Robson*

**Memorandum of Understanding #12 - Performance Assessment Reconsideration**

The annual performance management cycle establishes a Performance and Development Plan (PDP) for each employee. The PDP is created at the beginning or planning phase of the cycle after discussion between the employee and supervisor. During the plan year, discussions about progress will also take place. The cycle concludes at the review phase by recording results and accomplishments for the year and by the supervisor assigning an overall performance rating to the employee.

If an employee is rated as “Ineffective” or “Needs Improvement” and if the employee disagrees with this rating, the following reconsideration process will be followed.

1. Within 14 days of receiving the final, signed PDP form the employee must notify the Assessor or Director, the Union office and the Union President by email that they disagree with the rating.
2. Within 14 days of receiving this notice, the Assessor or Director will discuss the PDP with the employee and their union representative and will explain the rationale behind the rating. Supporting documentation will also be provided. The employee will provide documentation or explanation as to why the rating should be changed.
3. Within five days of this discussion, the Assessor or Director will decide whether to adjust the original PDP rating and will advise the employee, the Union office and the Union President of this decision by email.
4. If the employee still disagrees with the rating, they may file a grievance at Step 2 of the grievance process but must do so within five days of receiving the decision of the Assessor or Director.

***Agreed on December 12, 2012***

*For Employer – C. Fair*

*For Union – K. McPhail*

***Amended on December 5, 2014***

*For Employer – C. Fair*

*For Union – K. McPhail*

#### **Letter of Understanding #17 - CRA Professional Membership Dues**

The Employer agrees that employees who hold a CRA designation as of the date of ratification of the 2001 Collective Agreement are eligible to submit for reimbursement of CRA professional membership dues subject to the following:

1. There will be only one professional membership reimbursed for any position even though an employee may be accredited in more than one association or hold more than one professional designation.
2. The CRA professional membership dues reimbursement will be for the actual cost of the dues only.
3. Receipts confirming the payment of the appropriate membership dues must be submitted by December 31 of the calendar year for payment of the dues for that year.

***Signed on June 14, 2001***

*For Employer – D. Rundell*

*For Union – M. Meyer*

#### **Letter of Understanding #25 – Appraisal Accreditation/Designation**

Consistent with the strategic direction of BC Assessment to promote professional accreditation/designation within the appraisal and assessment business, employees will receive an amount of \$105.00 bi-weekly (effective January 1, 2019) in addition to their current bi-weekly base pay if they meet the following criteria:

- Has and; maintains an AACI designation, or
- Holds the RI(BC) designation and

- a. has completed the Urban Land Economics Diploma program (Appraisal Specialization or Assessment Specialization), or
- b. Post Graduate Certificate in Real Property Valuation, or
- c. Bachelor of Business in Real Estate, or
- Holds the IAAO designation
  - a. Certified Assessment Evaluator (CAE), or
- Holds the RICS designation
  - a. Fellow Royal Institute of Chartered Surveyors, or
  - b. Member Royal Institute of Chartered Surveyors

And are in the following roles:

- Appraiser II (Grid 10)
- Appraisal Analyst (Grid 10)
- Business Consultant (Grid 12)
- Senior Information Analyst (Grid 12)

***Signed on January 16, 2004***

*For Employer – D. Rundell*

*For Union – M. Meyer*

*Amended on July 7, 2010*

*Amended on December 12, 2012*

***Amended on December 5, 2014***

*For Employer – C. Fair*

*For Union – K. McPhail*

***Amended on April 18, 2019***

*For Employer – J. Grant*

*For Union – J. Melvin*

**Memorandum of Understanding #28 - Transit Pass Program**

The Employer understands that transit pass programs sponsored by BC Transit allow employees to purchase a permanent transit pass through payroll deduction and that they are presently offered by the Greater Vancouver (TransLink) and Greater Victoria regional transit systems. Each regional system establishes its own program rules, including minimum employee participation requirements. If there is sufficient interest in these two locations to meet these requirements the Employer will enter into agreements with the regional transit authorities as established by their program.

It is understood that the Employer's responsibility is limited to providing the necessary administrative support to set up the program and to allow for the payroll deduction. Employees who participate are wholly responsible for the actual costs of any transit pass they purchase through this program. It is also understood that, if future minimum participation levels fall below any requirements established by the regional transit systems, the Employer may withdraw from that program.

***Signed on April 4, 2006***

*For Employer – D. Rundell*

*For Union – K. McPhail*

**Memorandum of Understanding #29 (New) – Designated Appraiser II Step 6**

The parties recognize the important role of the designated Appraiser II position. In order to address market competitiveness, recruitment and retention issues associated with the position the parties would like to implement a Step 6. In order to be eligible for Step 6, an Appraiser II must have at least one of the appraisal designations set out in Article 25.16. For the processing of annual increments through the Grid 10 salary structure, Article 25.03 still applies.

The effective date is May 13, 2019.

The new salary structure for the Designated Appraiser II (Grid 10) is as follows:

		May 13, 2019	January 1, 2020	January 1, 2021
Step 6	Hourly	41.9440	42.7829	43.6386
	Bi-weekly	2,936.08	2,994.80	3,054.70
	Annual	76,631.69	78,164.36	79,727.72

**Agreed on April 18, 2019**

*For Employer – J. Grant*

*For Union – J. Melvin*

**Memorandum of Understanding #30 (New) - Joint Flexible Work Committee**

The parties agree to work collaboratively on matters relating to a flexible workplace. The Committee will consist of three Union representatives and three Employer representatives and will be responsible for researching best practices, identifying benefits to the organization and employees, and reviewing flexible workplace changes.

The goal of this Committee is to identify options that will enhance workplace flexibility. Outcomes will result in improved employee recruitment, retention and engagement and will be aligned with the BCA Strategic Plan, Strategic Workforce Plan and balance Employer costs.

**This memorandum will expire December 31, 2021.**

**Agreed on April 18, 2019**

*For Employer – J. Grant*

*For Union – J. Melvin*

**Memorandum of Understanding #31 (New) - Digital Evolution and Technology Change**

The Parties acknowledge that there is a benefit in forming a joint committee to focus on the opportunities of technology and the impact on our business. The purpose of this committee is to consider a broad range of digital impacts to the future of our work and the impacts to bargaining union positions. The Committee will consist of three representatives from the Union and three from the Employer.

Currently, there are a number of initiatives underway that will impact the nature of the work performed by employees. These initiatives include but are not limited to iasWorld (NextGenValueBC), ERP Replacement, and the Data Modernization and Business Optimization

portfolios. The Committee will have an initial meeting no later than three months after the ratification of this agreement to discuss these initiatives.

The Committee seeks to work together for a positive outcome and to promote employee and/or job retention. The Committee will discuss general and individual training; recruitment and placement plans; and communication strategy. The Committee understands that it may be privy to job design details and that timing of any communications will be coordinated between the Parties.

Insofar as it does not conflict with Article 3.02, the Committee may consult directly with employees.

**This memorandum will expire December 31, 2021.**

*Agreed on April 18, 2019*

*For Employer – J. Grant*

*For Union – J. Melvin*

**Memorandum of Understanding #32 (New) –Voluntary Transfer and Mobility of Work for the Appraisal Series**

The Parties acknowledge there are benefits in forming a joint committee to focus on the opportunities of enhancing the voluntary transfer process as outlined in Article 16.03 of the Collective Agreement. The parties wish to explore options and pilot enhancements to increase the scope of the voluntary transfer list and the mobility of work. This may include the movement of a permanent employee to a different department, division or region at the same classification as their base position, or the movement of work from one location to another.

The parties will also discuss a process for making appointments from the voluntary transfer list that may include the following:

- (g) Ensuring work is clearly defined;
- (h) Suitability based on employees' work experience and work preferences;
- (i) Seniority; and
- (j) Transparency and procedural fairness.

The Committee will consist of three representatives from the Union and three from the Employer. The Committee will have an initial meeting no later than three months after the ratification of this agreement.

Discussions in other areas may be necessary to address implementation issues not anticipated during bargaining.

**This memorandum will expire December 31, 2021.**

*Agreed on April 18, 2019*

*For Employer – J. Grant*

*For Union – J. Melvin*

## **Information Appendix #1 - Extended Health Plan and Dental Plan**

Under the terms of the collective agreement, BC Assessment provides an Extended Health Care Plan and Dental Plan and contributes 100% of the premiums for these plans. Our benefit carrier is Pacific Blue Cross (PBC). There is no taxable benefit to the employee. As the employer contributes 100% of the premium, enrolment is mandatory. If you and your spouse both are eligible employees, duplicate coverage is allowed for dental and extended health care benefits.

Currently the deductible (the initial portion of eligible expenses which you must pay before the plan reimburses for any eligible expenses) is \$95 per person or family each calendar year. In order for claims to be paid your coverage must be in effect on the date the service was rendered.

The intent of this Appendix is to provide employees with a “quick reference”, contact information and websites relating to our Extended Health and Dental Plans. This Appendix provides summary information and is not meant to provide complete details. All rights to benefits are governed by the contract between BCA and Pacific Blue Cross. The best source for up-to-date information is the Pacific Blue Cross website.

### **Basic Information**

**Plan Number: 1241** (this number is on your benefit ID cards)

#### **Pacific Blue Cross Contact information:**

Web address: [www.pac.bluecross.ca](http://www.pac.bluecross.ca)

Phone numbers: **604-419-2000 Toll free 1 888 275-4672**

Mailing Address: **PO Box 7000, Vancouver BC, V6B 4E1**

### **What is CARESNet?**

CARESnet is an online service from Pacific Blue Cross that offers secure online access to your benefit and claims information. Information about benefit coverage, claim status, and access to claim forms are all accessible through this service. To access CARESnet, visit the PBC website: <http://www.pac.bluecross.ca/caresnet>.

### **Who is Covered?**

You and your dependents are covered by these plans. This includes one spouse, dependent age children (under age 21), full time student child (under age 25) and unmarried handicapped child to any age. More extensive definitions of “dependent” can be found in the Benefits booklet.

### **When are We Covered?**

Our plans like others have a waiting period before you are eligible for benefits. The waiting period for Extended Health and Dental for permanent employees is the first of the month immediately following six months employment (i.e. hired March 15, eligibility date is October 1). Temporary employees must have nine months of continuous employment to be eligible for benefits. You are not automatically enrolled for these benefits; you must apply for coverage within four months of becoming eligible for coverage. Relevant forms are normally provided at time of hire. Completed forms must be sent to Payroll. Late enrolment can have additional requirements and sometimes coverage may be denied. Please contact the Payroll supervisor if you are a late applicant.

It is important to remember that for claims to be paid your coverage must be in effect on the date the service was rendered and that all claims have time limits. No payment will be made if your claim is received after the time limits prescribed in the plan. All claims must be submitted to PBC by December 31 of the year following the year in which the expense was incurred (for example a May 13, 2009 expense must be submitted to PBC by Dec 31, 2010).

### **Making Claims**

When you are purchasing prescription drugs, present your Plan ID Card to any pharmacy in BC. This card includes the Policy number and your identification number. After your deductible is cleared, the pharmacy will deduct the reimbursable amount and you will be charged the balance.

All other claims under the Extended Health Plan require you to fill out an Extended Health Benefits Claim form, either on-line through CARESnet or by sending the completed form along with your receipts to PBC. Claim forms can be accessed at <http://www.pac.bluecross.ca/caresnet>. Many dental offices are able to process claims in their office. Present your Plan ID card at your dentist's office. You will be charged the balance of the cost not covered by the plan.

### **How to Change Dependents**

To add or delete dependents, or to make other changes, fill out a Group Change form available through payroll. Return the completed form to the payroll department.

### **Coverage – Leave Without Pay**

Maternity and Parental Leave- BCA pays the full amount of the premiums for the approved leave period. If the employee does not return to work after the approved leave, they are required to reimburse BCA the full amount of premiums paid while on leave.

Other LWOP- If you choose to pay the premiums, coverage can be extended for up to twelve months (one year). Employees must provide post-dated cheques, payable to BC Assessment for the amount of the monthly premiums. Employees can waive coverage during leave but will need to re-apply to PBC upon return for coverage to recommence on the first of the following month. The employee may be required to provide health evidence to PBC and the cost will be their responsibility.

### **Coverage**

#### **Extended Health Care**

Generally, all in-province eligible expenses are reimbursed at 80%. Eligible "out-of-province" emergency expenses are reimbursed at 100%. After \$1,000 has been paid for a person in a calendar year, further eligible expenses for that person within that year will be reimbursed at 100%, subject to the contract maximums for this benefit. The lifetime maximum amount of benefits payable for a member or dependent is \$500,000.

This appendix focuses on in-province eligible expenses. The general areas of coverage and some details are provided below. For more information, see the PBC website.

- 1) **Hospital** - additional charges for semi-private or private room in a hospital or extended care unit of hospital. Rental charges for telephone, televisions etc. are not covered.
- 2) **Emergency Ambulance** - is covered in specific circumstances. See the PBC website..
- 3) **Drugs** - drugs and medicines (in a quantity considered reasonable) dispensed by a licensed pharmacist or a Physician that:
  - a. legally require a prescription from a Physician or Dentist;
  - b. for diabetics- insulin preparations, testing supplies, needles and syringes;
  - c. vitamin B12 for treatment of pernicious anemia
  - d. allergy serums administered by a physician or which legally require a prescription from a medical provider legally authorized to do so.

Please note that reimbursement of eligible drugs and medicines will be subject to PharmaCare's low cost drug alternative and reference drug program policies. Those drugs which are not covered by Pharmacare but which are currently covered under the group plan will be considered as eligible expenses however, where PBC has determined that a lower cost generic alternative is available, reimbursement will be based on the lower cost generic drug. Pharmacare's low cost alternative and reference drug program policies or other low cost alternative pricing will not be applied if a doctor's letter is submitted indicating such drug or medicine does not meet the patient's needs.



- 4) **Practitioners**- the professional services of the following licensed practitioners to the maximum amounts-indicated per person /per calendar year. The services of a private duty nurse require referral by a physician.

Service	Effective January 1, 2019
Acupuncturist	\$300
Chiropractor	\$500
Registered Massage Therapist	\$700
Naturopath	\$300
Physiotherapist	\$600
Podiatrist	\$200
Psychologist/clinical counselor	\$800
Speech language pathologist	\$450

Private duty care nurse - for a person with acute condition in hospital to a maximum of 720 hours per calendar year (other conditions apply, see the contract).

*Note: Reimbursement is based on “reasonable and customary limits” which are based on usual fees charged by providers in the region.*

- 5) **Dental accident** - where the service is required, performed and completed within 52 weeks after accidental injury for the repair or replacement of natural teeth or prosthetics (other conditions apply, see the PBC website)
- 6) **Medical aids and supplies** - common items include orthotics, orthopaedic shoes, walkers, canes, crutches, wigs and hearing aids. Physicians’ notes are frequently required and limits vary. See PBC website.
- 7) **Standard durable medical equipment** - preauthorization from PBC is required for expenses in excess of \$5000. Common items are rental wheelchairs; hospital beds; medical heart and glucose monitors; and breathing machines. Others items are covered, see PBC website.
- 8) **Vision care** - prescribed eye ware; repair of eye ware and contact lens fittings (by a Physician or optometrist) to a maximum of \$600 in a two calendar year period. Safety Goggles are not covered.
- 9) **Eye examinations** - routine eye exams (by a Physician or optometrist) every 2 calendar years to a maximum of \$100 for persons between 19 and 64. Note: children up to 18 and persons 65 and older are covered by MSP.
- 10) **Disease Support Programs** – this benefit offers you or your dependants faced with a cancer diagnosis the opportunity to obtain tools to improve recovery and survival during and after cancer treatment. For additional information see the PBC website.

**Dental Benefits**

Dental Benefits claims have a deadline of 12 months from the date of service. There are three levels of eligible expenses for dental benefits, they are generally outlined below:

**Plan A – Basic** - eligible expenses are reimbursed at **90%**. This covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. This includes but is not limited to:

- Preventative services such as polishing, fluoride treatments and dental exams. Generally adults or children 20 and older claim this service every 9 months. Children up to and including age 19 can claim this two times per calendar year ( about every six months).
- Diagnostics services such as examinations and recall and x-rays. All x-rays shall not exceed the dollar limit for a complete mouth series; some also have limits as to how often they will be covered.
- Basic restorative services such as fillings (silver, white, primary or permanent teeth) all have per person per time frame (2 years) limits. Extractions, bruxing appliances (night guards) and root canals are also covered but have restrictions. See the PBC website for more details on the benefits coverage.

**Plan B – Major Restorative** - eligible expenses are reimbursed at 70%. You are eligible when your dentist recommends replacement of your missing teeth or reconstruction of your teeth where basic restorative methods cannot be used satisfactorily. This includes but is not limited to: crowns, build-ups, veneers, inlays, a false tooth, abutments/retainers, complete Dentures, and partial dentures. Coverage has restrictions. See the PBC website for more details.

**Plan C- Orthodontic Services** - eligible expenses are currently reimbursed at 55% and have a limit of \$5000/per person per lifetime. Effective January 1, 2020, cost coverage increases to 75% and the lifetime maximum remains at \$5,000 per patient. This covers services provided to maintain, restore, or establish a functional alignment of the upper and lower teeth.

**Information Appendix #2 - Reference Table – Health Benefits, Sick Leave, Vacation & Pension**

*(Note: Where there is conflict between terms of the Collective Agreement, benefits carrier contract or Pension Plan and this table, those documents shall have precedence.)*

<b>Benefit or Leave</b>	<b>Coverage</b>	<b>What happens if....</b>
<p><b>Health Benefits</b> Basic Medical (MSP), Extended Health and Dental, Group Life and Long Term Disability</p>	<p><i>When coverage starts depends on the benefit in question and whether you are a permanent or temporary employee. Further details are below:</i></p> <p><b>Basic Medical (MSP)</b> All employees have MSP coverage from the first day of the month following one calendar month of continuous employment. (e.g. Coverage for an employee who starts work on May 15th would begin July 1st).</p> <p>Coverage ceases at the end of the month in which employment ceases.</p> <p><b>Extended Health and Dental</b> Coverage for permanent employees begins the first day of the month following six months of continuous employment. For a temporary employee it commences the first of the month following nine months of continuous employment.</p> <p>Coverage ends when employment ceases.</p> <p><b>Group Life Insurance</b> Coverage for permanent employees begins the first day of the month following one calendar month of continuous employment. Coverage for temporary employees begins the first day of the month following nine months of continuous employment.</p>	<p><b>What happens to my health benefits if I am on leave without pay? Do I still have coverage?</b> Whether the Employer continues to provide coverage depends on the type of leave. Coverage is maintained during Maternity, Parental and Benefit waiting period leaves without pay (Article 26). Coverage is not maintained during other types of leave without pay, such as general leaves of absence or deferred salary leave, but in some circumstances employees may have the option of purchasing the benefit coverage.</p> <p>While employees may maintain LTD coverage (whether you or the employer are paying), LTD benefits are not payable to you while you are on leave without pay.</p> <p><b>What happens to other health benefits if I am on sick leave or receiving LTD benefits?</b> Coverage for basic medical, extended health and dental continues during the sick leave period and for the first two years of the LTD period. Group life continues throughout sick leave and continues into LTD, but coverage ceases for employees on LTD at age 65.</p> <p><b>What happens if I am laid off?</b> If a permanent employee is laid off, coverage for basic medical and group life are maintained for six months. Coverage for extended health and dental will continue for a period of 30 days after date of layoff. Employees on lay off have the option to purchase these benefits for up to twelve months from date of lay off. There is no further access to LTD coverage while on layoff. However, employees in receipt of LTD benefits on the intended layoff date will have their benefits continue under the terms and conditions of the LTD carrier. <i>NOTE: The end of employment for temporary employees is not considered a lay off under the collective agreement.</i></p>

	<p>Coverage ceases for all employees actively at work at age 69. If you are in receipt of LTD benefits, coverage ceases at age 65.</p> <p><b>Long Term Disability</b>  Coverage for permanent employees begins on the first day of the month following six months of continuous employment.  Coverage for temporary employees begins the first day of the month following nine months of continuous employment.  Coverage ends for all employees immediately after cessation of employment or at the end of the month in which the employee reaches ages 65, whichever is first.</p>	
<p><b>Sick Leave</b></p>	<p>Permanent employees have sick leave coverage immediately upon employment.</p> <p>Temporary employees with greater than one month of service but less than four months shall be eligible for up to 14 hours of paid sick leave. The day after four months of continuous service, temporary employees have full sick leave coverage.</p>	<p><b>What happens if I get sick before my coverage starts?</b>  Employees are given leave without pay or if they have earned vacation may take a vacation day.</p> <p><b>What happens if I am sick while on a leave without pay?</b>  Employees have no access to sick leave while on leave without pay.</p> <p><b>What if I am laid off?</b>  Employees have no access to sick leave after date of layoff.</p>
<p><b>Vacation Leave</b></p>	<p>Immediately upon employment, permanent employees begin to earn vacation leave in accordance with Article 22. Temporary employees earn vacation leave after 12 months of continuous employment. Prior to having 12 months of continuous employment, temporary employees receive 6% vacation pay bi-weekly.</p>	<p><b>Do I earn vacation while on leave without pay?</b>  No vacation is earned during periods of leave without pay.</p> <p><b>What if I am laid off?</b>  No vacation is earned during periods of layoff.</p> <p><b>Do I earn vacation if I am sick?</b>  As per Article 22.02 (a), an employee who has earned at least ten days at straight time rates in a calendar month shall earn vacation entitlement for that month. Vacation is earned during the first 60 days of paid sick leave but is not earned during the second 60 days of</p>

		<p>sick leave paid at 75%, or when an employee is receiving LTD benefits.</p>
<p><b>Pension Plan</b></p>	<p>Both the Employer and employee contribute to the Public Service Pension Plan.</p> <p>For permanent employees Pension Plan enrolment and contributions are immediate and automatic.</p> <p>Temporary employees have to earn at least half of the year's maximum pensionable earnings (YMPE) to be enrolled. The YMPE is set by the federal government.</p> <p><i>Note: In 2013 YMPE was set at \$51,100. For more details see the Pension Corporation website or contact Payroll.</i></p>	<p><b>Do I accrue pensionable service while on leave without pay?</b>  For time periods covered by leaves without pay, employees do not automatically earn pensionable service or make contributions to the Pension Plan. Employee must apply to the Pension Corporation to purchase pensionable service if they wish to accrue this service while on Leave without Pay.</p> <p>There are time limits to apply and costs to employees vary depending on type of leave. See the Pension Corporation website for details on purchasing leaves of absence.</p> <p><b>Can I contribute to the pension plan if I am laid off?</b>  No, contributions and pensionable service accrual conclude upon layoff. If you are recalled, contributions will begin again.</p> <p><b>What if I am sick and end up receiving LTD benefits?</b>  Joint contributions continue throughout the paid sick leave period. During LTD no contributions are made but time is considered pensionable service.</p>

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