

**Memorandum of Settlement**

**for the**

**FIFTEENTH MASTER AND SUBSIDIARY AGREEMENTS**

**between the**

**GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**BC PUBLIC SERVICE AGENCY**

**and the**

**PROFESSIONAL EMPLOYEES ASSOCIATION (PEA)**

(CONSEQUENTIAL AMENDMENT FROM 5.02)

## **2.02 Bargaining Agent Recognition/No Other Agreement**

(b) No Other Agreement (renumbered as appropriate)

No agreement with any individual employee or other organization shall supersede or contravene the terms of this Agreement, and, ~~except in the case of "project employees" stipulated in Clause 5.02 of this Agreement,~~ no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

Letter

Dear Scott McCannell,

RE: Workload

The Parties acknowledge that from time to time there may be workload issues in the workplace. Employees are encouraged to raise these issues with their immediate supervisor and seek a resolution at that level. Should the employee continue to experience difficulty with the workload, or the response doesn't relieve the workload sufficiently, then the employee may raise the matter with the next levels of management. The employee may seek the support of a local representative or a staff representative at any stage of the process. Should the issues continue to be unresolved, the Employee Relations Division of the BC Public Service Agency and the PEA will endeavour to assist resolution of the issues.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist

## **2.09 (previously referred to in PEA proposals as 2.12) Correspondence (NEW)**

**(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to Executive Director of the Union or their designate.**

**(b) The Employer agrees that a copy of relevant correspondence between the Employer or ministry official and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of this agreement as it applies to that employee, shall be forwarded to the Executive Director of the Union or their designate.**

**(c) This does not cover regular operational correspondence between an employee and the employer but it does cover the following:**

- **Letters documenting formal performance and attendance meetings**
- **Letters of reprimand**
- **Sick leave and benefits letters**
- **Communication after a complaint has been filed when an employee invokes their right to union representation**
- **Offer letters to existing employees**

Letter

Dear Scott McCannell:

Further to discussion during bargaining regarding the provision of correspondence to the PEA, the Parties acknowledge that the BC Public Service Agency does not control or issue correspondence to employees. When advice is sought from a Ministry, the BC Public Service Agency will provide templates and advice to managers about correspondence. Templates will include a “cc” to the PEA.

As part of the education process following ratification of the 15<sup>th</sup> Master Agreement, the Employer will specifically mention this addition to the Collective Agreement in an effort to ensure managers forward this correspondence to the PEA. However, both Parties understand that this will be a matter of ongoing education over time to meet the terms of the Collective Agreement.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

The Employer agrees, in accordance with the *Public Service Labour Relations Act*, to deduct from the salary of each employee, membership dues in the Union in the amount specified by the Union, and to forward to the Union the total amount of such dues or fees collected with the lists of those employees for whom deductions were made in the month concerned, together with a supplementary list of those employees within the bargaining unit for whom a deduction was not made.

The Employer shall supply each employee without charge a statement for income tax purposes showing the deductions paid to the Union by the employee in the previous year. Such statements shall be provided to the employee prior to March 1 of the succeeding year.

A report of employees who cease employment or leave the bargaining unit will be provided to the Union on a quarterly basis.

## ARTICLE 5 - NEW EMPLOYEES

### 5.02 Project Employees *(delete existing 5.02 and replace with this new 5.02)*

“Project Employee” applies to two categories:

1. A regular employee who participates in a particular area of work not part of the regular activity of their base position for an extended period of time and whose project employee status will terminate upon completion of the project.
2. A new hire employee who joins the Public Service solely to participate in a particular area of work which is not part of the regular activity of the Public Service and whose employment will terminate upon completion of the project.
3. For regular employees participating in project work:
  - a) Such arrangements shall require the Union’s agreement before signature, and shall not exceed two years in duration. Extension shall be subject to mutual agreement between the parties.
  - b) Employees expressing interest and accepted for project work under this clause are not eligible for relocation expenses, except by mutual agreement of the parties.
  - c) When a regular employee becomes a "project employee", the employee shall be deemed to be on leave of absence without pay from the employee's regular position until termination of the project, except that the employee shall continue to accumulate service seniority during the project.
  - d) The Employee or Employer may terminate the Project Employment upon giving 30 days written notice to the other Party. Upon termination of the project the employee shall return to the employee's regular position. Upon return, the terms and conditions of employment and salary rate shall be those applicable to their base salary.
  - e) In the event that an employee’s regular position in (d) has been eliminated their placement will be made in accordance with Article 37.
4. For employees hired from outside Public Service specifically to do project work:
  - a) Project employees will be engaged for projects of 12 to 24 months’ duration. Where a project employee is retained beyond the 24 month maximum, they will be deemed a regular employee from their initial date of hire.

- b) Project employees' terms and conditions of employment shall be those applicable to regular employees under this agreement except as provided in this Article. In-service status shall not apply except as provided pursuant to (c) below.**
- c) At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the PEA Agreement following severance, except that in service status will apply for the six months following. A project employee shall re-pay severance if re-employed or contracted during the period equivalent to the severance pay.**
- d) Projects for which these employees may be hired shall be as mutually agreed by the Parties, or their designates, within five workdays of request, where possible, but no later than 10 workdays.**
- e) The Employer will provide copies of appointment letters, including the names of project employees and duration of the project, to the Union.**

\* Consequential Amendment: Delete definition of "Project Employee" from Appendix A of the Master and Subsidiary Agreements.

## **ARTICLE 5 – NEW EMPLOYEES**

### **5.03 Orientation of New employees (NEW)**

**(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.**

**(b) A new employee shall also be provided with:**

- (1) the name, location and work telephone number of the local representative of the union; and**
- (2) an authorization form for union dues check-off.**

**(c) Upon request, the local representative shall be advised of the name, location and work telephone number of the new employee.**

**(d) The local representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment. The interview will be conducted by phone when the local representative is located in a different geographic location than the new employee.**

**(e) The Union will provide ministries with an up-to-date list of local representatives' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.**

## **ARTICLE 10 - DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION**

### **10.04 Personnel File (NEW)**

**An employee, or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), electronic and, if applicable, paper. The employee or designate, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Where files will be sent electronically to an employee, they will be sent through the government email system, or at the employee's request, to their union designate.**

## **ARTICLE 12 – SERVICE CAREER POLICY**

### **12.01 Union Observer on Selection Panels**

**The Executive Director of the Union or a designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The employer agrees to give reasonable notice, wherever possible, of the dates of the interview to the union.** The observer shall be a disinterested party. This Article shall not apply to excluded positions.

**12.03 Selection Procedures** *(move existing 12.03 to 12.04 and move all other subsequent clauses Article 12 to the next highest number)*

- (a) Appointments to and from within the Public Service 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 in the Public Service.**
- (b) The assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within a particular competition.**
- (c) Selection procedures shall also include consideration of years of continuous service in the Public Service, ie., 0.5% of total competition points for each year of continuous service and to a maximum of 10% of total competition points (maximum of 20 years).**

- (d) Where an eligibility list has been established, qualified candidates shall be placed on the eligibility list in order of their respective scores.

**ARTICLE 17 –SHIFT WORK PROVISIONS FOR REGULAR PART-TIME  
EMPLOYEES AND AUXILIARY EMPLOYEES**

**17.02 Shift Premium for Full-Time Employees**

(a) Where a shift is regularly scheduled to start between 4:30 a.m. and 10:59 a.m. inclusive, no shift premium is payable.

(b) Where a shift is regularly scheduled to start between 11:00 a.m. and 1:59 p.m. inclusive, a shift premium of \$1.35, per hour shall be paid for all hours worked after 2:00 p.m. **Effective April 1, 2016 it shall be \$1.40 per hour.**

(c) Where a shift is regularly scheduled to start between 2:00 p.m. and 8:59 p.m. inclusive, a shift premium of \$1.35 per hour shall be paid for all hours worked **Effective April 1, 2016 it shall be \$1.40 per hour.**

(d) Where a shift is regularly scheduled to start between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of \$1.45 per hour shall be paid for all hours worked. **Effective April 1, 2016 it shall be \$1.50 per hour.**

**17.03 Shift Premium for Part-Time Employees**

(a) Where more than one-half of a shift is regularly scheduled between 6:00 p.m. and 6:00 a.m. inclusive, a shift premium of \$1.35 per hour shall be paid for all hours worked. **Effective April 1, 2016 it shall be \$1.40 per hour.**

(b) Where a shift is regularly scheduled to start between 10:00 p.m. and 2:00 a.m. inclusive, a shift premium of \$1.45 per hour shall be paid for all hours worked. **Effective April 1, 2016 it shall be \$1.50 per hour.**

**17.04 Overtime and Shift Premium**

(a) Where a shift premium is payable for a shift, the same premium shall apply to all overtime hours worked adjoining that shift.

(b) Where an employee is called out between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of \$1.25 per hour for all hours worked between 9:00 p.m. and 4:29 a.m. inclusive will apply. **Effective April 1, 2016 it shall be \$1.50 per hour.**

## ARTICLE 24 – SPECIAL AND OTHER LEAVES

### 24.14 Leave for Medical and Dental Care (NEW)

**Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full time of absence shall be charged to General Leave (24.08), followed by OSS (Art 15) or Annual Vacation (Art 21).**

**Medical, dental and/or registered midwife appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.**

Letter

January 20, 2015

Scott McCannell  
Executive Director  
Professional Employees Association  
505 – 1207 Douglas Street  
Victoria, BC V8W 2E7

Dear Mr. McCannell,

**Re: Professional Training**

With regard to Article 25.02 (d), the Employer provides this letter to clarify its position regarding maintenance of professional designations through ongoing education requirements.

In situations where continuing professional development is a requirement of a position, or required to ensure ongoing professional designation required by the position, the Employer commits to providing support in terms of funding and providing leaves with pay in accordance with Article 25.02(d). To be clear, the Employer reserves the right to determine the appropriate venue and means in achieving this training.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist



## ARTICLE 31 – WORK CLOTHING

- (d) Regular employees who are required by the Worksafe BC OH&S Regulations or the Employer to wear caulk boots or safety-toe footwear shall be entitled to be reimbursed for:
- (i) safety-toe footwear: up to \$133.50 once every two years effective date of ratification, upon production of a receipt; **and effective April 1, 2016, \$136.50 biennially upon production of a receipt; and effective April 1, 2018, \$140.95 biennially upon production of a receipt; and**
  - (ii) caulk boots: up to \$185 once every two years effective date of ratification, upon production of a receipt; **and effective April 1, 2016, \$189.85 biennially upon production of a receipt; and effective April 1, 2018, \$195.35.**

Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.

## ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES

### 32.03(c) Increment Deferral - Leaves of Absence

Any leaves of absence without pay, other than maternity, adoption, parental or education leave for more than 30 days which occurs prior to an employee's increment anniversary date will defer the increment and the employee's anniversary (increment) date will be adjusted by a time period equivalent to the period of the leave of absence. This amended date will become the employee's new anniversary date for increment purposes. **While employees are on maternity, adoption or parental leave they shall be entitled to all increment step raises under 32.03 (a) that they would have been otherwise entitled to had they been at work.**

Note: This is consistent with the previous practice.

### 32.04 Salary on Promotion or Position Reclassification

**Effective March 31, 2019, ~~When~~** an employee obtains a position of higher classification through obtaining professional certification, promotion, or position reclassification, the employee will receive, **at a minimum, not less than either the step which is nearest to 8% above the employee's former salary or the minimum salary of the new range, whichever is greater, but not above the maximum step of the range for the new position.**

**32.06 Travel and Relocation Expenses**

(ii) The following rates shall apply:

<u>Meal Allowances</u>	Current Rate	<u>April 1, 2016</u>	<u>April 1, 2018</u>
Breakfast	\$11.75	<u>\$12.00</u>	<u>\$12.00</u>
Lunch	\$13.50	<u>\$13.80</u>	<u>\$14.00</u>
Dinner	\$22.75	<u>\$23.25</u>	<u>\$24.00</u>

Vehicle Allowances

Effective April 1, 2013.....	\$0.52 per km
<b>Effective April 1, 2016</b>	<b><u>\$0.53 per km</u></b>
<b>Effective April 1, 2018</b>	<b><u>\$0.54 per km</u></b>

**32.15 Occupational First Aid Requirements**

(b) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

Level 3 Occupational First Aid Certificate \$55  
**Effective April 1, 2016 -~~\$56~~** -per biweekly period  
**Effective April 1, 2018 -~~\$58~~** -per biweekly period

Level 2 Occupational First Aid Certificate \$43  
**Effective April 1, 2016 -~~\$44~~** -per biweekly period  
**Effective April 1, 2018 -~~\$45~~** -per biweekly period

**32.18 Medical/Dental Travel Allowance**

(a) Employees in areas where adequate medical and dental facilities are not available may have to travel to the nearest medical center to receive medical and dental care for the employee, their spouse, dependent child or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Employees who are on leave as a result of the foregoing circumstances shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$500 per calendar year.

(b) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

(c) **An employee otherwise entitled to leave pursuant to 24.14 who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.**

**(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.**

**(e) Where leave pursuant to 24.14 above would be reduced, the Employer may approve airfare payment for the employee in lieu of the eligible reimbursement amount in (a) above, once per calendar year.**

## **ARTICLE 35 – AUXILIARY EMPLOYEES**

### **35.06 Health and Welfare**

(a) In lieu of health and welfare benefits, auxiliary employees not designated as Group "A" as defined in Clause 35.10(a) shall receive compensation of 70¢, per working hour to a maximum of \$49.00 per bi-weekly pay period; **and effective April 1, 2016, 72¢ per working hour to a maximum of \$50.40 per bi-weekly pay period; and effective April 1, 2018, 74¢ per working hour to a maximum of \$51.80 per bi-weekly pay period.** When an employee becomes eligible for Group "A" the compensation in lieu shall cease.

## **ARTICLE 36 - GENERAL**

### **36.07 Transfer of Employees Out of the Bargaining Unit**

When the parties are made aware that employees will be transferred out of the Public Service bargaining unit to a corporation, board, agency, or commission, a joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in Government for a period of two years from the effective date of the transfer. **This provision applies where coverage of the Employer in the Public Service Act is revoked by Order-in-Council or legislation.** This Clause does not cover secondment of employees.

### **36.11 Private Vehicle and Personal Property Damage**

Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$150 **April 1, 2016 - \$153; and April 1 2018 - \$158**, the replacement costs or personal deductible insurance, provided such personal possession(s) is/are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.

### **36.13 Misuse of Managerial/Supervisory Authority**

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor

does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or the Union does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

#### ~~Procedures~~ *Process*

(a) If there is ~~an allegation~~ **a complaint** of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence.

~~The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a local representative present during these discussions.~~

**The complaint will be in writing and will provide full particulars of the allegation including:**

- **the name(s) of individual(s) involved; and**
- **the specific actions and dates of the alleged misuse of managerial/supervisory authority; and**
- **names of witnesses; and**
- **an explanation as to why it should be considered misuse of authority; and**
- **an outline of the steps which have been taken to resolve the matter.**

#### *Investigation*

**The supervisor/manager will conduct an investigation within 30 days of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint. The employee(s) directly involved may have a steward present during these discussions.**

(b) ~~If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:~~

- ~~• the name(s) of individual(s) involved, and~~
- ~~• the specific actions and dates of the alleged misuse of managerial/supervisory authority, and~~
- ~~• names of witnesses, and~~
- ~~• an explanation as to why it should be considered misuse of authority, and~~
- ~~• the remedy sought, and~~

• an outline of the steps which have been taken to resolve the matter in (a) above.  
These particulars will form the basis of the Deputy Minister's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Deputy Minister shall provide the respondent with a copy of the complaint.

(c) The Deputy Minister or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Deputy Minister.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the Deputy Minister's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.

The referral to the panel will include the written statement presented at step (b) above and the Deputy Minister's response.

The Joint Mediation/Arbitration Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this Clause. The panel will review the written statement and the Deputy Minister's response prior to setting the case down for hearing to determine if there is a basis for the complaint. If there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.

Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (i) make findings of fact;
- (ii) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (iii) attempt to mediate a resolve;
- (iv) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

(e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(f) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

(g) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

### ***Referral to Panel***

**The Panel will be comprised of one member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.**

**If the response is not acceptable to the complainant or the respondent, the Union may refer the matter, in writing, to the Panel within 30 days of the Employer's response being issued.**

**The Panel will review the complaint and the Employer's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the Panel will dismiss the case.**

**Where the Panel determines there is sufficient reason to conduct a mediation/arbitration hearing, the Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.**

**Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel will set its own process and may:**

- (1) make findings of fact;**
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;**
- (3) attempt to mediate a resolve;**
- (4) dismiss the complaint.**

**The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.**

**The Panel shall be seized with any grievance(s) filed which pertain to the misuse of managerial/supervisory authority complaints.**

**Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.**

## **ARTICLE 37 – LAYOFF AND RECALL**

**The parties recognize that due to the changing needs and requirements of society and to the provision of service to the public, position classifications and positions may be added, or deleted from time to time.**

### **37.01 Pre-Layoff Canvas and Workforce Adjustments**

- (a) The Employer will supply the Union with as much notice as is reasonably possible when employees are expected to be designated for layoff and will discuss any such expected layoffs with the Union.
- (b) Prior to the layoff of regular employee(s) under Clause 37.02 or 37.03, the Ministry may, within a geographic location, canvass any employee or group of employees within the Ministry to invite:
  - (i) voluntary placement into a vacant regular position within the Ministry;
  - (ii) resignation with severance as provided for in Clause 37.07; or where eligible, early retirement.
- (c) **The timeframe for placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Joint Committee established pursuant to Article 37.08. Such notice will only be issued after consultation with or advice to the Joint Committee.**
- (d) **The Ministry will consult with the Union through the Joint Committee respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Ministry workforce adjustment activities will be guided by the following principles and procedures:**
  - (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.**
  - (2) Ministries must first minimize the impact on their regular employees through the appropriate:**
    - (i) layoff of limited term employees;**
    - (ii) cancellation of contracts for employment agency personnel;**
    - (iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;**
    - (iv) where necessary, layoff of auxiliary employees;**
  - (3) Ministries must exhaust all placement options within their own ministry prior to seeking placement of affected staff in other ministries. This will include lateral transfers and, where necessary, regular employees displacing auxiliary employees performing ongoing work.**
  - (4) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.**
  - (5) Surplus employees will be placed through lateral transfers in their same geographic locations where such vacancies are available.**

**(6) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their same geographic location. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to the joint committee.**

**(7) Acceptance of offers made to employees pursuant to this clause are voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Employer.**

---

Letter

Dear Mr. McCannell,

**MEAL ALLOWANCES**

The Parties agree to continue with subcommittee work to reach agreement on as many positions as possible. Final positions of the Parties where there is not agreement will be submitted on or before December 31, 2015 to Judi Korbin for a binding decision.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist

---

Letter

February 5, 2014

Dear Mr. McCannell,

**Re: Cross Bargaining Unit Complaints**  
***Misuse of Managerial/Supervisory Authority and Bullying in the Workplace***

Subsequent to ratification of the 15<sup>th</sup> Master and Subsidiary Agreements, the parties commit to approaching the BCGEU to negotiate a Letter of Agreement between all three parties (BCPSA, PEA and BCGEU) that would address situations where *Misuse of Managerial/Supervisory Authority and Bullying in the Workplace* complaints involving one or more bargaining unit members from the two unions (PEA and BCGEU). The intention would be to jointly develop a process for the hearing and resolving these cross-bargaining unit complaints.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist



---

Letter

Dear Mr. McCannell,

Re: Rest Periods

This letter is to confirm the employer's interpretation regarding rest periods under Article 13.01 Hours of Work in the PEA Collective Agreement.

Within the 35 average weekly hours, employees are entitled to the equivalent of two 15 minute rest periods per day. Given the flexible nature of PEA work hours, employees may take these breaks on a flexible basis, based on operational considerations. For greater clarity, this letter does not entitle employees to additional compensation and unused daily breaks cannot be banked for future use.

Sincerely

Michael Lancaster  
Senior Labour Relations Specialist

---

Letter

January 20, 2015

Dear Mr. McCannell,

**Re: Classification, Recruitment and Retention Subcommittee**

The PEA has raised concerns about compensation related to recruitment and retention measures that the Parties may wish to discuss. PEA representatives will have an opportunity to present their concerns regarding recruitment, retention, or LSO Job Evaluation Plan issues through meetings which will occur once a year for a total of three times during 2016, 2017 and 2018. The meetings will be comprised of no more than two representatives from the Employer and no more than two representatives from the PEA. Each party will bear its own costs of participation in the committee.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist

---

Letter

January 22, 2015

Dear Mr. McCannell,

**Re: Dual Postings**

A representative of the BC Public Service Agency (BCPSA) will meet with a representative of the PEA on a quarterly basis to discuss Dual Posted positions which have been posted through the BCPSA's recruitment system. The list of positions to be discussed will be provided at least 10 days prior to the meeting. This expires March 31, 2017 unless the parties agree to renew.

The PEA agrees to withdraw its prior grievances on dual postings.

Sincerely,

Michael Lancaster

---

**AD HOC  
MEMORANDA OF AGREEMENT**

Renew the following for the term of the 15<sup>th</sup> Master and Subsidiary Agreements (to remain outside collective agreement).

**MOA dated October 7<sup>th</sup>, 2008 respecting - "Recognition of Prior Vacation Year upon Re-employment".**

**MOA dated January 7<sup>th</sup>, 2008 respecting - "Vacation for Benefited Auxiliary Employees upon Attaining Regular Status".**

**MOA dated December 9, 2009 – Re: Veterinarians**

---

**All Memoranda of Agreement, Letters of Understanding, Appendices and Information Appendices attached to the Collective Agreement without an expiry date shall be considered as renewed. Those with expiry dates will be identified individually and modified accordingly in this document.**

**MEMORANDUM OF AGREEMENT #8  
Re: Alternative Service Delivery**

Renew for the term of the 15<sup>th</sup> Master and Subsidiary Agreements.

**MEMORANDUM OF AGREEMENT #9**  
**Re: Early Retirement Incentive Plan and Voluntary**  
**Departure Program for Privatization**

Renew for the term of the 15<sup>th</sup> Master and Subsidiary Agreements.

**MEMORANDUM OF AGREEMENT #10**  
**Re: Employment Security**

1. During the term of this Memorandum of Agreement the Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in the PEA bargaining unit outlined in Section 4(b) of the Public Service Labour Relations Act who has regular status as of April 1, ~~2012~~. **2013. Such employees are grand-parented with the provisions of this memorandum.**

*NOTE: The parties agree that where an employee is salary protected due to workforce adjustment and a future workforce adjustment becomes necessary, "comparable" shall be based on four grid levels below the employee's current protected salary.*

2. This Memorandum does not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.
3. In order for the Employer to satisfy the provision of point 1 above, the Union recognizes that workforce adjustment activity will be necessary whether due to reorganization, program termination, relocation, closures, etc.
4. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment (and following the application of Clause 37.01), it is agreed that:
  - (a)** A regular employee with less than 3 years service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
  - (b)** A regular employee with 3 or more years service seniority who refuses an offer of continued employment at the same classification level and same geographic location will be deemed to have resigned.
  - (c)** A regular employee with 3 or more years service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) in the same geographic location, will be deemed to have resigned with applicable severance pay.
  - (d)** A regular employee with 3 or more years service seniority who refuses two job offers in a different geographic location or with a comparable pay range will be deemed to have resigned with applicable severance pay.

**Where a regular employee with three or more years' service seniority refuses one job offer in their same geographic location pursuant to (c) above or refuses their final job offer pursuant to (d) above in their same geographic location, the number of weeks of severance pay shall be reduced by an amount equivalent to the number of weeks the employee has remained on pay after expiry of the six week notice period in 37.03(a).**

5. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 37.
6. Greater than 3 year regulars are entitled to displace less than 3 year regulars pursuant to Article 37. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this Memorandum and Clause 37.03 shall apply. Less than 3 year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
7. Regular employees with more than three years service seniority who are placed pursuant to this Memorandum shall have their salary protected pursuant to Clause 32.12 of the Master Agreement.
- 8. It is understood that if an employee is impacted in subsequent layoffs/workforce adjustment within a three year period that their original headquarters remains the same unless they have relocated. An employee intending to rely on this provision must advise the employer within 30 days of receiving a job offer.**
- ~~8.~~ **9.** The Chairperson of the Article 37 Joint Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of this Memorandum of Agreement after the Parties have reviewed and attempted to resolve the dispute.
- ~~9.~~ **10.** The provisions of Article 37 shall be subject to the provisions of this Memorandum of Agreement.
- ~~10.~~ **11.** This Memorandum remains in force and effect for the term of the ~~14th~~ **15th** Master and Subsidiary Agreement.

Renew for the term of the 15<sup>th</sup> Master and Subsidiary Agreements.

**MEMORANDUM OF AGREEMENT #11**  
**Re: Recruitment and Retention Adjustments**

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

Recruitment and retention adjustments(s) (RRA) subject to this Memorandum are guided by the following:

1. Positions identified to receive a RRA may include specialized and/or unique positions that are not part of a larger generic group; or the recruitment challenge can be directly linked to the geographic location of the work.
2. The RRA is not considered as base pay, but is pensionable.
3. An eligible employee in receipt of salary protection pursuant to Clause 32.12 will have the RRA reduced by the corresponding amount of salary protection.
4. Except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a RRA will continue to receive the RRA should it be discontinued pursuant to #5 below so long as they remain in the position and the principle duties of the position remain unchanged.
5. Any RRA is subject to mutual agreement between the Bargaining Principals and expires the day preceding the expiry of the **Fifteenth** Master and Subsidiary Agreements except that the Employer may terminate the payment of any RRA with 60 days' notice to the Union. Except as provided in #4 above, payment of the RRA will cease on the expiry or termination date.

The parties agree to recruitment and retention adjustments as per the attached Appendix A to expire in accordance with #5 above.

*Note: For the purposes of this Memorandum, references to Ministries include all Agencies, Boards and Commissions that are subject to the **Fifteenth** Master and Subsidiary Agreements.*

Renew for the term of the 15<sup>th</sup> Master and Subsidiary Agreements.

**APPENDIX A to MOU  
Re: Recruitment and Retention Adjustments**

Position / Classification	RRA %
LSO 3 Engineer (DPE)	4.4%
<b><u>Effective April 1, 2017</u></b>	<b><u>5.5%</u></b>
LSO 4 Engineer (DPE)	4.4%
<b><u>Effective April 1, 2016</u></b>	<b><u>5.5%</u></b>
LSO 5 Engineer (DPE)	4.4%
<b><u>Effective April 1, 2014</u></b>	<b><u>5.5%</u></b>

Position / Classification	RRA %
LSO 3 Petroleum Engineer - EMPR (DPE)	40%*
LSO 4 Petroleum Engineer - EMPR (DPE)	40%*
LSO 5 Petroleum Engineer - EMPR (DPE)	40%*
LSO 3 Petroleum Geologist - EMPR (DPG)	7%
LSO 4 Petroleum Geologist - EMPR (DPG)	7%
LSO 5 Petroleum Geologist - EMPR (DPG)	7%
Pharmacist 2	3%
Pharmacist 3	3%
Pharmacist 4	3%

\* up to 40%, applied consistently

---

**MEMORANDUM OF AGREEMENT (NEW)**  
**Re: Bullying in the Workplace**

**(a) Employees have the right to work in an environment free from bullying and the parties agree that there is a need to take responsible action to prevent bullying and whenever they become aware of such behaviour, put a stop to it. Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.**

**(b) (1) Where a complaint of bullying between peers is brought to the attention of the Employer, within 30 days of the most recent alleged occurrence, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to remedy the complaint. Details of the complaint will be provided to the respondent. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation. For the purpose of this memorandum of understanding "peers" refers to employees who are not in a reporting relationship where one employee is supervised by the other.**

**(2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the excluded manager with**

**jurisdiction for the worksite within 21 days of having received notification or resolution referenced in (b)(1). The excluded manager will investigate this matter and, if substantiated, take appropriate action within 30 days to resolve the complaint.**

**(3) A steward may be utilized to assist members at any point in this procedure.**

***Referral to MOA (New) Panel***

**If the disposition of the complaint is still disputed by either employee, the Union may refer the matter, in writing, to the Panel within 21 days.**

**The Panel will be comprised of one member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.**

**The Panel will review the matter and may make a decision. If the Panel determines that there is no basis for the complaint or there are insufficient particulars, the Panel will dismiss the case.**

**Where the Panel determines there is sufficient reason to conduct a mediation/arbitration hearing, the Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.**

**Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel will set its own process and may:**

- (1) make findings of fact;**
- (2) decide if, on the facts, if bullying has occurred;**
- (3) attempt to mediate a resolve;**
- (4) dismiss the complaint.**

**The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.**

**The Panel shall be seized with any grievance(s) filed which pertain to the bullying complaint.**

**Clauses 1.09 and 36.13 of the Master and Subsidiary Agreements do not apply to this process.**

**This memorandum remains in force and effect for the term of the 15th Master Agreement.**

---

**INFORMATION APPENDIX B**  
**Board and Lodging and Relocation Expenses**  
**and Travel Expenses**

**PART I**  
**BOARD AND LODGING REGULATIONS**  
(Reimbursable Linked)

(e) Per diem living allowance:

3. Where employees are entitled, the per diem living allowance will be \$36.50, **effective April 1, 2016 - \$38.50, effective April 1, 2018 \$40.50** per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

**PART II**  
**RELOCATION EXPENSES**

**2.10 Real Estate and Legal Fees**

On relocation, or within one year of the effective date of relocation, an employee who purchases and/or sells a private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees, to a maximum of \$8,500 effective April 1, 2001, **effective April 1, 2016 - \$8,700, effective April 1, 2018 - \$8,900**, charged by a real estate agency for the selling of the employee's private dwelling home in which the employee resided immediately prior to relocation.
- (b) An employee, who has sold a private dwelling house without the aid of a realtor, shall be entitled to claim \$2,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of a private dwelling house in which the employee lives after relocation will be paid in accordance with the following:
  - 1% of the first \$50,000 of the purchase price.
  - .5% of any amount of the purchase price above \$50,000.
  - the total cost to the Employer under part (c) shall not exceed \$1,000, **effective April 1, 2016 -- \$1,025; and effective April 1, 2018 - \$1,050.**

---

**\*APPENDIX D - SENIORITY BLOCKS**

**1. Ministry of Agriculture**



Agriculture

- by licensed profession, by geographic location, as follows:

Agricultural Engineers (Bio-Resources)

Agrologists

Animal Science

Economics

Entomology

Food Science

Plant Pathology

Plant Science

Soils Science

Engineers

Foresters

Geoscientists

Veterinary Science

**2. Ministry of Aboriginal Relations and Reconciliation**

For employees classified as LSO1 to 5 (Licensed Science Officer) in Appendix A:

- By geographic location

**3. ~~B.C. Mental Health and Addiction Services~~**

**~~Riverview Hospital~~**

~~— by licensed profession, by geographic location, as follows:~~

~~Dentists~~

~~Pharmacists~~

~~Physiotherapists~~

~~Psychologists~~

**4. Ministry of Children and Family Development**

- by licensed profession, by geographic location, as follows:

Psychologists

**5. Ministry of Community Sport and Cultural Development**

- by licensed profession, by geographic location, as follows:

Civil Engineers

**6. ~~Corporate Services Natural Resource Operations~~**

**~~To be considered part of Ministry of Forests, Lands and Natural Resource Operations~~**

7. **Ministry of Energy and Mines and Ministry Responsible for Housing-Core Review**

- by licensed profession, by geographic location, as follows:

Agrologists  
Civil Engineers  
Electrical Engineers  
Geological Engineers/Geoscientists  
    Mineral Geology  
    Petroleum Geology  
Geophysical Engineers  
Mechanical Engineers  
Mining Engineers  
Petroleum Engineers

8. **Ministry of Environment**

- by licensed profession, by geographic location, as follows:

Agricultural Engineers  
Agrologists  
Biomedical Engineers  
Chemical Engineers  
Civil Engineers  
Environmental Engineers  
Foresters  
Geological Engineers  
Geophysical Engineers  
Geoscientists  
Hydrological Engineers  
Hydrological Geologists  
Hydrogeological Engineers  
Mechanical Engineers  
Surveyors  
Veterinarians

9. **~~Forensic Psychiatric Services Commission~~**

- ~~— by licensed profession, by geographic location, as follows:~~

~~Dentists  
Pharmacists  
Physiotherapists  
Psychologists~~

9. **Ministry of Forests, Lands and Natural Resource Operations, including Corporate Services for the Natural Resource Sector**

- by licensed profession, by geographic location, as follows:

Agricultural Engineers  
Agrologists

Electrical Engineers  
\*Civil Engineers  
**Foresters**  
Geological Engineers  
Geophysical Engineers  
Geologists  
Geoscientists  
Hydrological Engineers  
Hydrological Geologists  
Hydrogeological Engineers  
Mechanical Engineers  
Structural Engineers  
Veterinary Specialist

~~Except Foresters, which shall be as follows:~~

~~At Victoria~~

~~By Division~~

~~All Other Geographic Locations~~

~~Research and Knowledge Management~~

**10. Ministry of Health**

- by licensed profession, by geographic location, as follows:

Pharmacists  
Psychologists

**11. Ministry of Jobs, Tourism, and Innovation Skills Training and Minister responsible for Labour**

- by licensed profession, by geographic location, as follows:

\*Foresters

**12. Ministry of Justice**

- by licensed profession, by geographic location, as follows:

Engineers

**13. ~~Ministry of Labour, Citizens' Services and Open Government~~**

- by geographic location, as follows:

Pharmacists  
Forester

**14. ~~Broadmead Care Society~~**

Physiotherapists

**13. Ministry of Natural Gas Development and Ministry Responsible for Housing**

- a. by licensed profession, by geographic location, as follows:

- i. Agrologists

- ii. Civil Engineers
- iii. Electrical Engineers
- iv. Geological Engineers/Geoscientists
  - 1. Mineral Geology
  - 2. Petroleum Geology
- v. Geophysical Engineers
- vi. Mechanical Engineers
- vii. Mining Engineers
- viii. Petroleum Engineers

14. **Ministry of Technology, Innovation and Citizen's Services**  
 - By licensed profession, by geographic location, as follows:  
 Pharmacists

**15. Ministry of Transportation and Infrastructure**

- by licensed profession, by geographic location, as follows:

Civil Engineers  
 Electrical Engineers  
 Geoscientists  
 Geotechnical/Geological/Geophysical Engineers  
 Mechanical Engineers

Structural Engineers

**Memorandum of Agreement #18 (NEW)  
 Long Service Stipend**

**During the 15<sup>th</sup> Master Agreement Employees who have been:**

- a) employed in the BC public service 13 years or more, and**
- b) are at the top of the salary grid for their classification,**

shall be entitled to a long service stipend which shall be an add to pay effective the first pay period following the dates below.

- Effective April 1, 2016                      0.15% of base pay
- Effective April 1, 2017                      0.20% of base pay
- Effective September 1, 2018                0.30% of base pay

- c) The stipend is not considered base pay but is pensionable.**
- d) The stipend percentage paid is tied to the year it is earned, and is not cumulative.**

- e) An eligible employee in receipt of salary protection pursuant to clause 32.12 will have the stipend reduced by the corresponding amount of salary protection.**

---

## **COMPENSATION INCREASES**

Increase rates of pay for salary schedules in Addendum A of the Subsidiary Agreement starting the first pay period after the following dates:

- April 1, 2015                    1.0%
- February 1, 2016                Economic Stability Dividend \*
- April 1, 2016                    .5%
- February 1, 2017                1.0% + Economic Stability Dividend \*
- April 1, 2017                    .5%
- February 1, 2018                1.0% + Economic Stability Dividend \*
- April 1, 2018                    .5%
- February 1, 2019                1.0% + Economic Stability Dividend \*

**Retroactivity will apply to wage increases should ratification go beyond April, 1, 2015**

---

## **Letter of Agreement**

### **Re:    COMPENSATION BARGAINING COMPARABILITY**

1. If the net total compensation increase in the 2014 collective bargain settlement between the HEABC and the NBA exceeds the net total compensation increase in the PEA settlement with the PSA for the corresponding period, wage increases in the PEA collective agreement with the Commission will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the PEA settlement with the PSA is equal to the net total compensation increase of the higher of the NBA settlements.
2. “Net total compensation increase” means in each instance the amount calculated as such by the PSEC Secretariat’s calculation and reported by the Secretariat to the Minister of Finance.
3. For clarity, it is understood that the PSEC Secretariat’s calculation and reporting of a net total compensation increase to the Minister of Finance:
  - a. Will not include wage comparability adjustments, labour market adjustments approved by the PSEC Secretariat or adjustments to include LPNs within the NBA collective agreement; and
  - b. Will be net of the value of any change to their collective agreements which were agreed by the NBA and HEABC to obtain a compensation adjustment.

*Note: This letter of agreement will not be published as part of this Agreement.*

Agreed to:

\_\_\_\_\_  
*For the Association*

\_\_\_\_\_  
*For the Employer*

Date: \_\_\_\_\_

Letter  
January 22, 2015

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell:

**Re: Archived Vacation**

The PEA agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is “archived” and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2014 vacation year.

Administration Information Notes:

- The Employer shall create an email communication on this process to go to all staff in May 2015 and a second reminder in November of 2015.
- Once an employee has logged in and authenticated, he/she will be presented with their respective balance and yes/no option which will create a payroll transaction line once there is a commitment to a year (for a full payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2015.

Sincerely,

Michael Lancaster  
Senior Labour Relations Specialist

---

**TERM OF AGREEMENT**

April 1, 2014 to March 31, 2019

---

**MEMORANDUM OF UNDERSTANDING #1**  
**between the**  
**Government of the Province of British Columbia**  
**as represented by the**  
**BC Public Service Agency**  
**and**  
**Professional Employees Association**

**Re: Economic Stability Dividend**

**Definitions**

1. In this Memorandum of Understanding:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):



- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**LINKED CLAUSES**

The Parties acknowledge that there are a number of benefits set out in the 14<sup>th</sup> Master and Subsidiary Agreements that are linked to equivalent benefits applicable to the majority of unionized employees in the Public Service. **All increases under linked clauses will happen in accordance with those in the BCGEU Master Agreement. This will include the increases to lodging allowance, among others.**

The Parties agree that for the duration of the 15<sup>th</sup> Master and Subsidiary Agreements, a comprehensive listing of linked benefits is as follows:

PEA CLAUSE	TOPIC	BCGEU CLAUSE
22 Information Appendix A	STIIP/LTD	Appendix 4
30.09 (c); Information Appendix F (30.04(c))	Health and Welfare	25
32.06 (d) Information Appendix B & E	Travel & Relocation, Meals/Mileage	27.8/9 & MOU #3
32.07 (a) Information Appendix C	Isolation Allowance	27.10/Appendix 8
32.14 (c) only Information Appendix G (locations only )	Special Vacation Transportation Subsidy	Appendix 6
35.06 (a)	Auxiliary Health & Welfare	31.7

**For the Union**

**For the Employer**

\_\_\_\_\_  
Scott McCannell  
Executive Director, PEA

\_\_\_\_\_  
Michael Lancaster  
Senior Labour Relations Specialist

---

Yasser Abdelghany  
Bargaining Committee Member

---

Andrew Calarco  
Director, FLNRO

---

Ryan Cunningham  
Bargaining Committee Member

---

Sarah Campbell  
Senior Labour Relations Specialist

---

Beth Eagles  
Bargaining Committee Member

---

Kelly March  
Senior Labour Relations Specialist

---

Al Gallupe  
Labour Relations Officer

---

Ed Miska  
Chief Traffic, Electrical, Hwy Safety  
and Geo Standards Engineer,  
Ministry of Transportation and  
Infrastructure

---

Nam Nguyen  
Bargaining Committee Member

---

Ellen McClellan  
Administrative Assistant, BCPSA

---

KT Shum  
Bargaining Committee Member

---

Jeff Stone  
Bargaining Committee Member

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2015**