

**RATIFICATION DOCUMENT**

**between the**

**NTT DATA CANADA, INC./NTT DATA BCU, INC.**

**and the**

**B.C. GENERAL EMPLOYEES' UNION  
(BCGEU)**

**July 8, 2025**

**HOUSEKEEPING**

The Collective Agreement will be formatted using the BCGEU standard formatting template.

All references to “1<sup>st</sup> Nations” or “Aboriginal” in the Collective Agreement will be changed to “Indigenous”.

**DEFINITIONS**

**(10.a) “Emergency” means an urgent, sudden or serious event or an unforeseen combination of circumstances or a resulting threat to life, health or property requiring immediate action.**

**(27) “Spouse” - includes husband, wife and common-law spouse means a person who is married to another person or who is living with another person in a marriage-like relationship;**

**ARTICE 2 - UNION RECOGNITION AND RIGHTS****2.1 Bargaining Unit Defined**

(a) The bargaining unit shall be comprised of all employees as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions. The parties to this agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of employer policy or in the process of employer-employee relations.

(b) The guidelines to be considered in negotiating exclusions shall be:

- (1) position incumbents employed for the primary purpose of exercising senior management functions;
- (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
- (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

(c) When an employee substitutes into an excluded position the Employer shall advise the Union of the following:

- (1) name of the employee;
- (2) title of the excluded position;
- (3) term of the temporary assignment.

(d) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.

(e) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located,

a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

(2) The parties will then, commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position. Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.

(3) If no agreement is reached or if no response is received from the Union within 30 days of the date of notification in (1) above, ~~the Employer may refer the matter to the BC Labour Relations Board~~ **either party may refer the matter to arbitration in accordance with Article 9 of this Agreement** for determination.

(4) Where a matter has been referred to ~~the BC Labour Relations Board~~, **an arbitrator**, the ~~BC Labour Relations Board~~ **arbitrator's** decision, if any, will be deemed to be binding on the parties.

(5) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents.

(f) The Employer will make available to the Joint Union Management Committee a quarterly list of contractors. The list shall include the company name, the original start date and extension dates or subsequent contracts when there is a continuous engagement of a contractor.

(g) The Joint Union Management Committee will review contractors identified by the Union and as identified in (f) above to determine the employee status.

#### ARTICE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide in a mutually agreed to format a list of names, dues amount, gross wages, start date, employment status, work location address, position title of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll

system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(i) A report of employees who cease employment, **including such employee's first name, last name, classification, separation date, and reason for separation (temporary layoff, resignation, retirement, termination or death)**, will be provided to the Union on a quarterly basis at the Joint Union Management Committee.

## ARTICLE 8 – GRIEVANCES

### 8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so ~~no later than~~ **within** 30 days after ~~the date~~:

(a) **the date** on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; **or**

(b) **the date** on which they first became aware of the action or circumstances giving rise to the grievance.

## ARTICLE 11 – SENIORITY

### 11.3 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under **Article 20.20 – Leave Respecting Death of Child, Article 20.21 – Leave Respecting Domestic or Sexual Violence, or** Article 21 - Maternity, Parental and Pre Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout NTT DATA unless limited as specified in Memorandum of Understanding #4 - Priority Placement and Employment Equity. ~~Postings shall be posted internally for a period of 10 days before internal/external posting.~~
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of six months from the establishment of the list. Eligibility lists when established will be provided to the JUM committee.
- (c) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days. Such postings will normally be limited to the geographic area with the exception of positions where the work can be performed remotely.
- (d) for the purpose of this clause "*geographic area*" shall mean that area from which persons could reasonably be expected to commute.
- (e) Notices shall be posted at least 10 calendar days prior to the closing date of the competition, except as provided for in Clauses 12.11, 12.12, 12.13 and Article 13 - Layoff and Recall.
- (f) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two years at the previous location. The closing date of the competition shall determine eligibility. The employer panel may waive this restriction with the approval of the applicant or designate. This restriction does not apply to redundant employees or to promotions.
- (g) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range and geographic location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (h) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.
- (i) Temporary vacancies of not more than seven months in duration shall be filled by the qualified, senior employee who expresses interest in the position, has satisfactory performance, and who has not been on a temporary assignment in the past 12 months.
- (j) Preference will be given to the internal candidate for all bargaining unit postings.
- (k) The Employer will utilize the temporary assignment process prior to hiring auxiliaries.
- (l) Where there is a delay in the start date of a temporary assignment of less than seven months the provisions of 12.8(d) apply.

### 12.4 Selection Procedures

- (a) Appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the

applicant's education, skills, knowledge, experience, past work performance and years of continuous service with the Employer.

- (b) The weighting of these factors shall be consistently applied within job types within a classification.
- (c) Selection procedures shall also include consideration of years of continuous service, whereby employee applicants will be awarded ~~0.5%~~ **1.0%** of the total competition points for each year of continuous service to a maximum of ~~15%~~ **25%** of the total competition points.
- (d) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates shall be placed on the list in order of their respective point scores.

## ARTICLE 14 – HOURS OF WORK

### 14.2 Work Schedules

- (a) This agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in the agreement and the provisions of this article including the following:
  - (1) **The normal workweek shall be 5/2:**
    - (i) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designate or to the designated employer official whichever is applicable;
  - (3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
  - (4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

**(d) Despite Article 14.2(c), effective six months from the date of the ratification of this Agreement, the Employer and the Union agree that the Employer's designate and the union steward at the local level may agree that work schedules may be arranged as follows (collectively, the "Earned Days Off Schedule"):**

- (1) 35 Hour Work Week:**
  - (i) 5/2 – the workday shall be seven hours**
  - (ii) 5/4 – the workday shall be seven hours and 47 minutes**
  - (iii) 4/4 – the workday shall be eight hours and 45 minutes**

**(2) 37.5 Hour Work Week:**

- (i) 5/2 – the workday shall be seven hours and 30 minutes**
- (ii) 5/4 – the workday shall be eight hours and 20 minutes**
- (iii) 4/4 – the workday shall be nine hours and 23 minutes**

**(e) All requests for an Earned Days of Schedule shall be made in accordance with the Employer's policies. Without limiting anything in the Employer's policies:**

- (1) the Employer's agreement to any Earned Days Off Schedule is subject to operational requirements including the core operating hours of the Employer's client, which are 8:00 am PST to 4:00 pm PST;**
- (2) Seniority will be the deciding factor in the event two employees make a request for the same Earned Days off Schedule;**
- (3) Agreements in respect of any Earned Days Off Schedule will be reduced to writing and will be valid only for the year in which the Agreement is made. For example, an agreement entered into effective January 1 will be valid for 12 months until December 31 and an agreement entered into effective April 15 will be effective for 8.5 months until December 31; and**
- (4) Agreements in respect of an Earned Days off Schedule may only be renewed for 12 months at a time upon the written agreement of the Employer's designate and the union steward at a local level.**
- (5) Agreements shall automatically renew unless the Employer gives the employee written notice by November 30 that it intends to terminate or modify an agreed Earned Days off Schedule. (d) The Employer and the Union shall agree on a list of persons designated as "Hours of Work Umpires" who shall resolve hours of work disputes in accordance with the provisions of the agreement.**

**(ef)** The Employer and the Union shall agree on a list of persons designated as "Hours of Work Umpires" who shall resolve hours of work disputes, **including disputes in respect of an Earned Days off Schedule**, in accordance with the provisions of the agreement.

- (eg)** (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the Principals by a further seven days, in which to bring in a decision.
- (2) The Umpire shall base their decision on work schedule information in the relevant agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with the agreement may be considered.
- (3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (4) In coming to a decision, the Umpire shall abide by the following rules:
  - (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret the agreement except for the provisions of Clauses 14.2(e)(4) and 14.2(f).

(fh) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:

- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
- (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the customer. The onus of proof shall be on the Employer to prove decreased cost;
- (3) consideration shall also be given to employee preferences, fairness and equity.

(gi) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days' notice, providing the length of workday is not increased beyond 10 hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days' notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an umpire's decision.

(hj) Either party may grieve an Hours of Work Umpire decision made pursuant to Clause 14.2 on the grounds that the award contravenes the requirements of Clause 14.2(e) or Clause 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within 14 days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within 14 days of the conclusion of the hearing.

## ARTICLE 16 – OVERTIME

### 16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (2) after 70/75 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Clause 14.12 - Flextime;
- (3) double-time for hours worked in excess of the two hours referred to in (1) above;
- (4) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (3) is to be on a daily basis. Overtime periods are not cumulative. The overtime rules are applied to each separate overtime period.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and 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 Years when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) 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.

(d) (1) Overtime shall be compensated either in cash or time off, or a combination of both, at the employees option as follows:

(i) if the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.

(ii) at the end of each pay period the employee shall indicate to the designated employer representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.

(2) Overtime amounts in excess of 15 hours will be paid out semi-annually, based on the total overtime accumulated to the end of the pay period during which the quarter end occurs. Such overtime will be paid at the end of the following pay period. Any balance remaining as of the last full pay period of the calendar year **may be used by the employee as compensatory time off in the following calendar year and any balance remaining as of the last full pay period of the following calendar year** will be paid to the employee on the last pay period in January of the next calendar year. An employee may request their CTO bank to be paid out and it shall be paid within the next two pay periods.

## ARTICLE 17 – PAID HOLIDAYS

### 17.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	<b>National Day for Truth and Reconciliation</b>
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

(b) Any other day proclaimed as a holiday by the federal or provincial governments shall also be a paid holiday.

## ARTICLE 20 – SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

(a) In the case of death in the immediate family an employee not on leave of absence without pay, except where the employee has taken unpaid leave to attend the terminally ill family member and is not in receipt of Employment Insurance Benefits, shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.

(b) Immediate family is defined as **the spouse, child, foster child, parent, guardian, sibling, grandchild or grandparent of an employee, the child, parent, or sibling of an employee's spouse, and any person who lives with an employee as a member of the employee's family** ~~an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, stepchildren, stepparents, foster children, foster parents, employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.~~

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

(d) Where established, ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

### 20.12 Leave for Medical and Dental Care

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$500 **\$750** per calendar year

### 20.20 Leave Respecting Death of Child

**An employee is entitled to "Leave respecting death of child" under and in accordance with the British Columbia Employment Standards Act, as amended.**

### 20.22 Cultural Leave for Indigenous Employees (NEW)

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

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

**20.23 Leave respecting domestic or sexual violence**

**An employee is entitled to “Leave respecting domestic or sexual violence” under and in accordance with the British Columbia *Employment Standards Act*, as amended.**

**ARTICLE 23 – TECHNOLOGICAL CHANGE****23.2**

(a) The Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days’ notice of a technological change.

for the purpose of defining technological change, the following will apply:

- (1) The introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind, undertaking or business, or
- (2) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, or
- (3) Any change that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

(b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 28, shall meet to consult on the impact of the proposed change.

(c) The written notice will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the Employer plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

**(d) Among other things, and without limiting Article 23.2(e)(1) or 28.4(c), the Joint Committee established under Article 28 will consider the extent to which the employer can utilize members of the bargaining unit when implementing a technological change and will make recommendations to the Employer regarding the same.**

~~(d)~~ (e) Where notice of technological change has been given pursuant to Clause 23.2:

- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 Layoff and Recall.
- (2) ~~to~~ To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the geographic location in which the

change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 - Layoff and Recall or Article 30 - Auxiliary Employees, as appropriate.

## ARTICLE 25 – HEALTH AND WELFARE

### Extended Health Care Benefits

Calendar Year Deductible for All Other Extended Health Care Expenses Employee	\$35 to Drug Portion Only
Calendar Year Deductible for All Other Extended Health Care Expenses Employee With Dependents	\$35 to Drug Portion Only
<i>Premier Drug formulary</i>	Generic Equivalent Unless Physician Specifies No Substitute
	Pharmacy Dispensing Fees Exceeding <del>\$7.60 Per Prescription Not Covered</del> <b>\$10.00</b>
Out of Canada and Extended Health Care combined lifetime maximum	\$125,000
Termination Age	70

### Coverage/Co-Coverage Level

Hospital Expenses	80%
Emergency Out of Canada expenses	100%
Out-of-Canada Referral	80%
Vision Care Expenses	100%
Pay-Direct Card Expenses	100%
Therapeutic Equipment	80%
Prescription Drugs	80% of The 1 <sup>st</sup> \$1,000/Year Per Covered Person, 100% Thereafter
Emergency out of Canada Maximum	<del>\$125,000 (Lifetime)</del> <b>\$500,000 (Lifetime)</b>

### Extended Health Care Benefit Maximums (yearly)

Hospital accommodation	Semi-Private Or Private
Convalescent Hospital	180 Days
Home Nursing Care	Unlimited
Massage/Physiotherapy/Chiropractor/ <b>Kinesiologist</b>	\$1750 Combined
Podiatrist	\$300
Psychologist	\$500 Per Family
Physiotherapist	\$300
Acupuncturist/Homeopath/Naturopath	\$600 Combined

**Vision Care**

Adult Examination \$100 Per Year =&gt;19 Years

**Children (< 19) Examination** **The cost of the examination less the amount covered by the B.C. Medical Services Plan to a maximum of \$100 Per Year**

Prescription Eye-Wear (Employees) \$500 Per 24 Months

Prescription Eye-Wear (Spouse and Children =&gt;19) \$400 Per 24 Months

Prescription Eye-Wear (Dependent Children &lt;19) \$400 Per 24 Months

Laser Eye Surgery Covered Under Prescription Eye-Wear

Diabetic Supplies Unlimited

Custom Orthopedic Shoes \$400

Special Foot Orthotics Included With Custom Orthopedic Shoes

Prescription Anti-Smoking Aids \$300 Per Lifetime

Fertility Drugs Maximum lifetime amount of \$5,000

Hearing Aids \$700 Per 48 Months (Adults). \$700 Per 24 Months (Children &lt;19)

Hair Pieces \$500 Per 24 Months

Breast Prosthetics \$1,000 Per 12 Months

Surgical Support Stockings \$200 Per Year

Prostate Serum Antigen (PSA) Test One Test Per Year

Therapeutic Equipment Unlimited for Listed Items

Survivor Benefit for Dependents 1 year

Termination Age 70

**Dental**

Co-coverage Level 1 (Basic) 100%

Co-coverage Level 2 (Endo &amp; Perio) 100%

Co-coverage Level 3 (Major Restore) 65%

Co-coverage Level 4 (Orthodontic) 55%

Level 1 Maximum Unlimited

Level 2 Maximum Unlimited

Level 3 Maximum Unlimited

Level 4 Maximum \$5,000 Lifetime

Dental Fee Guide for General Practitioners Current Year With Caveats

Recall Exams for &lt;19 Years Every 6 Months

Recall Exams for &gt;19 Years Every 6 Months

Fluoride Treatment for &lt;19 years Every 6 Months

Fluoride Treatment for &gt;19 years Every 6 Months

Complete Dental Examination Once Every 36 Months

Bitewing X-rays Four Per 6 Month Period

Full Mouth / Complete X-ray Once Per 36 Months

Periodontic Scaling 1 Per 9 Month Period

Root Planning 6 Units Per 9 Months

Occlusal Equilibration	6 Units Per 9 Months
Missing tooth Limitation	Bridges
Continuation of Coverage Benefit	Approved LOA Maximum of 24 for Education. 12 if Deferred Salary Leave

## ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

### 26.8 Vehicle Allowances

Vehicle allowances for all distances travelled on employer business shall be paid to employees. Only when the employee is required by the Employer to have their vehicle at work for use in the performance of their duties will an allowance be paid to cover the distance, to a maximum of 32 kilometres, to and from the employee's place of residence.

Vehicle allowance shall be: ~~Effective January 1, 2021, 59¢ per km~~ **paid in accordance with the annual prescribed CRA rate.**

### 26.9 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal	Effective <del>Sept. 16, 2021</del> <b>2024 Tax Year</b>
Breakfast	<del>\$16</del> <b>\$18</b>
Lunch	<del>\$20</del> <b>\$21</b>
Dinner	<del>\$28</del> <b>\$30</b>

## ARTICLE 30 – AUXILIARY EMPLOYEES

### 30.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months; **or**
- (d) they are unavailable for, or decline, four offers of re-employment as provided in Clause 30.5 Layoff and Recall; or
- (e) ~~they become a regular employee with the exception of 11.1(e).~~

**ARTICLE 35 - TERM OF AGREEMENT****35.1 Duration**

This agreement shall be binding and remain in effect to midnight ~~December 31, 2024~~ **December 31, 2027**.

**35.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after ~~October 1, 2024~~ **October 1, 2027**, but in any event not later than midnight, ~~October 31, 2024~~ **October 1, 2027**.

(b) Where no notice is given by either party prior to ~~October 31, 2024~~ **October 1, 2027**, both parties shall be deemed to have given notice under this clause on ~~October 31, 2024~~ **October 1, 2027**, and thereupon Clause 35.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by NTT DATA.

**35.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**35.4 Change in Agreement**

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

**35.5 Agreement to Continue in force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**35.6 Effective Date of Agreement**

(a) The parties agree that the ~~second~~ **third** collective agreement remains in full force and effect until ~~December 31, 2024~~ **December 31, 2027**.

**ARTICLE XX – MINIMUM WAGE**

**Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.**

**APPENDIX 2A  
Salary Grid**

Term of agreement - Effective from ~~January 1, 2021 to December 31, 2024~~ **January 1, 2025 to December 31, 2027**.

~~January 1, 2021~~ **January 1, 2025** a base rate increase of ~~1%~~ **4%**.

~~January 1, 2022~~ **January 1, 2026** a base rate increase of ~~1.5%~~ **4%**.

~~January 1, 2023~~ **January 1, 2027** a base rate increase of ~~1.5%~~ **3%**.

January 1, 2024 a base rate increase of 3.75%.

All active employees as at the date of ratification will receive a one-time signing bonus of \$250.

## **MEMORANDUM OF AGREEMENT 2**

### **Definition of Emergency**

The parties have defined “*emergency*” in 10.a of the Definitions to this agreement.

The parties agree:

1) Any reference to “*emergency*”, “*emergency nature*”, “*emergency conditions*”, “*emergency situations*” or “*extreme emergency*” in this agreement shall be a reference to “*emergency*” as defined in 10.a of the Definitions to this agreement;

2) Despite the foregoing, any reference to “*emergency*” in:

a) article 20.2(a)(4) (Special Leave);

b) article 20.11 (General Leave);

c) article 20.14 (Emergency Service Leave);

d) article 25 (Health and Welfare);

e) article 30.12 (Eligibility Requirements for Benefits); and the

f) PITA Memorandum of Agreement,

will not be a reference to emergency as defined in 10.a of the Definitions to this agreement. When “*emergency*” is used in articles 20.2(a)(4), 20.11, 20.14, 25, 30.12 and the PITA Memorandum of Agreement “*emergency*” shall have the meaning dictated by the context of those provisions.