

MEMORANDUM OF SETTLEMENT

for the

NINETEENTH MAIN PUBLIC SERVICE AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

E&OE

The B.C. General Employees' Union (BCGEU) and the BC Public Service Agency (PSA) agree to recommend the following terms of settlement to their respective members/principals for ratification.

ARTICLE 1 – PREAMBLE

1.7 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within the Public Service and for extending knowledge relating to the *Human Rights Code* to all employees.

The government of British Columbia, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, **gender identity or expression, Indigenous identity,** and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.9. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.9.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

1.9 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.7 or 1.8 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance

in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within one year of the alleged occurrence. The 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 manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and ministry of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The Deputy Minister or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Deputy Minister or such later date as may be mutually agreed by the Ministry and the Union.

(f) ~~Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication~~ **If the proposed resolution or response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to a mutually agreed to arbitrator after receiving the Employer's response. The arbitrator's terms of reference** will be in accordance with the agreed upon Discrimination and Harassment in The Workplace Policies and Procedures.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) 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.

(j) The complainant will not be relocated without their agreement.

1.10 Bullying Between Peers and Misuse of Managerial/Supervisory Authority

The parties recognize the right of employees to work in an environment free from bullying and misuse of managerial/supervisory authority. The parties agree there is a need to take responsible action to prevent bullying and misuse of managerial/supervisory authority and whenever they become aware of such behaviour, put a stop to it.

For the purposes of this clause, “*bullying between peers*” refers to:

- vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee’s ~~dignity~~ **psychological or physical well-being** and that results in a harmful work environment; or
- a single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise 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.

This clause is not intended to supplant or replace the procedures at Clauses 1.7, 1.8, and 1.9 of the agreement for dealing with complaints alleging discrimination under the *Human Rights Code* or sexual harassment.

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 if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Process for Complaint Review ~~and~~ or Investigation

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence. The employee is encouraged to seek union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager **on the designated form. The Employer will provide the Union with a copy of the written complaint within ten days of receipt.**

The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;
- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;

- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

Upon request of the employee, the Union will provide assistance to the employee in the drafting of the complaint in an effort to ensure it provides the listed information.

The supervisor/manager will review the written complaint and determine next steps which will be communicated to the employee within 14 days. During this period, the supervisor/manager may take steps to informally resolve the complaint (e.g. Conflict Management Office). During the 14 day review, and where appropriate, the supervisor/manager may refer the matter for investigation **or review** which will be completed without unreasonable delay and **an outline of** the findings of **an the investigation or review** and the Employer's response will be reported to the complainant and respondent. The Employer agrees to provide regular updates to the Union at least every 30 days.

The Union will be informed when a complaint is referred for investigation or review. An investigation or review will be performed under the guidelines established by the Public Service Agency.

Upon completion, the complainant and respondent will be provided with the Employer's response which will include an outline of the findings of the investigation or review. The Union will be copied on this correspondence.

The outline of the findings of the investigation or review must be sufficient to allow the complainant and respondent to understand why the Employer investigation or review has reached the conclusions and the process for reaching those conclusions.

Referral to Panel

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

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

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 the interpretation, application, or alleged violation of this clause.

Hearings shall be conducted in 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 determine its own process and may:

- make findings of fact;
- decide if, on the facts, bullying between peers or misuse of managerial/supervisory authority has occurred;
- attempt to mediate a resolve;

- 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 of any grievances filed which pertain to a complaint filed under this clause.

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 will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

ARTICLE 2 – UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the Public Service bargaining unit 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 government 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) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit as specified in Section 4(a) or (b) of the *Public Service Labour Relations Act*.
- (d)
 - (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.
 - (i) 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.

- (ii) Where the position is classified at ML6 or higher, the incumbent and their immediate supervisor may be interviewed by mutual agreement.
- 3. If no agreement is reached or if no response is received from the Union within 60 days of the date of notification in (1) above, the Employer ~~may~~ **shall** refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.
- 4. Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.
- 5. The Employer shall provide to the Union **on April 1st** on an annual basis a list of excluded positions and incumbents in each ministry.

ARTICLE 9 – ARBITRATION

9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.
- (d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.
- (e) The parties agree to the following as a pilot project for the term of the ~~18th~~ **19th** Main Agreement:
 - (1) The parties will schedule four blocks of arbitration dates ("*Blocks*") for each year within the term of the ~~18th~~ **19th** Main Agreement. Blocks will be five days long and scheduled by mutual agreement, to facilitate the expeditious resolution of grievances scheduled for full hearing ("*Cases*"). This does not preclude the parties from scheduling additional mutually agreeable hearing dates.
 - (2) Designated representatives from both parties will meet no later than 90 days prior to the scheduled start of the Block to discuss which Cases will be assigned to each Block. The determination of Cases to be scheduled to each Block will be by mutual agreement and must be established no later than ~~75~~ **90 days prior to the start of the Block or these timelines may be adjusted by mutual agreement. Terminations will default to 9(2)(e), unless one party puts the other on notice that the grievance will proceed under 9.2(b) above.** ~~The parties will prioritize terminations.~~
 - (3) **The parties will agree on an arbitrator to serve as lead block booking arbitrator and case manager ("Lead Arbitrator") within 90 days of the ratification of the 19th Main Agreement.** The parties agree to fully utilize the scheduled dates in each Block. The

parties agree that they schedule an appropriate number of Cases for each Block with the intent to fill up the days. In anticipation that those Cases are settled or withdrawn prior to the hearing, or mediated or resolved early in the Block, the parties will also schedule no more than two additional Cases that can reasonably be anticipated to last no more than five days.

- (4) Cases that had not been identified under (1) and (2) may not be added to the scheduled dates except by mutual agreement.
- (5) The parties agree that the initial disclosure of evidence will take place by the party bearing the onus a minimum of 60 days prior to the commencement of the Block to which the Case is assigned, with disclosure by the other party to take place a minimum of 30 days prior to the commencement of the Block.
- (6) The parties agree that ~~Arne Peltz, or another arbitrator as mutually agreed, shall be appointed to act as arbitrator under this pilot project,~~ **an arbitrator, as mutually agreed, shall be appointed to act as Lead Arbitrator under this pilot project** and unless otherwise mutually agreed, the hearings will take place in Vancouver. The Arbitrator will deliver the award in writing to the parties within 60 days following the conclusion of the arbitration hearing. All awards shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this agreement in any respect.
- (7) Any Case assigned to a Block that is not heard within that Block may, by mutual agreement, be assigned to a different arbitrator pursuant to Article 9.2. However, if a Case is commenced during the Block, but the arbitration is not completed, the Arbitrator will retain jurisdiction over that Case and it shall be completed during a subsequent Block.
- (8) Unless agreed to by the parties, this provision - Article 9.2(e) will expire at the end of the term of the ~~18th~~ **19th** Main Agreement.

*Note: The pilot project is conditional upon the parties agreeing on the selection of arbitrators and their acceptance of the assignment.

Memorandum of Agreement
Re: 9(2)(e) Block Booking Process

The parties agree that this Memorandum of Agreement sets out the basic process to be followed for the Pilot Project under clause 9(2)(e) of the Main Agreement.

1. The parties will meet April 01, 2022 to identify and schedule Cases under 9(2)(e). In this meeting, the parties will:

- a. **establish an "A List" of Cases to proceed to arbitration hearing, and a "B List" of Cases to proceed to mediation;**
- b. **assign A List Cases to fill the dates of each block;**
- c. **assign two B List Cases to each block that will proceed to mediation in the event dates in that block become available;**
- d. **if the block dates are not filled at this initial meeting, the parties will meet biweekly until the block dates are filled.**

2) As per 9(2)(e), the parties will agree to a Lead Arbitrator. The Lead Arbitrator will assist the parties to ensure maximum efficacy of each block, including identifying Cases from the A List and B List that may be advanced should earlier block dates be available. The parties will provide the Lead Arbitrator with a copy of the A and B Lists, and will update the lists.

3) The parties will meet 95 days prior to each set of blocks to update the A and B Lists and schedule Cases.

4) The parties agree to a midterm review of the process set out in this MOA. The review will include:
a. **undertaking an assessment of the process' efficacy, including tracking block booking data; and**
b. **making adjustments as appropriate, including increasing the amount of block dates if mutually agreed by the parties.**

ARTICLE 10 – DISMISSAL, SUSPENSION AND DISCIPLINE

10.7 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), ~~both paper and, if applicable, electronically,~~ in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

~~Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to a ministry office nearer to the employee's worksite, to allow the review under the supervision of a person designated by the Employer.~~

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 the Public Service unless limited by the Head of the BC Public Service Agency or their designate or as specified in the Memorandum of Understanding 30 - Priority Placement and Employment Equity. **The posting language may also specify if the position can be done remotely.**

(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 **18 months** ~~one year~~ from the establishment of the list.

ARTICLE 15 – SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) Maintain current language

(b) *Shift Premium (full-time employees):*

| Effective dates | Afternoon shift | Night shift |
|-----------------|-----------------|-------------|
| April 1, 2016 | \$1.40 | \$1.50 |
| April 1, 2022 | \$1.46 | \$1.56 |
| April 1, 2023 | TBD | TBD |
| April 1, 2024 | TBD | TBD |

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 16 - OVERTIME

16.7 Overtime Meal Allowances

- a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be ~~\$15.30~~ **\$15.91 effective April 1, 2022, TBD effective April 1, 2023, TBD effective April 1, 2024.**

- b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.
- c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 17 – PAID HOLIDAYS

17.1 Paid Holidays

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

| | |
|------------------|-----------------------------------------------|
| New Year's Day | BC Day |
| Family Day | Labour Day |
| Good Friday | <u>Day of Truth and Reconciliation</u> |
| 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, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.
- (c) **Notwithstanding (a) and (b) above, should the Government of the Province of British Columbia introduce a statutory holiday to honour Indigenous reconciliation (even if not titled "Day of Truth and Reconciliation") on a date other than September 30, employees shall be entitled to the new Provincial holiday but not the Federal holiday. For clarity, the Federal National Day of Truth and Reconciliation on September 30 would not constitute a paid holiday pursuant to (a) and (b) above.**

ARTICLE 18 – ANNUAL VACATIONS

***NEW**

18.XX Recognition of Prior Vacation Year Upon Re-employment

A regular employee who is re-employed will have their vacation year attained prior to voluntary termination or layoff recognized if their break in employment was:

- (1) Voluntary termination (i.e. resignation or retirement), or**
- (2) Being on layoff for more than one year, or**
- (3) Becoming an auxiliary employee**

The foregoing applies notwithstanding Articles 11.3, 11.4, 11.5 and 18.1

ARTICLE 20 – SPECIAL AND OTHER LEAVE

***NEW**

20.YY Cultural Leave for Indigenous Employees

- (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 unreasonably withheld.

***NEW**

20.XX Supplemental Leave

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

CONSEQUENTIAL AMENDMENT:

20.12 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3, ~~and 20.11~~ **and 20.XX** shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

20.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. 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. It is understood that the employee has the ability to split the five day entitlement between the date of death and the date of the funeral.
- (b) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, **foster child in the care of the employee**, brother, sister, stepsibling, father-in-law and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) 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.
- (e) 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.

20.2 Special Leave

- (a)(11) employee or employee's child is a victim of domestic violence – **five** ~~three~~ days per calendar year.

20.16 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to ~~two~~**three** days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (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 spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

ARTICLE 21 – MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

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

(f) The Parties agree that Clause 1.7 applies.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to ~~opt for either standard parental leave of up to 37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.~~
- (b) Where both parents are employees of the Employer, they shall each qualify for up to **63 consecutive weeks without pay** ~~37 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.~~
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

(1) the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 21.1;

(2) In the case of the other parent, immediately following the birth or placement of the adoptive child;

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:

i. **within 78 weeks after the birth of the child(ren) or placement of the adoptive child(ren)** within a ~~52-week~~ period after the date of birth or placement of the adoptive child for employees who choose standard parental leave

ii. ~~within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.~~

Such leave request must be supported by appropriate documentation.

~~(e) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.~~

21.3 Maximum Combined Entitlement

An employee's combined entitlement to leave pursuant to 21.01 and 21.02 is limited to **78 weeks**. ~~52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.~~

21.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave allowance, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave allowance, the extended parental leave allowance will consist of a maximum of 61

weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave allowance between them.

(d) An employee's election of either standard or extended parental leave allowance is irrevocable.

21.8 Benefits Continuation

(a) For leaves taken pursuant to Clauses 21.1, 21.2 and 21.7 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.

~~(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken in (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause on a pro rata basis.~~

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date **following the conclusion of their** ~~upon~~ which leave pursuant to Clauses 21.1, 21.2, or 21.7 ~~commenced~~ unless they have advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21- Maternity, Parental and Pre-Adoption Leave or Clause 20.17 or if they do not return to work after having given such advice.

ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY

22.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of **incidents/**accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.3 Joint Occupational Health and Safety Committees

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer. **Where a union representative is transferred or resigns the Union Co-Chair of the Occupational Health and Safety Committee will notify the Union Coordinator of Occupational Health and Safety. Where an employer representative is transferred or resigns the Employer Co-Chair will notify the appropriate Employer workplace health and safety representative.**

- (b) The Committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) (1) Each ministry shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:
- (i) a workforce of 10 or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
 - (ii) a workforce of 25 or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.
 - (iii) Where ministry workforce numbers are less than the minimum requirements of (i) and (ii), local committees may be established to encompass more than one worksite within a headquarters or geographic location. Such committees shall respect ministry administrative management areas. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Provincial Joint Occupational Health and Safety Committee established in Clause 22.2.
 - (iv) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.
- (2) At any worksite where a committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Occupational Health and Safety Regulation, Part 3, Section 3.2. For the purpose of assisting in the administration of this program, the Employer will recognize an employee at that worksite designated by the Union who will function as a safety representative of the employees. Records of the meetings and matters discussed shall be forwarded to the Union and the nearest local committee established in (1) above within the Ministry administrative management area.
- (3) Local Occupational Health and Safety Committees may encompass more than one component.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection ~~or~~ incident/accident investigation, or other duties in accordance with WCB Regulations.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall ~~not~~ be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall ~~not~~ be considered time

worked and such employees will be paid but such employees shall receive equivalent time off at straight-time.

- (g) Where more than one ministry occupies a facility in common, a committee may be established by mutual agreement to encompass more than one ministry. Where mutual agreement cannot be reached, then either party may refer the matter to the Provincial Joint Occupational Health and Safety Committee established pursuant to Clause 22.2 for resolution.

22.5 Investigation of Incidents/Accidents

(a) Pursuant to Part 3, Division 10, Accident Reporting and Investigation of the *Workers Compensation Act*, all incidents/accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.

(b) Reports shall be submitted on a PSC 38 (incidents/accident investigation form) which may be amended by mutual agreement and copies sent to:

1. Workers' Compensation Board
2. Occupational Health and Safety Committee
3. Employer Designate(s)
4. BCGEU Designate(s).

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the incident/accident under investigation.

(c) In the event of a fatality of a BCGEU member, the Ministry shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.6 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Occupational Health and Safety Regulations, Occupational First Aid, Section 3.14 – 3.21 shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

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

- Level 3 Occupational First Aid Certificate
 - Effective April 1, ~~2019~~ **2022**: **\$64.01** ~~\$59.16~~ per biweekly period
 - Effective April 1, ~~2020~~ **2023**: **TBD** ~~\$60.43~~ per biweekly period
 - Effective April 1, ~~2021~~ **2024**: **TBD** ~~\$61.55~~ per biweekly period
- Level 2 Occupational First Aid Certificate
 - Effective April 1, ~~2019~~ **2022**: **\$49.65** ~~\$45.90~~ per biweekly period

- Effective April 1, ~~2020~~ **2023**: **TBD** \$46.82 per biweekly period
- Effective April 1, ~~2021~~ **2024**: **TBD** \$47.74 per biweekly period

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the level of certificate which they hold.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

22.11 ~~Radio Contact or Employee Check~~ Working Alone or in Isolation

(a) Where employees are required to work in remote areas, alone, or in isolation, ~~perform duties in remote isolated areas~~, they shall be supplied with an effective communications device, including but not limited to, radio satellite, cellular or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.18 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries, eye strain, or illnesses which are work related.

(b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical demands of work;

in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, ~~where appropriate~~, include a joint occupational health and safety committee or designated safety representatives.

ARTICLE 25 – HEALTH AND WELFARE PACKAGE

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

In relation to the above clause:

(1) Counselling Services

- Effective January 1, 2023, increase the annual combined maximum for counselling services under the extended health plan from \$500 per family to \$750 per person. The combined maximum includes registered psychologists, registered clinical counsellors and recognized social workers.

(2) Diabetic Supplies

- Effective January 1, 2023, add Continuous Glucose Monitors (CGMs) and sensors.

(3) Reimbursement

- Effective January 1, 2023, reimbursement formula of 80% coverage for the first \$2,000 (currently \$1,500) paid for a person in a calendar year. Any claims paid beyond the \$2,000 will be covered at 100%.

(4) Annual Deductible

- Effective January 1, 2023, increase annual deductible from \$90 to \$100.

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

27.8 Vehicle Allowances

Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be ~~55¢ per km~~, **57¢ per km** effective ~~April 1, 2019~~ **April 1, 2022, TBD effective April 1, 2023, TBD effective April 1, 2024.**

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

27.9 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 | April 1, 2019 April 1, 2022 | April 1, 2020 April 1, 2023 | April 1, 2021 April 1, 2024 |
|-------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|

| | | | |
|-----------|-----------------------------------|-------------------------------|-------------------------------|
| Breakfast | \$12.25 \$13.26 | \$12.50 TBD | \$12.75 TBD |
| Lunch | \$14.25 \$15.34 | \$14.50 TBD | \$14.75 TBD |
| Dinner | \$24.50 \$26.52 | \$25.00 TBD | \$25.50 TBD |

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

27.10 Isolation Travel Allowance

(a) An isolation travel allowance of ~~\$6.50~~ **Effective April 1, 2022, \$6.76, effective April 1, 2023 TBD, effective April 1, 2024 TBD** per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 8 - Biweekly Pay Conversion Schedule Isolation Travel Allowance.

(b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Travel Allowances and the revised point-ratings resulting from the general review carried out by the Committee based on the 1976 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in (c) below.

(c) The Joint Committee on Isolation Travel Allowances will make a general review of the point ratings assigned each location based on the 1991 census and submit its report to the Principals not later than March 31, 1995.

(d) Current employees in locations, the point ratings of which are reduced below 11 points as the result of the above review or, as a result of the review pursuant to (e) below, will continue to receive, until March 31, 1995, the amount of travel allowance they were receiving prior to the review. Effective April 1, 1995 and each April 1 thereafter, the amount of travel allowance will be reduced by 20% of that amount while they remain employed at that location.

(e) The Committee established in (c) above shall review alternatives to the existing isolation travel allowance and make recommendations to the Bargaining Principals that ensure that issues related to recruitment, retention and isolation are reviewed within funding available.

(f) Employees representing the Union on this joint committee shall be on leave of absence without loss of basic pay for time spent on this committee.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

27.23 Special Vacation Transportation Subsidy for Severely Isolated Locations

- a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.

- b) This subsidy shall be in the amount of ~~\$500~~ **\$520 effective April 1, 2022, TBD effective April 1, 2023, TBD effective April 1, 2024**, and is only payable in the event that the employee actually leaves the isolated area.
- c) For the purposes of definition under (a) above the specific locations not exceeding 50, on the Isolation Index have been identified by the Joint Committee on Isolation Allowances and are listed in Appendix 6. These locations will not be changed without mutual agreement.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

27.24 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:

- (1) Employer endorsed education, training and career development activities, or
- (2) Employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to **\$70** ~~\$60~~ per day upon production of a receipt.

- (b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day per child upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

27.25 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim:

- (1) Effective ~~April 1, 2019: \$32.28~~; **April 1, 2022: \$34.93** and,
- (2) Effective ~~April 1, 2020: \$32.93~~; **April 1, 2023: TBD** and,
- (3) Effective ~~April 1, 2021: \$33.59~~ **April 1, 2024: TBD**

per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

27.26 Qualified Registered Professional Fees

Regular who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed in full for annual membership or licensing fees (not to exceed ~~2018~~ 2021 fee schedule).

This clause applies to the following:

- Certified General Accountants
- Certified Management Accountants
- Chartered Professional Accountants
- Chartered Accountants
- Registered Forest Technologists
- Registered Professional Biologists
- Registered Professional Planners
- Registered Dietitians
- Property Negotiators
- **Qualified Exercise Professionals**
- **Clinical Exercise Physiologist**
- **Registered Pharmacy Technicians**

ARTICLE 31 – AUXILIARY EMPLOYEES

31.3 Seniority

(a) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a ministry seniority unit, as defined in the Component Agreement, on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Clause 31.10 - Designated Paid Holidays;
- (iii) annual vacation in accordance with Clause 31.11(d) - Annual Vacations;
- (iv) leave pursuant to Clause 31.12 - Eligibility Requirements for Benefits or Clause 31.6(c) - Application of Agreement;
- (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business - Without pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (vii) leaves pursuant to Clause 2.10(b) - Time Off for Union Business - With pay.

(2) The total hours above shall be converted to a seven-hour shift to establish seniority.

(3) Upon completing 30 workdays (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.

(b) Subject to Clause 31.4 - Loss of Seniority, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one ministry seniority unit to another.

(c) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the government, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d) A current service seniority list shall be posted in the seniority unit by December 31, March 31, June 30 and September 30. **Such list posting may be electronic.** Upon request, a copy of the service seniority list shall be provided to the steward.

31.8 Auxiliary Illness and Injury Leave and Weekly Indemnity

(a) Auxiliary employees who have completed 90 consecutive days of employment, and who are not eligible for benefits pursuant to 31.12, shall be entitled to up to five days of paid illness and injury leave.

~~(a)~~ **(b)** Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Clause 31.7 - Health and Welfare in the six most recent biweekly pay periods in which earnings occurred. **The period of weekly indemnity benefits up to a maximum of 15 weeks will be reduced by the period of any leave taken under (a) above respecting each case of illness.**

~~(b)~~ **(c)** The benefit waiting period for weekly indemnity benefits in each case of illness will be seven calendar days. This means that benefits will be paid from the eighth day of illness. **Leave taken under (a) is not subject to the benefit waiting period.**

~~(c)~~ **(d)** Subject to Clause 31.8~~(c)~~ - Weekly Indemnity, full benefits will be reinstated:

(1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of auxiliary seniority;

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of auxiliary seniority.

~~(d)~~ **(e)** The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

~~(e)~~**(f)** The benefits described in this clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

- (1) who is not under the care of a licensed physician;
- (2) whose illness is occupational and is covered by Workers' Compensation;
- (3) whose illness is intentionally self-inflicted;
- (4) whose illness results from service in the Armed Forces;
- (5) whose illness results from riots, wars or participation in disorderly conduct;
- (6) who is ill during a period of paid vacation;
- (7) whose illness is sustained while they are committing a criminal offence;
- (8) who is engaged in an employment for a wage or profit;
- (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
- (10) who is serving a prison sentence;
- (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
- (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

~~(f)~~**(g)** The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

ARTICLE 32 – GENERAL CONDITIONS

32.11 Private Vehicle Damage

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of ~~effective April 1, 2019 – \$612; effective April 1, 2020 – \$624; and effective April 1, 2021 – \$636.~~ **effective April 1, 2022 - \$661.44; effective April 1, 2023 - TBD; effective April 1, 2024 - TBD.**

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.12 Personal Property Damage

(a) 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 ~~\$161.16 effective April 1, 2019; \$164.38 effective April 1, 2020; and \$167.67 effective April 1, 2021,~~ **\$174.38 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing.

(b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 33 - EMPLOYMENT EQUITY

(a) The government of British Columbia is committed to providing a work environment free of any form of adverse discrimination.

(b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

(c) The parties recognize the need to implement an employment equity program in the Public Service.

(d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities within the Public Service for reasons unrelated to ability to do the job.

(e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:

(1) opportunities for external recruitment and internal advancement to develop a public service that is representative of the diversity of the people of British Columbia; and,

(2) the long-term career development and advancement of employees appointed under the *Public Service Act*.

(f) There shall be a union/management steering committee on employment equity (UMSCEE). The BCGEU will be a member of UMSCEE in accordance with the Public Service Directive on Employment Equity Section 1.7 dated February 1, 1994.

(g) The Steering Committee is authorized to:

(1) advise the Employer on employment equity issues and initiatives;

(2) review ministry action plans to ensure they comply with the mandatory procedures and are consistent with government-wide employment equity goals;

(3) monitor progress of ministry action plans; and,

(4) ensure that an annual government-wide progress report is provided to the Head of the BC Public Service Agency and the Union; **and,**

(5) to review best practices to support workers with disabilities and review systemic barriers to employment effecting workers with disabilities.

- (h) Employees representing the Union on this steering committee shall be on leave of absence without loss of basic pay for time on this committee.

ARTICLE 37 – TERM OF AGREEMENT

37.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, ~~2022~~ 2025.

37.2 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 January 1, ~~2022~~ 2025, but in any event not later than midnight, January 31, ~~2022~~ 2025.
- (b) Where no notice is given by either party prior to January 31, ~~2022~~ 2025, both parties shall be deemed to have given notice under this clause on January 31, ~~2022~~ 2025, and thereupon Clause 37.3 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 the Head of the BC Public Service Agency.

37.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect April 1, ~~2019~~ 2022.

APPENDIX 2 Excluded Classes

Persons employed in the service of the Legislative Assembly, including the staff of Government House, officials of the Legislative Assembly, the staff of Hansard, the support staff of the Government Caucus and of the Opposition parties.

Persons employed in the office of a member of the Executive Council, including the administrative assistants and support staff.

Persons appointed to office by the Lieutenant-Governor in Council.

Persons appointed to boards, commissions, and agencies under the authority of an *Act* of the Legislative Assembly other than the *Public Service Act*.

Persons employed in senior executive positions classified as "*Band A*".

Note: Band A are senior executive positions that are classified above Strategic Leadership. These positions report directly to a Deputy Minister or Associate Deputy Minister, but do not include Assistant Deputy Ministers.

One Executive Coordinator and one Senior Executive Assistant for each Associate Deputy Minister and Deputy Minister.

One Executive Coordinator and one Executive Administrative Assistant for each ~~Associate Deputy Minister~~ and Assistant Deputy Minister.

One administrative support position for each personnel office of a ministry.

Persons locally engaged outside of British Columbia.

Persons appointed on a temporary limited basis for a specific term of less than 31 calendar days, pursuant to Section 1(1)(j) of the *Public Service Labour Relations Act*.

APPENDIX 3 Classifications and Rates of Pay

CORRECTIONAL AND SHERIFF SERVICES

Definition - This component includes those classifications performing duties related to providing secure care and custody to adults in correctional centres, to youths in youth custody centres, and classifications performing duties related to court security and the secure transport of persons who are under an order of the Court.

RETAIL STORES & WAREHOUSE

Definition - This component consists of those classifications directly involved in the operation of retail stores and related warehouse operations.

SOCIAL, INFORMATION & HEALTH

Definition - This component consists of those classifications involved in sociological, cultural, education, research, health care delivery, and the direct technical support functions thereto.

ADMINISTRATIVE SERVICES PROFESSIONALS

Definition - This component consists of those classifications which act in direct support to administrative, social and legal programs by providing such services as clerical, stenographic, business-machine operation, etc., or which are of an administrative or supervisory nature which may include technical support and auditing, taxation, systems, or regulatory/enforcement in a commercial environment.

~~ENVIRONMENTAL, TECHNICAL AND OPERATIONAL~~ ENVIRONMENT, TECHNICAL AND OPERATIONS

Definition - This component consists of classifications involved in natural resources and environmental protection and regulation; engineering support/inspection; labouring/maintenance; operation of vehicles and industrial equipment; tradespersons, and marine crew and officers.

Compensation Increases

Increase rates of pay for classifications listed in Appendix 3 starting the first pay period after the following dates:

MoveUP/E&OE/MOS Final Sep 8, 2022

Year 1:

- April 1, 2022: Increase rates of pay by an average of 4.0%.
 - The average increase of 4.0% consists of a \$0.25 per hour increase and a 3.24% GWI to be applied across all rates of pay. The value of the flat \$0.25 per hour equals an approximate increase of 0.76% for the average BCGEU member.

Year 2:

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

Year 3:

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

Note: Average increase information is an approximation based on data currently available.

APPENDIX 3G
Classification Titles, Grid Levels and Salary Grid
Retail Stores and Warehouse

Explanatory Notes:

1. The rates of pay outlined in this appendix apply to all appointments of auxiliary and regular employees November 24, 2003 and thereafter.¹
2. Auxiliary Store Clerks and Auxiliary Warehouseworkers paid at grid level G2 work 913 straight-time hours in each step before progressing to the next step level. **Effective April 1, 2023 this clause no longer applies.**
3. Auxiliary Store Clerks and Auxiliary Warehouseworkers at grid level G2 will progress to grid level G3, step 1, upon completion of 913 straight-time hours at step 5 of grid level G2. **Effective April 1, 2023 Auxiliary Store Clerks and Auxiliary Warehouseworkers at grid level G2 will progress to grid level G3, step 1.** Progression to the next steps thereafter will be based on the completion of 1827 straight-time hours.

| Classification Title | Union Comp | Grid Level |
|----------------------------------------------------------------------|-------------------|-------------------|
| Product Consultant G11 (<u>eliminated @ March 31, 2023</u>) | RSW | G11 |
| Product Consultant G12 (<u>grid 11 to 12 April 1, 2023</u>) | <u>RSW</u> | <u>G12</u> |
| | | |
| Store Clerk G2 (Auxiliary) | RSW | G2 |
| Store Clerk G3 (Regular) | RSW | G3 |

| | | |
|-----------------------------------------------------------------------------------------------------------------|----------------|---------------|
| Seasonal Employee G1 (eliminated @ March 31, 2024) (RS&W Component Agreement, MOU 3) | RSW | G1 |
| Seasonal Employee G3 (grid 1 to 3 April 1, 2024) (RS&W Component Agreement, MOU 3) | RSW | G3 |
| Warehouseworker G2 (Auxiliary) | RSW | G2 |
| Warehouseworker G3 (Regular) | RSW | G3 |
| Warehouseworker G4 (Regular) | RSW | G4 |

Consequential Amendments:

**RETAIL STORES & WAREHOUSE COMPONENT AGREEMENT
MOU3 Re: Employment of Seasonal Employees**

7. The rate for SEs will be grid G1 in Appendix 3G of the Main Public Service Agreement. **Effective April 1, 2024 the rate for SEs will be grid G3 in Appendix 3G of the Main Public Service Agreement.**

Delete MOU 24 re The Recruitment and Retention of Court Clerks (R11) and Child and Youth Mental Health Social Workers (SPO24)

APPENDIX 4 SHORT AND LONG-TERM DISABILITY

Part 1 – Short Term Illness and Injury Plan

1.1 Eligibility and Entitlement

- (a) **All employees (auxiliary or regular) who have been employed for ninety consecutive days of employment shall be entitled to up to five days of paid illness or injury leave.**
- (b) **Additional Short Term Illness and Injury Plan Benefits may follow provided the employee has met all the eligibility and entitlement requirements under (c) to (i). The STIIP benefit periods that follow in (c), (d), (e) and (i) will be adjusted to be inclusive of any period of leave taken under (a).**
- ~~(a)~~ **(c)** Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- ~~(b)~~ **(d)** Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.

~~(e)~~ **(e)** Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed the Employment Insurance maximum weekly sickness benefit.

~~(d)~~ **(f)** (1) Notwithstanding ~~(a), (b) and (c)~~ **(c), (d), and (e)** above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2. Such leave period will run concurrent with the related STIIP period.

(2) Employer and employee contributions and deductions for pension benefits and employment insurance during the period of absence will comply with statutory requirements.

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

~~(e)~~ **(g)** Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

~~(f)~~ **(h)** For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

~~(g)~~ **(i)** The maximum six-month period identified in Appendix 4, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits pursuant to the Main Agreement, Article 31.12.

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period). **The Short-Term Plan Period of six months is inclusive of leave under Appendix 4 Part 1, 1.1(a).**

(b) The 75% benefit may be supplemented, at the employee's option, at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Earned vacation entitlement;
- (5) Unearned vacation entitlement to a maximum of 70 hours.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within ~~15 consecutive scheduled days of work~~ **21 calendar days** again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a). ~~STHP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for 15 consecutive scheduled workdays before taking another day for the same illness or injury.~~

~~(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.~~

~~(b)(c)~~ Employees who return to work after being absent because of illness or injury, and after ~~15 or more consecutive scheduled days of work~~ **21 calendar days**, again become unable to work because of illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

~~(c)(d)~~ Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the Short-Term Plan benefit period.

~~(d)(e)~~ Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to ~~the same~~ illness or injury.

~~(f) Scheduled days of work, as noted in (a), (b) and (c) above, shall mean days where the employee is actually at work.~~

1.4 Doctor's Certificate of Inability to Work

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

- (a) a medical practitioner qualified to practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above; or
- (d) **a nurse practitioner qualified to practice in the province of BC,**

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where the employee has been absent for six consecutive scheduled days of work;
- (2) on the third (or more) separate absence occurring in a six-month period which may indicate a pattern of concern;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period and there is a reason to believe the employee's prognosis has changed.

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

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

1.9 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(~~e~~), 1.1(~~f~~)(~~d~~), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

Part II – Long-Term Disability Plan

2.2 Long-Term Disability Benefit

- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension benefits waived by the Employer, except that pension

benefit contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

(g) Where (f) above applies, employees shall be entitled to up to five days of paid illness or injury leave, in each calendar year.

2.7 Successive Disabilities

(a) If, following a period of total disability with respect to which benefits are paid from this plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

(b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan as though they had not returned to work.

(c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, ~~provided the period during which the employee returned to work is longer than one month~~, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this plan. ~~If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.~~

(d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

MEMORANDUM OF UNDERSTANDING 1 Re: Employment Security

1. During the term of this memorandum of understanding the Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in the Public Service Bargaining Unit who has regular status as of April 1, ~~2019~~**2022**. Such employees are grandparented with the provisions of this memorandum.

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. JWASC will coordinate such workforce adjustment activity in accordance with its mandate as outlined in Clause 13.2.

5. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment, it is agreed that, following the application of Phase 1 (Clause 13.1):

- (a) A regular employee with less than three years' service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
- (b) A regular employee with three 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 three 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 three 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 13.4(b).

6. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 13.

7. Greater than three year regulars are entitled to displace less than three year regulars pursuant to Article 13. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this memorandum and Clause 13.4 shall apply. Less than three year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.

8. Regular employees with more than three years' service seniority who are placed pursuant to this memorandum shall have their salary protected pursuant to Clause 27.7 of the Main Agreement.

9. 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.

10. The Chairperson of the Article 13 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 understanding after the parties have reviewed and attempted to resolve the dispute.

11. The provisions of Article 13 shall be subject to the provisions of this memorandum of understanding.

12. This memorandum remains in force and effect for the term of the ~~19th~~ ^{18th} Main Agreement.

MEMORANDUM OF UNDERSTANDING 3
Re: Board and Lodging and Relocation Expenses

Definitions

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

"*field status employees*" are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"*seasonal field employees*" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"*permanent camp*" is a camp which will be established and occupied continuously for more than one year;

"*seasonal camp*" is a camp that will be established and occupied less than five months and is usually comprised of tents and, where feasible, trailers;

"*fly or sub-base camp*" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"*local hire*" is a person who is hired or is domiciled within 80 kilometers of the job site by means of the shortest road route;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters or geographic location*" is that area within a radius of 32 kilometers where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"*dependents*" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which

evidence of title can be provided. "House", "residence" and "property" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"reasonable amount of property" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (ie., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

(a) Local Hire:

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) Employees at Their Headquarters:

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except as specifically authorized by the ~~Master~~ **Main** Agreement or any component agreement.

(c) Travel Status:

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer-term accommodation;
- (3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of 60 days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of 30 days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to 30 days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;

(4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community services:

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "mobile" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under (d) above, employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be ~~\$41.30 effective April 1, 2019, \$42.15 effective April 1, 2020, and \$42.95 effective April 1, 2021,~~ **\$44.67 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** 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:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;

(v) while employees are away from the job under Clause 13.3(b) and Clauses 13.5(a) to (f) of the Environmental, Technical and Operational Component Agreement, Clause 14.1 of the Administrative Services Component Agreement, and any similar clause under any of the other component agreements;

(vi) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

(i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;

(ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;

(iii) where employees are on leave with pay for union business;

(iv) where employees are in receipt of STIIP in excess of five consecutive days, on approved WCB leave with pay in excess of five consecutive days or on other approved leaves of absence with or without pay for periods in excess of five consecutive days.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$230 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day. Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

Part II - Relocation Expenses

2.1 Policy

(a) Relocation expenses will apply:

(1) to regular employees and to auxiliary employees who qualify pursuant to Clause 31.2 who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with Treasury Board Order on Travel Expenses.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals: Adults - full rate
Children 12 and under - one-half rate
Motel or Hotel - on production of receipts

Private lodging: at old or new location - current rate

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependents' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

2.3 Living Expenses Upon Relocation at New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of **\$27.56 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** ~~\$25.50 effective April 1, 2019, \$26.00 effective April 1, 2020, and \$26.50 effective April 1, 2021~~ per day up to a maximum of 30 days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of **\$33.07 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024**

~~\$30.60 effective April 1, 2019, \$31.20 effective April 1, 2020, and \$31.80 effective April 1, 2021~~ per day up to maximum of 60 days;

(c) where an employee is receiving the payment in (a) above and is later joined by their dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of ~~\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;~~ **\$66,040 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024;**
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) ~~\$510.00 effective April 1, 2019, \$520.00 effective April 1, 2020, and \$530.00 effective April 1, 2021~~ **\$551.20 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;** for a move not exceeding a distance of 240 kilometers;
 - (2) ~~\$815.00 effective April 1, 2019, \$830.00 effective April 1, 2020, and \$850.00 effective April 1, 2021~~ **\$884 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;** for a move which exceeds a distance of 240 kilometers;
 - (3) ~~\$255.00 effective April 1, 2019, \$260.00 effective April 1, 2020, and \$265.00 effective April 1, 2021~~ **\$275.60 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;** where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

(b) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

(i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or

(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of ~~5,100 effective April 1, 2019, \$5200 effective April 1, 2020, and \$5300 effective April 1, 2021~~ **\$5,512 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;**

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of ~~\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021~~ **\$66,040 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;**

(3) the setting up and levelling of a mobile home or double-wide, at the new location to a maximum of ~~\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021~~ **\$644.80 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of ~~\$2,550 effective April 1, 2019, \$2,600 effective April 1, 2020, and \$2,650 effective April 1, 2021~~ **\$2,756 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** upon production of receipts.

(d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - ~~\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021~~ **\$660.40 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;**
- (b) when the employee is moving to rental accommodation in the new location - ~~\$305 effective April 1, 2019, \$310 effective April 1, 2020, and \$315 effective April 1, 2021~~ **\$327.60 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;**
- (c) when an employee is moving with a mobile home - ~~\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$210 effective April 1, 2021~~ **\$218.40 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024;**
- (d) when the employee is moving to room and board - ~~\$153 effective April 1, 2019, \$156 effective April 1, 2020, and \$159 effective April 1, 2021~~ **\$159.12 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024.**

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one month's notice shall be given. Where less than one month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

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 their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of ~~\$9,075 effective April 1, 2019, \$9,255 effective April 1, 2020, and \$9,440 effective April 1, 2021~~ **\$9,817.60 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024,** charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim ~~\$2,040 effective April 1, 2019, \$2,080 effective April 1, 2020, and \$2,120 effective April 1, 2021~~ **\$2,204.80 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024.**
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:

- 1% of the first \$50,000 of the purchase price;
- one-half of 1% of any amount of the purchase price above \$50,000;
- the total cost to the Employer under part (c) shall not exceed ~~\$1070 effective April 1, 2019, \$1,090 effective April 1, 2020, and \$1,110 effective April 1, 2021~~ **\$1,154.40 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024**

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (ie., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Part III

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another (see Master Agreement Clause 12.8);
- (b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice;
- (c) as a result of a placement pursuant to Article 36;

the employee will be entitled to the following reimbursements in addition to the provisions of MOU 3 Part II, upon production of receipts:

- (a) real estate commission fees not to exceed ~~\$15,300 effective April 1, 2019, \$15,600 effective April 1, 2020, and \$15,900 effective April 1, 2021.~~ **\$16,536 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** Where a claim is made under this section, there shall be no entitlement to MOU 3, Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed ~~\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$212 effective April 1, 2021~~ **\$220.48 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

MEMORANDUM OF UNDERSTANDING 10
Re: Early Retirement Incentive Plan – for LTD Employees

A. Early Retirement Incentive Plan (ERIP)

1. An Early Retirement Incentive Plan will be developed and offered to employees who:
 - (a) are in receipt of long-term disability benefits, under the Totally Disabled Any Occupation provision;
 - (b) are at least 55 years of age (50 for staff working in Corrections Center) at the time of the offering;
 - (c) have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,
 - (d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.
2. For employees meeting the above criteria and subject to the Employer's approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employees salary as at the date of disability. ~~The ERIP payment may be used as pre-retirement leave.~~ Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.
3. Employees who receive the ERIP will not be eligible for benefits from Article 27.18 Retirement Allowance and Pre-Retirement Leave.
4. The Employer will consult with the Union with respect to timing and duration of the program.
5. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.

B. *Miscellaneous*

1. ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.
2. The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that his/her application for retirement is being processed.
3. The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Appendix 4, Section 2.8 (b) Cessation of Benefits.

4. The Employer will notify the Union of employees who have been offered ERIP.
5. This Memorandum shall remain in effect during the term of the ~~18th~~ **19th**-Main Agreement.

MEMORANDUM OF UNDERSTANDING 18
Re: A Joint Committee for Case Managing and Adjudicating Exclusion Requests

The parties agree that this memorandum of understanding will supplement Main Agreement Clause 2.1 - Bargaining Unit Defined.

(a) *Committee Purpose*

A joint committee will be constituted to provide a venue to address positions which the Employer seeks to have excluded from the bargaining unit. Such positions may be encumbered or vacant.

(b) *Committee Composition*

- (1) The Joint Committee will consist of five representatives, two appointed by the Union, two appointed by the Employer, and a chairperson.
- (2) The Chairperson will be appointed jointly by the parties (to be negotiated).
- (3) The Union and Employer will each appoint representatives who are knowledgeable with the process to the Joint Committee.
- (4) The Chairperson of the Joint Committee will, at the request of either party, sit as facilitator/arbitrator over all disputes pertaining to the appropriateness of any exclusion request before the Joint Committee.

(c) *Committee Procedure*

- (1) The parties will jointly establish terms of reference for use by the Committee.
- (2) In determining eligibility for exclusion the following factors must be considered:
 - (a) Section 11(3) of the *Public Service Labour Relations Act*;
 - (b) Clause 2.1 of the collective agreement;
 - (c) BC Labour Relations Board and arbitration decisions;
 - (d) Similar positions in government; and
 - (e) Previous decisions of the Joint Exclusion Committee.
- (3) The Joint Committee will establish a schedule of **a minimum of** six JEC (Joint Exclusion Committee) meeting dates of the employer and union representative annually by mutual agreement, to review and make decisions. **The Joint Committee may also schedule JEC meetings outside of the annual schedule by mutual agreement to hear individual or a group of exclusion requests that may need to be heard sooner than the set dates or for any other reason.** These meetings may occur in person or via video conference
- (4) Decisions of the Joint Committee will be without prejudice to positions either party may take on any position. Communications between the parties in the committee process leading to previous decisions are privileged and are inadmissible in subsequent committee processes.

(5) Where the Employer determines that a particular matter is more properly processed in accordance with Clause 2.1, it will so notify the Union and this memorandum will not apply.

(6) The Chair will issue a precedential decision with a complete but brief written explanation within seven days of the Committee meeting.

(7) The parties will share equally in all costs associated with the Chairperson and other costs.

(8) The Committee will establish a schedule of monthly case conference meeting dates by mutual agreement attended by representatives of the Union and the Employer. These meetings may occur by phone or via video conference.

(9) By mutual agreement, where it makes sense to hold special or dedicated sessions (such as a major reorganization or the introduction of a new program), such meetings may be added to the schedule or conducted by teleconference. The parties will endeavour to schedule these meetings as soon as possible.

(10) If it is determined that union dues are owed, dues shall be paid by the Employer to the Union within 60 days.

(d) *Requests for Exclusions*

(1) **Bands 1-3** ~~Band 1 and Band 2~~ — Case Conference

All new exclusion requests will be submitted to the Union representatives. Each submission will include:

(a) job description with the management compensation framework finalized;

(b) a copy of the job description for the position which supervises the applied for position;

(c) incumbent name, if applicable;

(d) organization chart for the relevant program;

(e) clear statement as to the legal basis or reason for exclusion.

(f) any other information deemed necessary by the Committee such as precedential decisions and access to appropriate supervisory managers who may provide relevant information to the Committee.

~~The exclusion request will be placed on the agenda for the next case conference meeting unless agreed otherwise by mutual agreement of the Employer and the Union to do otherwise.~~ Should the Union disagree that the position is properly excluded, it will notify the Employer within 21 days. The Union shall provide the reasoning for how the position fails to meet the exclusion eligibility requirements. **Should the Union fail to do so, the position will be deemed to be excluded.**

~~Should the Employer wish to pursue the exclusion, it will advise the Union and the Employer shall, within 30 days, place the request will be placed on the agenda for the next JEC meeting. one of the next three scheduled case conference meetings, unless the Employer and Union mutually agree otherwise. Should the Employer fail to do so, the exclusion request will be deemed to have been abandoned on a without prejudice basis.~~

Following case conference, should the Union disagree that the position is properly excluded, it will notify the Employer within 21 days. The Union shall provide the reasoning for how the position fails to meet the exclusion eligibility requirements. Should the Union fail to do so, the position will be deemed to be excluded.

Should the Employer wish to pursue the exclusion, it shall advise the Union and within 30 days the request will be placed on the agenda for one of the next three scheduled JEC meetings, unless the Employer and Union mutually agree otherwise. Should the Employer fail to do so, the exclusion request will be deemed to have been abandoned on a without prejudice basis.

~~(2) Band 3 – JEC~~

~~All new exclusion requests will be submitted to the Union representatives and the request will be placed on the agenda for the next Committee meeting unless mutual agreement by the Employer and Union to do otherwise. Each submission will include:~~

- ~~(a) job description with the management compensation framework finalized;~~
- ~~(b) a copy of the job description for the position which supervises the applied for position;~~
- ~~(c) incumbent name, if applicable;~~
- ~~(d) organization chart for the relevant program;~~
- ~~(e) clear statement as to the legal basis or reason for exclusion; and~~
- ~~(f) any other information deemed necessary by the Joint Committee such as precedential decisions and access to appropriate supervisory managers who may provide relevant information to the Joint Committee.~~

~~Should the Union disagree that the position is properly excluded, it will notify the Employer within 21 days. The Union shall provide the reasoning for how the position fails to meet the exclusion eligibility requirements.~~

Should the exclusion request remain unresolved following review by the JEC and the Employer wishes to pursue the exclusion, it the Employer will advise the Union in writing within 30 days and the request will be referred to the Chairperson pursuant to (b)(4). Should the Employer fail to advise the Union of their decision within the 30 days, the request will be deemed to be abandoned on a without prejudice basis.

(e) Band 4 - Reverse Onus – Notification of Exclusion to Union

~~The parties agree to the following reverse onus process as a pilot project for the term of the 18th Main Agreement. Unless agreed to by the parties, the reverse onus process will revert back to the process outlined in the 17th Main Agreement as of March 31, 2022, with the exception of any other MOU 18 changes that were agreed to by the parties for the 18th Main Agreement.~~

The Reverse Onus process applies to new Band 4 positions.

The Reverse Onus process will not apply to positions currently classified within the bargaining unit.

The PSA will provide notification of exclusion request to the Union representatives. The notification will include:

- (a) job description with the management compensation framework finalized;
- (b) a copy of the job description for the position which supervises the applied for position;
- (c) incumbent name, if applicable, or the date the position is anticipated to be filled;
- (d) organization chart for the relevant program;
- (e) clear statement as to how the position meets the Reverse Onus criteria; and,
- (f) any other information deemed necessary.

Should the Union wish to dispute the exclusion, the Union will advise the Employer in writing within 14 days and may refer the matter to the Chairperson pursuant to (b)(4).

Should the Chair find that the position is not properly excluded from the Union, the Employer will pay two times the union dues from the time the position was encumbered and until the current incumbent exits the position, at which time the position will be returned to the bargaining unit.

CONSEQUENTIAL AMENDMENT:

**APPENDIX 2
Excluded Classes**

~~During the term of the 18th Main Agreement, All new positions classified at the Band 5 and 6 levels.~~

MEMORANDUM OF UNDERSTANDING 21

Re: Memorandum of Understanding Respecting the Public Service Job Evaluation Plan

- 1. Effective April 1, 2024 amend Appendix L of the Memorandum of Understanding respecting The Public Service Job Evaluation Plan, as follows:**

GROWTH PLAN TO THE SOCIAL PROGRAM OFFICER (SPO) R24 LEVEL

| |
|------------------------------------------------------------------------------------------|
| <p align="center">Full Working Level SPO R24 Grid 24, Step 1</p> |
| <p align="center">Level 2Level 4 Grid 23, Step 1 913 hours</p> |
| <p align="center">Level 1Level 3 Grid 22, Step 1 913 hours</p> |
| <p align="center">Level 2 Grid 21, Step 1 913 hours</p> |
| <p align="center">Level 1 Grid 20, Step 1 913 hours</p> |

Training placement:

| |
|-----------------------------------------------------------------------------|
| <p align="center">Grid 21Grid 18, Step 1 6 months</p> |
|-----------------------------------------------------------------------------|

- Effective April 1, 2024 amend Appendix L of the Memorandum of Understanding respecting The Public Service Job Evaluation Plan, as follows:

GROWTH PLAN TO THE CORRECTIONAL SERVICES (CS) R18

| |
|--------------------------------------------------------------------------------------------------------------------------------|
| <p align="center">Full Working Level Correctional Services (Growth) level Grid 18, Step 1</p> |
| <p align="center">Level 2Level 3 Grid 17, Step 1 913 hours</p> |
| <p align="center">Level 1Level 2 Grid 16, Step 1 913 hours</p> |
| <p align="center">Level 1 Grid 11, Step 1 913 hours</p> |

Training placement:

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center">Grid 14Grid 9, Step 1 6 months</p> <p>Until training is completed (up to approximately 6 months). After completion of training, employees move to the appropriate level of the model.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. Effective April 1, 2022, amend Appendix B of the Memorandum of Understanding respecting the Public Service Job Evaluation Plan, as follows:

Point Bands

| Grid Level | Current Point Band Ranges | Revised Point Band Ranges | Impact |
|-------------------------|----------------------------------|----------------------------------|------------------------------------------|
| 11 12 | 370 to 459 | 370 to 459 | Increase grid level from 11 to 12 |
| 13 15 | 460-544 | 460-624 | Increase grid level from 13 to 15 |

Notes:

- *The Union agrees to withdraw any classification appeals for the above noted grid level 11 and 13 and agrees to a classification appeal moratorium for the term of 19th Main Agreement. (The moratorium will not apply if it is demonstrated a significant change has occurred to the duties and responsibilities of the job after the signing of the tentative agreement).*
- *All other language in MOU 21 deleted.*

**MEMORANDUM OF UNDERSTANDING 22
Re: Temporary Market Adjustments**

Appendix B to MOU 22

Year 1

- Effective April 1, 2022 – Correctional Services R24 will receive an additional one-grid TMA to grid 26
- Effective April 1, 2022 – Court Clerks R11 will receive an additional two-grid TMA to grid 15
- Effective April 1, 2022 - Deputy Sheriff Senior Intelligence Officer R21 will receive an additional one-grid TMA to grid 26
- Effective April 1, 2022 – Deputy Sheriff R24 will receive an additional one-grid TMA to grid 26
- Effective April 1, 2022 – Deputy Sheriff R27 (Staff Sergeant) will receive a one-grid TMA to grid 28

Year 2

- Effective April 1, 2023 – Social Program Officer (SPO) R24 will receive a one-grid TMA to grid 25
- Effective April 1, 2023 – Social Program Officer (CYMH) R24 will receive an additional two-grid TMA to grid 28
- Effective April 1, 2023 – Social Program Officer (CYMH) R27 will receive an additional two-grid TMA to grid 30
- Effective April 1, 2023 – Child and Youth Mental Health Social Program Officer R30 will receive a two-grid TMA to grid 32
- Effective May 1, 2023 – Social Program Officer (Child Protection) R24 will receive an additional one-grid TMA to grid 27
- Effective May 1, 2023 – Social Program Officer (Child Protection) R27 will receive a one-grid TMA to grid 28

Year 3

- Effective April 1, 2024 – Information Systems R24 will receive an additional 3.3% TMA to a total of 9.9%

Note: *The Union agrees to withdraw any classification appeals for the above noted classifications and agrees to a classification appeal moratorium for the term of the collective agreement (the moratorium will not apply if it is demonstrated a significant change has occurred to the duties and responsibilities of the job after the signing of the tentative agreement).*

MEMORANDUM OF UNDERSTANDING 25
Re: Mental Health in the Workplace

The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace and, as such, will continue to adhere to all applicable statutes, policies, guidelines, and regulations pertaining to the promotion of mental health. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program. **The Parties recognize that an integrated approach where employees and the respective ministries share the responsibility for workplace mental health is essential.**

Accordingly, the Employer and Union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace through take steps to adopt 2013 Psychological Health and Safety in the Workplace (CSA-Z1003-13), an ongoing process of continual improvement. Ministry leadership teams will be provided an orientation to The Standard. During the term of the 19th Main Agreement an evaluation of ministry progress toward The Standard and an inventory of adoption and innovations toward The Standard, as well as the leadership team orientation materials, will be provided to Article 29 committees and the Article 22.2 Provincial Joint Occupational Health and Safety Committee (PJOHSC). Thereafter, a workforce mental health report outlining measures and accomplishments will be provided to the Article 29 and PJOHSC on an annual basis.

The Employer will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.

This memorandum remains in force and effect for the term of the 19th Main Agreement.

MEMORANDUM OF UNDERSTANDING 26
Re: MSDPR Pilot Project

1. (a) Effective September 1, 2019, the earned days off resulting from a modified workweek and/or shift pattern shall be scheduled evenly throughout the days of the workweek at the local level for all Employment and Assistance Workers (Community Program Officer R15). Such scheduling shall be on the basis of seniority.

(b) Once scheduled, an employee's earned day off will not be changed without mutual agreement with the employee.

(c) Prior to implementing the modified workweek, affected employees will be canvassed to see if they are interested in changing their earned days off schedule by seniority.

2. The Employer agrees to consult in a meaningful fashion with the Union about any service delivery changes resulting from the poverty reduction plan implementation.
3. The Employer agrees to engage the Union in a review of attrition and retention rates in MSDPR.

Explanatory note: The Parties amended this MOU on December 18, 2019 with MOA "Memorandum of Understanding (MOU) 26, Re: MSDPR Pilot Project". The Parties also augmented this MOU with MOA "re: MSDPR Working from Home and MOU 26" dated July 22, 2020.

MEMORANDUM OF UNDERSTANDING 27 Re: Union/Management Joint Training

In keeping with the intent of building constructive union-management relations the parties agree to jointly develop a ~~one-day~~ training program to be delivered to both steward and manager Step 2 designates **during the term of the 19th Main Agreement.**

The purpose of this training program is to develop an:

- appreciation of the other party's rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training shall be ~~carried out jointly, at the local level~~ **delivered through self-directed e-learning modules, developed by a** teams of qualified union and employer representatives.

Following the introduction of the e-learning modules, the parties agree to jointly deliver virtual follow up sessions to supplement the e-learning, provided there is enough enrollment as mutually determined by the parties.

In addition, for any follow up live delivery as agreed to by the parties, ~~instructors for any follow up live delivery~~ shall receive appropriate training, as agreed to by the parties.

Once the number of instructors has been established by the parties, union instructors shall be selected by the Union.

Union and management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

MEMORANDUM OF UNDERSTANDING 35
Re: Seasonal Regular Employees – BC Wildfire Service

The purpose of the Agreement is to address the employment status of certain auxiliary employees currently existing with BC Wildfire Service (“BCWS”).

1. Effective April 1, 2019:
 - a. the Employer will offer an auxiliary employee who has accumulated 4263 auxiliary seniority hours in **any classification and any** ~~their current~~ seniority unit **within BCWS**, to convert to seasonal regular status with the BCWS (the “Seasonal Regular Employees”);
 - b. **the 4236 auxiliary seniority hours will include all hours worked at straight time and designated paid holidays. It does not include any hours lost pursuant to Article 31.4 or any overtime hours worked/paid within BCWS; and**
 - c. the auxiliary employee must accept the offer within 14 days of receipt and if the employee does not accept, the employee remains an auxiliary employee until the following year when the auxiliary employee may accept the Employer’s offer for conversion to seasonal regular status.

2. In every year subsequent to 2019:
 - a. the Employer will offer an auxiliary employees who has accumulated 4263 auxiliary seniority hours in their current seniority unit to convert to seasonal regular status with the BCWS by February 1 of that year (the “*Seasonal Regular Employees*”); and
 - b. the auxiliary employee must accept the offer within 14 days of receipt and if the employee does not accept, the employee remains an auxiliary employee until the following year when the auxiliary employee may accept the Employer’s offer for conversion to seasonal regular status.

3. The following terms and conditions of employment will apply to the Seasonal Regular Employees:
 - a. The Seasonal Regular Employees will have regular status with corresponding pay and benefits in accordance with the Master and Component Agreements, with exceptions as indicated below.
 - b. The Seasonal Regular Employees have an annual guaranteed 6-month term at full-time hours, which is equivalent to half-time on a regularly scheduled basis.
 - c. The Seasonal Regular Employees are subject to recall and layoff pursuant to Main Agreement Article 31.5(b) and (c) - Layoff and Recall. In the event that the application of Article 31.5(b) and (c) may result in an employee not maintaining the guaranteed annual term in 3(b) above, the Employer may recall the employee out of order of seniority in order to meet that commitment.

- d. The Seasonal Regular Employees' term will be determined based on operational demand and consistent with start and finishing dates as set out in the BCWS' Standard Operating Guideline for Recall of Auxiliary or its equivalent. The Seasonal Regular Employees will be considered on layoff at the end of the term.
- e. The Seasonal Regular Employees' auxiliary and regular seniority hours combined will be used as service seniority for the purpose of recall and layoff.
- f. The Employer will provide the Seasonal Regular Employees with notice by March 1st of every year of the start and finishing dates of the guaranteed six month term.
- g. The Employees are required to report to work for the term set out in the notice in 1(f). Exceptions to this will be in accordance with applicable Main Agreement leave and notice provisions for regular employees.
- h. The Seasonal Regular Employees' term may be extended by mutual agreement between the affected employee and the Employer. The extensions will be offered to Seasonal Regular Employees on the basis of service seniority for the position and prior to auxiliary employees. Extensions do not obligate the Employer to increase the guaranteed length of term in subsequent years.
- i. The Seasonal Regular Employees' term will not exceed a total annual hours of work of 1827 hours in 26 pay periods.
- j. The Seasonal Regular Employees' will earn regular service for all hours worked at straight time rates in accordance with Main Agreement, Clause 11.1 – Seniority Defined.
- k. Article 14.2 of the Main Agreement does not apply to the Seasonal Regular Employees, with the exception of Article 14.2(b).
- l. Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix A attached to this Agreement.
- m. All earned annual leave, ETO and CTO must be taken within the term it is earned and any remaining will be paid out if not used in that term.
- n. The BCWS "Standard Operating Procedure – Pre-Employment Fire Crew Fitness Standard (WFX-FIT)" applies to Seasonal Regular Employees in positions which require the passing of the WFX-FIT Test, or the applicable fitness standard test as the case may be. The Employer is not obligated to find any other work for the Seasonal Regular Employee following failure to pass the WFX-FIT Test. The Seasonal Regular Employee will be deemed to have been ineligible for the work term and will be considered on layoff until a subsequent opportunity for work is available in that position which will be offered on the basis of seniority and prior to auxiliary employees. Should the

subsequent opportunity be that same year, there is no guarantee of a six month continuous term.

- o. STIIP benefits will be calculated in accordance with Main Agreement Appendix 4, Article 1.1(e) unless an employee works a full-time schedule for any period in excess of two calendar weeks and is subsequently unable to report to work due to illness or injury during the period of scheduled full-time work, and is entitled to benefits pursuant to Appendix 4. Such employee will have their STIIP benefit calculated on a basis of the full-time work. This calculation based upon full-time work will continue for the duration of the scheduled full-time term and thereafter will revert to a benefit based upon the employee's regular-part time status (ie: 0.5 FTE annually).
 - p. Main Agreement Appendix 4, Article 1.10 will apply to STIIP benefits upon layoff. The layoff period will run concurrent with the STIIP period.
 - q. Eligibility for LTD will be in accordance with Article 2.1 of Appendix 4 of the Main Agreement.
 - r. The benefit level for LTD will be calculated on the basis of the formula outlined in Appendix #4, Article 2.2 of the Main Agreement.
 - s. The Seasonal Regular Employees' entitlement to Main Agreement, Article 20 – Special and Other Leave, will end when on layoff at the end of the term.
 - t. The Seasonal Regular Employees' are entitled to Main Agreement, Article 21 – Maternity, Parental and Pre-Placement Adoption Leave Allowance in accordance with Article 21.12 of the Main Agreement.
 - u. **The employer-paid benefit coverage (i.e. basic medical, extended health and care, dental, group life, and LTD) for the Seasonal Regular Employees will be extended to the last day of the month following the month the employee is laid off. If the employee takes another auxiliary appointment outside BC Wildfire Service subsequent to layoff, the extension of the employer-paid benefit portion will not apply.** ~~end at the end of the month in which their layoff begins.~~ The Seasonal Regular Employees may maintain their benefit coverage at their own expense by paying the premium themselves.
- 4. The Employer may continue to utilize the auxiliary category of employment as required.
 - 5. Unless otherwise stated in this Agreement, the Main and Component Agreements apply.
 - 6. The Employer's offer to auxiliary employees to convert to seasonal regular status who have accumulated 4263 auxiliary seniority is capped at 500 Seasonal Regular Employees at any given time.
 - 7. Issues arising from the implementation of this Memorandum will be addressed by the bargaining Principals.

CONSEQUENTIAL AMENDMENT:

Expire the MOA dated *April 1, 2019 RE: Seasonal Regular Employees – BC Wildfire Service Amendment* which has been incorporated into clauses 1(a) and (b) above.

MEMORANDUM OF UNDERSTANDING 36

Re: Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees

In recognition of the unique working conditions faced by the seasonal auxiliary employees in the BC Wildfire Service, **Park Rangers in the Ministry of Environment and Climate Change Strategy and Avalanche Crews in the Ministry of Transportation and Infrastructure**, the parties agree to the following:

1. ~~Effective September 1, 2016,~~ The employer-paid benefit portion for benefits under Clause 31.9 of the Main Agreement will be extended to the last day of the month following the month the employee is laid off. If the employee takes another auxiliary appointment outside BC Wildfire Service subsequent to layoff, the extension of the employer-paid benefit portion will not apply.
2. ~~Effective September 1, 2016,~~ The current language, "Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the month in which the layoff occurs by paying the premium themselves" as provided in Clause 31.9(c) of the Main Agreement will be replaced by "Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the end of the month following their layoff date by paying the premium themselves".
3. ~~Effective January 1, 2017,~~ Memorandum of Understanding 5 of the Environmental, Technical and Operational Component and Letter of Understanding 2 of the Administrative Services Component regarding Health and Welfare Benefit Eligibility shall no longer apply to the **seasonal auxiliary employees in the BC Wildfire Service, to Park Rangers in the Ministry of Environment and Climate Change Strategy and to Avalanche crews in the Ministry of Transportation and Infrastructure** seasonal auxiliary employees.
4. ~~Effective January 1, 2017,~~ The current language, "after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods" as provided in Clause 31.9(a) will be replaced by "after commencing the second consecutive year of employment ~~with BC Wildfire Service~~ without loss of seniority and maintaining 500 hours worked at the straight-time rate within the previous 26 pay periods".
5. ~~Effective April 1, 2019, the parties agree that paragraphs 1 – 4 above applies to seasonal auxiliary employees who are Park Rangers in the Ministry of Environment and Avalanche Crews in the Ministry of Transportation and Infrastructure.~~

For clarity:

- The amended eligibility for benefits will not apply to employees required to meet established physical fitness standards until they have successfully passed the physical fitness test.
- This memorandum of understanding applies to seasonal auxiliary employees of BC Wildfire Service, and applies to Wildfire employees covered by the SIH, Administrative Services and ETO Components.

- This memorandum of understanding also applies to Park Rangers in the Ministry of Environment and Avalanche Crews in the Ministry of Transportation and Infrastructure.
- For all other auxiliary employees, the existing Main and Component language applies.
- Employees who are hired by other ministries or branches subsequent to their layoff date from BC Wildfire Service, Avalanche Services, or Park Service will have their benefit hours applied for benefits applicable to that auxiliary position, but will not maintain benefits that apply only to employees of BC Wildfire Service, Avalanche Service or Park Service. Upon recall to BC Wildfire Service, Avalanche Service or Park Service, benefits will apply as though they had been laid off following the fire season.

~~This memorandum of understanding shall terminate upon the expiry of the 18th Main Agreement unless renewed by mutual agreement by the parties.~~

MEMORANDUM OF UNDERSTANDING 37
Re: Liquor Distribution Branch (LDB) Letter of Commitment

The Employer agrees that LDB retail operations will remain direct government employees for the duration of the ~~19th~~ ~~18th~~ Main Agreement.

Retail Stores:

- (a) The LDB will maintain a minimum of 192 retail stores during the term of the ~~19th~~ ~~18th~~ Main Agreement.
- (b) Where two retail stores are consolidated into a new Signature Store, the minimum number of retail stores pursuant to (a) above will be reduced by one.

Distribution:

- (a) The LDB will continue to operate a province-wide distribution system for the term of the ~~19th~~ ~~18th~~ Main Agreement.

Note: As of the date of this MOU, the LDB has ~~197~~ 198 retail stores, ~~23-25~~ of which are Signature Stores.

This memorandum of understanding is enforceable through commercial arbitration under the provisions of the *Commercial Arbitration Act*.

MEMORANDUM OF UNDERSTANDING 40
Re: Pilot Project – Cross Ministry Eligibility Lists

The parties agree to the following framework to establish, manage and implement cross ministry eligibility lists. This memorandum of understanding is intended to add flexibility to the Employer's hiring practices and increase the ability to hire in a more expeditious manner, as well as to increase employees' ability to access promotional and other opportunities throughout the BC Public Service. Cross ministry eligibility lists will be established, managed and implemented as follows:

- a) A cross ministry posting shall identify the **known** locations **of opportunities available**, and ministries to which vacancies from eligibility lists may be used to fill. The Employer will **limit the** ~~restrict these~~ eligibility lists to **the** ~~only these~~ locations and ministries identified in the posting.
- b) Postings to establish cross ministry eligibility lists shall be posted corporately and ministries will be encouraged to have cross ministry representation on the hiring panel. PSA representatives may also provide further hiring panel support to establish eligibility lists that will be applied corporately.
- c) Once a cross ministry eligibility list is established, the PSA will manage and implement the list. Lists will be kept confidential until a vacancy is confirmed and candidates from these lists will be referred to vacancies in rank order. A ministry other than the original hiring ministry is not required to use the eligibility list for a vacancy unless it requests a **candidate** ~~copy of the list~~ from the PSA. Once **a candidate** ~~the list~~ has been requested by a ministry, they shall be required to fill the vacancy **from** ~~using~~ the list.
- d) Candidates on the eligibility list will provide a list of their preferred geographical locations and have the right to refuse any position offered within their preferred geographic area once without being removed from the list.
- e) The PSA will track the creation, management and implementation of eligibility lists and provide an annual update to the Union.
- f) Cross ministry eligibility lists will be in effect for a maximum of **18 months** ~~one year~~ from the date of the establishment of the list.
- g) Ministries and locations not identified in the original posting may request the next available candidate from the lists to fill a vacancy. Candidates who decline an offer from a ministry or location not originally identified on the posting will not be subject to (d) above.**

For clarity, this memorandum of understanding does not apply to eligibility lists for positions restricted to employees within a particular ministry.

This memorandum of understanding will remain in effect for the term of the ~~18th~~ **19th** Main Agreement.

NEW

MEMORANDUM OF UNDERSTANDING # TBD
RE: Article 20 for IYIP and Work-Able Employment Program – Pilot Project

The purpose of this Memorandum of Understanding is to address leave for interns employed under the Indigenous Youth Internship Program (IYIP) and Work-Able Graduate Internship Program pursuant to Article 34. The Parties recognize the unique culture and accessibility barriers the employees of these programs experience and this memorandum aims to improve this through providing the ability to take leave from the program as outlined below.

Effective for the duration of the 19th Main Agreement, the parties agree that the following clauses within Article 20 - Special and Other Leave will apply to interns during their 12-month period of active employment:

- (1) 20.1 – Bereavement Leave
- (2) 20.2 – Special Leave
- (3) 20.3 – Family Illness
- (4) 20.5 – Leave for Court Appearances
- (5) 20.9 – Elections
- (6) 20.11 – Leave for Medical and Dental Care
- (7) 20.12 – Maximum Leave Entitlement
- (8) 20.13 – Emergency Service Leave
- (9) 20.16 – Other Religious Observances
- (10) 20.18 – Compassionate Care Leave
- (11) 20.19 – Leave Respecting Death of a Child
- (12) 20.20 – Leave Respecting Disappearance of a Child
- (13) 20.XX – Supplemental Leave
- (14) 20.YY – Cultural Leave for Indigenous Employees

All leaves will immediately cease upon the conclusion of the 12-month internship program. Should the intern’s employment status change, their benefit entitlement will be commensurate with their employment status.

The Parties agree this is a pilot project for the duration of the 19th Main Agreement.

**MEMORANDUM OF UNDERSTANDING #TBD
Re Cost of Living Adjustments (Appendix 3 – Classifications and Rates of Pay)**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Appendix 3 of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

MEMORANDUM OF AGREEMENT

Respecting

One Time Economic Subsidy Payments in the Liquor Distribution Branch, Ministry of Finance

Insofar as the Parties have recognized that retention challenges may occur for specific bargaining units, one-time economic subsidy payments for eligible employees in the warehouse, wholesale customer centre, distribution centres and retail liquor and cannabis units of the Liquor Distribution Branch are agreed as follows:

1. Employees eligible for the one-time economic subsidy payments are auxiliary and regular employees whose point of assembly include the Burnaby Dry Goods Warehouse, the Victoria Wholesale Customer Centre, Distribution Centres (Delta, Kamloops and Richmond) and Retail Liquor and Cannabis Stores, Liquor Distribution Branch, Ministry of Finance. The following roles and classifications are as follows:
 - a. Seasonal Employees
 - b. Store Clerk
 - c. Cannabis Consultant
 - d. Product Consultant
 - e. Maintenance Worker
 - f. Assistant Supervisor
 - g. Supervisor
 - h. Driver
 - i. Machine Operation
 - j. Wave Planner
 - k. Assistant Manager
 - l. Manager
 - m. Warehouse Worker
 - n. Operations Clerk
 - o. Inventory Control Specialist
 - p. Logistics Coordinator
 - q. Foreman
 - r. Building Security Officer
 - s. Assistant Shipper
 - t. Technical Security Officer
2. The one-time economic subsidy payments are equivalent to \$4.00/hr for a 16- week period to be effective retroactively on April 01, 2022.
3. The one-time economic subsidy payment is payable in one lump sum for regular hours worked during the 16-week eligibility period. The payments will be processed within 45 days after the date of ratification.

4. Full payment of the one-time economic subsidy payment is based on all employees in the eligible positions contained in clause 1 above. On the date of ratification, maternity, parental leave, periods of absences on leave without pay or STIIP periods during the 16-week period and periods of LTD are not eligible.
5. The Parties recognize that these economic subsidy payments are in response to variable market conditions to assist the Liquor Distribution Branch's desired retention outcomes.
6. This Agreement is made without prejudice to the Memorandum of Understanding #22 of the Main Agreement and given the one-time nature of this economic subsidy payment, it is understood that Clauses 2, 3, 4, and 5 of Memorandum of Understanding #22 of the Main Agreement do not apply.
7. It is understood that the economic subsidy payments are not pensionable, and do not form part of the base salary.

MEMORANDUM OF AGREEMENT

Re: Retail Stores and Warehouse Job Evaluation Plan

Effective April 1, 2022, amend the Memorandum of Agreement respecting the Retail Stores and Warehouse Job Evaluation Plan, to ensure all grid 11 positions classified under the RSWJEP will increase to grid 12, and shall be amended to reflect language respecting MOA – Realignment of Compensation Levels in Appendix 3G.(i.e. point bands and grid tables).

MEMORANDUM OF AGREEMENT

Re: Re-Alignment of Compensation Levels in Appendix 3G

Effective April 1, 2022, the compensation levels in Appendix 3G – Retail Stores and Warehouse Wage Scale will be modified to align with the rates of pay in Appendix 3 – Wage Scale as follows:

- **Retail Stores and Warehouse G3 step 1 will be increased to match the rate noted in Appendix 3, Grid Level 7 step 1.**
- **Retail Stores and Warehouse G4 steps 1, 2, 3, and 4 will be increased to match those noted in Appendix 3, Grid Level 9 step 1, 2, 3, and 4.**

MEMORANDUM OF AGREEMENT

Re: FLNRO Classification Appeals at the Joint Technical Working Committee

1. The parties agree to completion of the FLNRO Classification Review Project (CRP) Joint Technical working committee effective the signing of this MOA.
2. Based on the merits of the individual cases, the employer agrees to the reclassifications in Table A **(156 position reclassifications for a total of 451 current and former employee reclassifications)** on a without prejudice basis.
3. The effective date for reclassifications in 2. shall be as per the MOU CRP (July 6, 2017) in which the parties agreed to a common effective date of April 1, 2011.

4. The parties agree to the classification outcomes in Table B, where there is no change to classifications.
5. No classifications will be downwardly impacted because of this review.
6. The Employer will provide the union with a full PSJEP rating list for documentation purposes.
7. The Union agrees to a classification appeal moratorium for 1 year from the signing of this MOA for all positions listed in Table A and B (the moratorium will not apply if it is demonstrated a significant change has occurred to the duties and responsibilities of the job).
8. The parties agree that the Terms of Reference for the CRP Joint Technical Committee, dated August 31, 2017, is considered expired because of this MOA.
9. The parties agree that all classification decisions are considered final and binding.

MEMORANDUM OF AGREEMENT
RE: BC Wildfire Service Regular Full-time Appointments

The BC Government's Budget 2022 Speech of February 22, 2022, committed to a "transition toward year-round fire fighting and risk mitigation." As a result, the BC Wildfire Service (BCWS) has responded by establishing a number of full-time regular positions to support the program transition from seasonal to year-round. The parties also recognize the unique working conditions faced by employees of BCWS and wish to address how 113 of these new full-time regular positions will be filled on an ongoing basis within BCWS.

The majority of the BCWS workforce is comprised of seasonal auxiliary and seasonal regular employees, many of which rely on the seasonal status of their employment and would not be able to commit to a full-time schedule. Furthermore, auxiliary employees have rights to conversion under Article 31.1(b) of the Main Agreement; seasonal regular employees do not have conversion rights.

To recognize the uniqueness of the BCWS workforce, mitigate workforce adjustments and enhance recruitment and retention within the organization, the Parties agree to the following:

1. First time appointment to the 113 regular full-time positions:
 - a. Like auxiliaries, Seasonal Regular employees will be eligible for conversion to regular full-time status, pursuant to Clause 31.1(b).
 - b. These 113 regular full-time positions will be filled initially through the conversion of Seasonal Regular and Auxiliary employees within their existing seniority units.
 - c. Conversion will be offered to, and accepted or declined by, the most senior employee, seasonal regular or auxiliary, that meets the test for conversion for the regular full-time position, by December 1, 2022. If the employer does not receive a response by December 1, 2022, the offer will be deemed declined.
 - d. Employees may decline this initial offer of conversion and maintain their existing status.
 - e. Seasonal Regular employees who decline this initial offer of conversion will be deemed surplus and may be subject to article 13 at the end of the term of the 19th Main Agreement.

- f. All existing Seasonal Regular employees will also be given a one-time offer to accept or decline by January 13, 2023, to revert back to auxiliary status. If the employer does not receive a response by January 13, 2023, the offer will be deemed declined.
 - g. Where a regular full-time position is not filled through conversion, the position will be filled as per Article 12 of the 19th Main Agreement.
2. Ongoing appointments to regular full-time positions:
- a. Subsequent to the initial appointment of any of the 113 regular full-time positions within BCWS, any future vacancies that arise from these positions will be filled through a posting and meritorious process as per Article 12 of the 19th Main Agreement. BCWS will provide a list of all position numbers that make up these 113 regular full-time positions, which will be attached to this MOA as an appendix.
 - b. Accordingly, Seasonal Regular and Auxiliary Employees will not be eligible for conversion into any of the 113 regular full-time positions with BCWS going forward.

MEMORANDUM OF AGREEMENT
RE: Auxiliary and Seasonal Regular Rate of Pay Upon Promotion

In recognition of the unique working conditions faced by the auxiliary and Seasonal Regular employees in the BC Wildfire Service (BCWS), the Parties agree to the following;

1. Any auxiliary or seasonal regular employee who maintains recall status for the BCWS positions outlined in Appendix A, and who is appointed into a promotional opportunity within the same stream identified in Appendix A, will retain their accrued hours worked for the purpose of placement on the salary grid.
2. For greater clarity, Article 27.5 – Rate of Pay on Reclassification or Promotion will apply when the employee is on layoff or recall and is appointed to a promotional opportunity as per (1) above.
3. The hours will not be counted towards increments. The accumulation of hours for increment purposes in their new position will begin on the effective date of their appointment or the new position.
4. Hours will not be retained for any other reason, with the exception of accumulating towards seasonal regular status pursuant to MOU 35.
5. Seasonal Regular employees must resign from their original position when moving into one of the listed promotional opportunities.
6. The employees' seniority will not be transferred for the purpose of recall.
7. If a position listed in Appendix A is ever reclassified, the position will be removed from Appendix A, unless the parties mutually agreed to for it to remain.

APPENDIX A

| Position | Classification |
|-------------------------------|----------------|
| Fire Crew Stream | |
| Crew Member | FT 9 |
| Crew Leader | STO 13 |
| Crew Successional Leader | STO 15 |
| Dispatch Stream | |
| Dispatcher | Clerk 9 |
| Dispatch Lead | Clerk 11 |
| PWRC Stream | |
| PWRC Clerk | Clerk 9 |
| PWRC Group Lead | Clerk 11 |
| Wildfire Claims Stream | |
| Wildfire Claims Assistant | STO 18 |
| Wildfire Claims Specialist | STO 21 |

**MEMORANDUM OF AGREEMENT
AGREED TO LIST OF ARBITRATORS**

The following represents the agreement reached between the Government of the Province of British Columbia represented by the Public Service Agency and the B.C. General Employees' Union respecting an Agreed to List of arbitrators pursuant to Main Agreement Article 9:

| Group One | Group Two |
|-----------------------------|-----------------------------------|
| John Hall | Corinn Bell |
| David McPhillips | Jim Dorsey |
| Vince Ready | Michael Fleming |
| Chris Sullivan | Marguerite Jackson, QC |
| <u>Jim Dorsey</u> | John McConchie (mediation only) |
| <u>Corinn Bell</u> | Julie Nichols |
| <u>Judi Korbin</u> | Karen Nordlinger, QC |
| <u>Mark Brown</u> | Arne Peltz |
| <u>Ken Saunders</u> | Marli Rusen |
| | Robert Pেকেles |
| | Wayne Moore |
| | <u>Amanda Rogers</u> |
| | <u>Koml Kandola</u> |
| | <u>Randy Noonan</u> |
| | <u>Alison Matacheskie</u> |
| | <u>Jacque de Aguayo</u> |
| | <u>Tonie Beherrell</u> |

The arbitrator's list will be maintained with gender equity as a guiding principle. Understanding respecting the agreed to list of arbitrators:

1. Any matter assigned to a Group 2 arbitrator may be assigned to a Group 1 arbitrator within 14 days of the appointment at the unilateral discretion of either party. The parties agree to restrict the exercising of this right to interpretive disputes.
2. Either party may delete a Group 2 arbitrator following the arbitrator issuing their second award but prior to them issuing their fourth award. Confirmation of this decision must be conveyed to other party in writing.

A Group 2 arbitrator must hear and publish three awards (arbitration matters between PSA and the BCGEU) before being eligible for inclusion in Group 1. Final inclusion in Group 1 is by expressed agreement of the parties.

Assignment of Arbitrators

The parties will arrange the names of arbitrators in alphabetical order from Groups 1 and 2, and will assign arbitrators to grievances on a rotational basis as the grievances are filed at as outlined in the attached arbitration process.

The arbitrator will not be notified of the assignment at this time except as outlined below. Expedited arbitrations will be heard pursuant to the MOU regarding that procedure except if the grievance is later filed to formal arbitration.

Should either party wish to have the grievance set down for a hearing, the parties shall initially discuss the case subject to causing undue delay. If no resolution is likely, the parties are to discuss and agree upon the venue, length of hearing and then appoint the arbitrator. Should the parties, following discussion, be unable to agree upon the venue and/or length of the hearing either party may appoint the arbitrator and the arbitrator will assist the parties in an attempt to resolve the issue of venue, length of hearing and dates. Failing agreement by the parties, the arbitrator shall determine the venue and set dates.

Should the assigned arbitrator not be available consistent with the terms of the collective agreement, either party may request the assignment of the next arbitrator into rotation or alternatively, the parties may agree upon an arbitrator.

Policy Grievances

Where both parties agree that a policy grievance will be heard by a single arbitrator, appointment of the arbitrator shall be done by the parties. In this regard, the parties may select any arbitrator from the list by mutual agreement. Prior to an arbitrator's appointment, the party initiating the appointment shall provide the other party with written notice of their intention to do so.

This agreement shall remain in full force and effect for the period of the 198th Main Agreement and will continue in effect until a new or amended agreement is reached.

Expedited Arbitrators:

| | |
|-------------------|------------------------------------------------------|
| Island | Judi Korbin (Chris Sullivan when Korbin unavailable) |
| Lower Mainland | Vince Ready (Chris Sullivan when Ready unavailable) |
| Southern Interior | Chris Sullivan/Robert Pekeles (alternating) |
| Northern Interior | Robert Pekeles |

Hours of Work Umpire: Chris Sullivan

Hours of Work Arbitrator: Agree on case by case basis from agreed to list

ARBITRATION PROCESS

- Union offices filing grievances at arbitration will scan and email, along with the normal correspondence, to the PSA Registrar (john.herbert@gov.bc.ca) and copied to the BCGEU Registrar (bcgeu.registrar@bcgeu.ca).
- Each Friday (for files submitted before noon that day), after confirming the first arbitrator on the list with the BCGEU Registrar, the PSA Registrar will assign a reference number (Arb#) and an arbitrator, in rotation, from the agreed-to list, as attached. This information is emailed to the BCGEU Registrar (Karla Hayes) Friday afternoon.
- Prior to the assignment of arbitrators each Friday, grievances will be "batched" in alphabetical order/grievor surname. Where more than one grievance involving the same grievor has been submitted, arbitrator assignment will be in chronological order based on the time notice was received by the PSA Registrar. Where two grievors have the same surname, alphabetical order will be based on the first name.
- Where a grievance filed by the Employer is submitted to arbitration, the PSA Registrar will be notified in writing (with a copy to the BCGEU Registrar) and the grievance will be included in the normal Friday reference number/arbitrator assignments noted above.

PSA/BCGEU AGREED TO LIST OF ARBITRATORS

- Corinn Bell
- Mark Brown
- Jim Dorsey
- Michael Fleming
- John Hall
- ~~Marguerite Jackson, QC~~
- Judi Korbin
- John Mcconchie (mediation only)
- ~~David McPhillips~~
- Wayne Moore
- Julie Nichols
- ~~Karen Nordlinger, QC~~
- Robert Pekeles
- Arne Peltz
- Vince Ready

- Marli Rusen
- Ken Saunders
- Chris Sullivan
- **Amanda Rogers**
- **Koml Kandola**
- **Randy Noonan**
- **Alison Matacheskie**
- **Jacque de Aguayo**
- **Tonie Beherrell**

Classification Referee: Formal: ~~John Kinzie~~ **Julie Nichols**
Vicki Averill

PSJEP Pilot Project Joint Committee: Chair Robert Pekeles
Clause 1.7 Adjudicator: Agree on a case by case basis from agreed to list
Clause 1.8 Adjudicator: Agree on a case by case basis from agreed to list
Clause 1.10 Panel Chair: Chris Sullivan

LETTERS

Mike Eso
Regional Coordinator
BCGEU

Re: Flexible Work

This letter is to confirm the Parties shared understandings on Flexible Work. The Parties have a longstanding shared commitment that flexible work arrangements are voluntary and require the mutual agreement of the employee and supervisor. Further, flexible work is not an entitlement nor a term of employment.

These work arrangements are sometimes referred to as remote work, working from home, telecommuting, and teleworking. It is a style of work that lets employees do their job from locations other than a standard office. While the Parties have had existing language in collective agreements for many years, recent societal and technological developments have heightened the interest in this issue for employers and employees.

In order to better understand this workplace change, the Bargaining Principals from the BCGEU and Public Service Agency will meet once per year or as mutually agreed during the term of the 19th Main Agreement to review regular reports, which will include the number of telework agreements by ministry, the average number of days those employees work virtually, and other relevant information as may be readily available.

Sincerely,
Alyson Blackstock
Assistant Deputy Minister
BC Public Service Agency
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Mr. Mike Eso
Regional Coordinator
BC General Employees' Union

Re: Archived Vacation

The BCGEU 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 precedence basis.
- This would include archived vacation, up to and including the 2021 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2022.
- Once an employee has logged in and authenticated, they 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 processed by December 23, 2022.

Sincerely,
Alyson Blackstock
Assistant Deputy Minister
BC Public Service Agency

Mr. Mike Eso
Regional Coordinator
BC General Employees' Union

Re: Article 12.1 – Postings – Expressions of Interest

The Union has raised concerns with the Employer’s practice of using Expressions of Interest to fill vacancies of a temporary nature. The following outlines the parties understanding.

The parties agree that Expressions of Interest must adhere to the Main and relevant Component collective agreements as well as the *Public Service Act*. The Main Agreement requires vacancies of a temporary nature, which are known to exceed seven months, to be posted within 30 days.

The Parties also have a shared commitment to a meritorious hiring process.

Accordingly, during the term of the 19th Main Agreement, the BC Public Service Agency commits to:

MoveUP/E&OE/MOS Final Sep 8, 2022

- an outreach and education process with ministries to ensure that they are aware of their obligations under Clause 12.1 and the Component Agreements; and,
- provide the Union all outreach and education materials to ensure transparency and create greater confidence in the hiring process; and,
- for greater transparency, ministries will copy or share Expressions of Interest to respective Ministry Article 29 committees prior to the closing date of the posting.

The Employer further agrees that:

Issues related to a posting raised at the Ministry Article 29 Committee which are unresolved may be referred to the Public Service bargaining principals as contemplated by Article 29.5 of the Main Agreement.

Sincerely,
 Alyson Blackstock
 Assistant Deputy Minister
 BC Public Service Agency

LETTER OF AGREEMENT

PUBLIC SECTOR WAGE INCREASES

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 19th Main Public Service Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining

the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of the 19th Main Public Service Agreement.

MOU's & Ancillary Documents for Renewals

The parties agree to renew the following MOU's found within the Main Agreement for the term of the 19th Main Agreement:

1. MOU 2 Re: The Authority of the Article 13 Joint Committee
2. MOU 4 Re: Alternative Service Delivery (ASD) and Privatization Initiatives
3. MOU 5 Re: Privatization and Alternative Service Delivery (ASD)
4. MOU 6 Re: Alternative Service Delivery (ASD)
5. MOU 7 Re: Early Retirement Incentive Plan (ERIP) and Voluntary Departure Program (VDP) for Privatization
6. MOU 9 Re: Clause 32.10, Article 32.10, Article 36 and Memorandum of Understanding 6
7. MOU 11 Re: Devolution/Transfer of Ministry of Children and Family Dev. Programs
8. MOU 12 Re: Joint Advisory Committee
9. MOU 13 Re: Article 25.8 – Legislative Changes
10. MOU 15 Re: The Application of Main Agreement Clause 13.3(a)(4) and Main Agreement Article 19
11. MOU 16 Re: Auxiliary Employees - STIIP
12. MOU 17 Re: Vacation Adjustments for Remote Locations
13. MOU 19 Re: Seniority for Voluntary Transfer of Auxiliary Employees
14. MOU 20 Re: Project Employees
15. MOU 28 Re: Protocol for Joint Union Management Training Initiatives
16. MOU 29 Re: Stewards at Step 2 of the Grievance Procedure
17. MOU 30 Re: Priority Placement and Employment Equity
18. MOU 31 Re: Regular Part-Time Employees
19. MOU 32 Re: Scheduling of Earned Time Off and Vacation on Layoff
20. MOU 33 Re: Gainsharing
21. MOU 38 Re: Store Closures and Signature Store Openings and Impact on Employees
22. MOU 39 Re: Sunday Openings and Store Consolidation Protocol

Notes:

The parties agree to renew the following ancillary documents to the Main and Component Public Service Agreements:

Memorandums of Agreement:

1. Re Leave of Absence for Union Business – Local Chairpersons
2. Re: Part-time Regular Employees – Court Services Branch
3. Re: Part-time As-and-When Regular Employees – Service BC, Regional Operations

Memorandums of Understanding:

1. Re: MCFD Travelling Child Protection Social Workers (Comp 6) – amended Appendix A

Note: All other ancillary documents not listed are considered as either ongoing or expired.

Housekeeping

1. Appendix A – Seasonal Regular Employees - Service, Benefits, Paid Time Off and Other Allowances: "Superannuation" should be replaced with "Public Service Pension Plan".
2. (15) "*headquarters or geographic location*" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. For the purposes of Articles 12.8, 13 and 36 and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometers (32 kilometers in the ~~GVRD~~ **Metro Vancouver** or CRD) of where an employee ordinarily performs their duties.

When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

3. Non-gendered Language: The parties agree to review and amend the collective agreement as necessary to ensure that all references of gendered language are replaced with non gendered language.
4. Name change of union from BC Government & Service Employees' Union to BC General Employees' Union.