

**MEMORANDUM OF SETTLEMENT**

**for the**

**SEVENTEENTH MASTER AGREEMENT**

**between the**

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**BC PUBLIC SERVICE AGENCY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**E&OE**

*The B.C. Government and Service 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 2 – UNION RECOGNITION AND RIGHTS**

**Letter**

**November 21, 2013**

Dear Mr Davison

**Re: Leave of Absence – Union Observer**

I am writing to confirm the employer's agreement regarding Clause 2.10(a)(6) rights to have an observer present at a posting hearing. The employer agrees to give reasonable notice wherever possible of the date of the interviews to the union. In the event that union leave is denied at the local level, union staff will contact a Director at the BC Public Service Agency to discuss and resolve the leave request. The employer confirms that it will provide as much notice as possible of interview dates and the union confirms that operational requirements will guide the employer's response to the request.

David Vipond  
Director

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

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

**(i) A report of employees who cease employment will be provided to the Union on a quarterly basis.**

## ARTICLE 12 – SERVICE CAREER POLICY

### 12.3 Selection Procedures

(a) Appointments to and from within the Public Service will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the Public Service.

(b) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within classification, which have been evaluated under the selection standards project. ~~If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.~~ **Selection procedures shall also include consideration of years of continuous service, ie., 0.5% of total competition points for each year of continuous service and to a maximum of 10% of total competition points (maximum of 20 years).**

~~(c) If the highest rated qualified applicant is not the applicant with the most years of continuous service the selection panel will determine which qualified applicants, if any, are relatively equal to this applicant. The qualified applicant who is relatively equal with the most years of continuous service shall be appointed.~~

~~(d) For the purpose of this clause "relatively equal" means candidates with:~~

- ~~• 10 years or more of continuous service have a point score difference of 10% or less of the points available for education, skills, knowledge, experience and past work performance;~~
- ~~• less than 10 years of continuous service have a point score difference of 5% or less of the points available for education, skills, knowledge, experience and past work performance.~~

~~(e) Where an eligibility list has been established pursuant to Clause 12.1(b), qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service. Other qualified candidates shall be placed on the list in order of their respective point scores.~~

## ARTICLE 13 – LAYOFF AND RECALL

### PREAMBLE

The Employer agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article.

### PRE-LAYOFF CANVASS

**Prior to the layoff of regular employee(s) under Clause 13.3 or 13.4, the Ministry may at its option, within a geographic location, canvass any employee or group of employees within the Ministry to invite:**

- (i) voluntary placement into a vacant regular position within the Ministry;**
- (ii) resignation with severance as provided for in Clause 13.3/13.4; or**
- (iii) where eligible, early retirement.**

### 13.1 Ministry Workforce Adjustment (Phase 1)

(a) The parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees.

Clauses 13.1 and 13.2 shall not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.

(b) The timeframe for Clause 13.1 placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Ministry Joint Committee. Such notice will only be issued after consultation with or advice to the Ministry Joint Committee.

(c) Ministry will consult with the Union through the Ministry Joint Committee established pursuant to Article 29 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Ministry workforce adjustment activities will be guided by the following principles and procedures:

- (1) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.
- (2) Ministries must first minimize the impact on their regular employees through the appropriate:
  - (i) layoff of limited term employees;
  - (ii) cancellation of contracts for employment agency personnel;
  - (iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
  - (iv) where necessary, layoff of auxiliary employees;

- (3) Ministries must exhaust all placement options within their own ministry prior to seeking placement of affected staff in other ministries. This will include lateral transfers and, where necessary, regular employees displacing auxiliary employees performing ongoing work.
- (4) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and ~~seniority block~~ **geographic location** for placement into vacant positions for which they are qualified.
- (5) Surplus employees will be placed through lateral transfers in their same geographic locations where such vacancies are available.
- (6) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies in their same geographic location. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to Clause 13.2 (Phase 2).
- (7) Acceptance of offers made to employees pursuant to this clause is voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

### **13.3 Less Than Three Years' Service Seniority**

In the event of a layoff, the following shall apply to regular employees with less than three years' service:

*(a) Layoff*

~~(1) Layoff of regular employees with less than three years' service seniority shall be in reverse order of seniority within a classification and within ministry seniority blocks as specified in Appendix 7 – Seniority Blocks.~~

**(1) The employee to be laid off shall be the employee with the least service seniority in the same classification, the same ministry and same geographic location.**

(2) (i) A regular employee designated for layoff may opt to use Clause 13.4(c)(2)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same ~~seniority block~~ **geographic location** may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

(iii) If an employee is not placed through the option of (a)(2)(ii) above, then they may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same ~~seniority block and same~~ **geographic location**.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee in the ministry, within the same ~~seniority block~~ **geographic location** and going onto auxiliary recall lists within the ministry within the geographic ~~boundaries of the seniority block~~ **location**.

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain their regular status unless they fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21— Maternity, Parental and Pre-Adoption Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.4 of the Master Agreement, the vacation scheduling provisions of component agreements and notice of layoff as specified in (b) below.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of layoff and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (pro-rated for partial years).

(5) (a) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(b) The Employer shall notify regular employees, in writing, who are to be laid off, 20 workdays prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work 20 full days after notice of layoff, they shall be paid in lieu of work for that part of the 20 days during which work was not made available.

(c) An employee shall not accumulate seniority while on layoff.

(d) Providing regular status is maintained pursuant to (a)(4) above, a regular employee with service seniority of less than three years and who is laid off, will be placed on a recall list for the purposes of recall to a regular position within the ministry in the geographic location ~~or the geographic boundaries of the seniority block~~ **whichever is greater**, from which the employee has been laid off.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of six months or longer duration shall be considered to be "*regular*" recall under this section rather than "*auxiliary*" recall under Clause 31.5 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(f) *Severance Pay*

(1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.

(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to three weeks' pay for every year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

### 13.4 Layoff - Three or More Years of Service Seniority\*

(c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) The employee to be laid off shall be the employee with the least service seniority in the same classification, the same ministry and same geographic location. ~~or the geographic limits of the seniority block, whichever is greater.~~

Balance of Article 13: Maintain Current Language

**Note: May be further consequential amendments required**

## ARTICLE 14 – HOURS OF WORK

Letter

November 29, 2013

Mr John Davison  
A/Assistant Deputy Minister

Dear Mr Davison

**Re: Clause 14.1 – Hours of Work  
Correctional and Sheriff Services' Component**

This will confirm our agreement that the current joint labour/management committee which discusses hours of work and scheduling for the Correctional and Sheriff Services' component will continue to function with the same mandate. This agreement will remain in force and effect until the opening of the new Okanagan Correctional Centre in Oliver, BC.

Further, this will confirm our agreement to withdraw our proposal to increase the annual hours of work under Clause 14.1(b).

Darryl Walker  
President

## ARTICLE 15 – SHIFT WORK

### 15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

- (1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive;

(b) *Shift Premium (full-time employees): effective April 1, 2016:*

- ~~\$1.35~~ **\$1.40** per hour for afternoon shift
- ~~\$1.45~~ **\$1.50** per hour for night shift

## ARTICLE 18 – ANNUAL VACATIONS

### Letter

November 19, 2013

Mr. Darryl Walker  
President

Dear Mr. Walker

**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 ~~2011~~ **2013** vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in ~~November 2012~~ **December 2014**.
- Once an employee has logged in and authenticated, ~~he/she~~ **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 completed by December 31, ~~2012~~ **2014**.

John Davison  
A/Assistant Deputy Minister

## ARTICLE 20 – SPECIAL LEAVE

### 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) wedding of the employee - three days; **effective April 1, 2015 – two days**

- (2) attend wedding of the employee's child - one day;
  - (3) birth of the employee's child - two days;
  - (4) serious household or domestic emergency - one day;
  - (5) moving household furniture and effects - one day;
  - (6) attend their formal hearing to become a Canadian citizen - one day;
  - (7) attend funeral as pall-bearer or mourner - one-half day;
  - (8) court appearance for hearing of employee's child - one day;
  - (9) in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments; **effective April 1, 2015 – two days per calendar year – this may be used in one-half shift increments;**
  - (10) child custody hearing – one day per calendar year.
- (b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7), (8), (9) and (10) leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

## **ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**

- (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
    - \$55 per biweekly period.

<b>Effective April 1, 2016:</b>	<b>\$56 per biweekly period</b>
<b>Effective April 1, 2018:</b>	<b>\$58 per biweekly period</b>
  - Level 2 Occupational First Aid Certificate
    - \$43 per biweekly period.

<b>Effective April 1, 2016:</b>	<b>\$44 per biweekly period</b>
<b>Effective April 1, 2018:</b>	<b>\$45 per biweekly period</b>

## **ARTICLE 25 – HEALTH AND WELFARE**

### **25.2 Extended Health Care Plan**

The parties agree to increase the lifetime maximum of \$250,000 to \$500,000 effective January 1, 2016.

### **YEAR 1**

#### **Clause 27.26 Qualified Registered Professional Fees**

- Professional fees not to exceed the **2013** fee schedule. (*see language in Article 27*)

**Clause 25.2 Extended Health Care Plan**

- Annual Deductible – Effective February 1, 2014 increase the annual deductible to \$90 from the current \$80.

**Year 2**

**Clause 25.2 Extended Health Care Plan**

- Effective January 1, 2016 – 80% coverage of total eligible paramedical expenses from the 7<sup>th</sup> visit (currently it is the 9<sup>th</sup> visit)
- Effective January 1, 2016 – reimbursement formula of 80% coverage for the first \$1,200 (currently \$1,000) in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,200 would be covered at 100%.

**Year 3**

**Clause 25.2 Extended Health Care Plan**

- Effective January 1, 2017 – 80% coverage of total eligible paramedical expenses from the 5<sup>th</sup> visit.
- Effective January 1, 2017 - reimbursement formula of 80% coverage for the first \$1,350 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,350 would be covered at 100%.

**Year 4**

**Clause 25.2 Extended Health Care Plan**

- Effective January 1, 2018 – 80% coverage of total eligible paramedical expenses from the 1st visit.
- Effective January 1, 2018 - reimbursement formula of 80% coverage for the first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,500 would be covered at 100%.

**ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES**

**27.3 Rates of Pay**

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

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

**Note:** (1) The Economic Stability Dividend (ESD) is payable as the cents per hour equivalent to the percent of pay which would be paid from the ESD formula as a general wage increase.

\* Reference: MOU – Economic Stability Dividend (new)

### 27.8 Vehicle Allowance

Vehicle allowance shall be:

Date	Rate per km
April 1, 2013	52¢
<b>April 1, 2016</b>	<b>53¢</b>
<b>April 1, 2018</b>	<b>54¢</b>

### 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	November 7, 2012	April 1, 2016	April 1, 2018
Breakfast	\$11.75	<b>12.00</b>	<b>12.00</b>
Lunch	\$13.50	<b>13.80</b>	<b>14.00</b>
Dinner	\$22.75	<b>23.25</b>	<b>24.00</b>

### 27.25 Lodging Allowance

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

- (1) effective April 1, 2012 - \$30; and
- (2) **effective April 1, 2016 - \$30.75; and**
- (3) **effective April 1, 2018 - \$31.65**

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.

### 27.26 Qualified Registered Professional Fees

Regular employees 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 ~~2009~~ **2013** fee schedule).

This clause applies to the following:

- Certified General Accountants
- Certified Management Accountants
- Chartered Accountants
- ~~Licensed Practical Nurses~~
- Registered Forest Technologists
- Registered Professional Biologists

- Registered Dietitians
- Property Negotiators

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION  
with MOU 22 – TEMPORARY MARKET ADJUSTMENTS**

**Year 2**

- Effective April 1, 2015 - Reclassify Deputy Sheriff R15 to R18.
- Effective April 1, 2015 - Reclassify Correctional Officer R16 to R18.

**Notes:**

- *Consequential amendments to MOU 22 eliminating the Deputy Sheriff R15 + 3 grid TMA and the Correctional Services R16 + 3 grid TMA and the creation of a new Correctional Officer R18 + 1 grid TMA*
- *The parties agree to the attached updated benchmark job descriptions for:*
  - Correctional Officer R18
  - Deputy Sheriff R18
- Effective April 1, 2015 – Include Temporary Market Adjustments in all calculations involving base pay. (See attached MOU 22).
- Effective April 1, 2015 – Provide 3 grid TMA to Meteorologists (R24 to R27).
- Effective October 1, 2015 - Reclassify Social Program Officer R26 to R27.

**Year 3**

- Effective November 1, 2016 – Social Program Officer (CYMH) R25 (as per MOU 24) will receive a one grid TMA to Grid 26.

The Union agrees to withdraw any classification appeals for the Social Program officer (CYMH) R24 positions.

- *Consequential amendment to MOU 22*

**Year 4**

- Effective April 1, 2017 – Where an employee achieved an increment step in a position that they were temporarily appointed that increment step will be recognized in future temporary appointments and promotions provided it is within two years of achieving the step.
- Effective April 1, 2017 – Appendix N will be applied to Trade classifications listed in Appendix 3D.
- Effective April 1, 2017 – Appendix N
  - Stockworker R16 to R17
  - Inspector – Mechanical Motor Vehicle R28 to R29

## **Year 5**

- Effective April 1, 2018 – Appendix N
  - Stockworker R17 to R18
  - Inspector – Mechanical Motor Vehicle R29 to R30

The following benchmarks will be reviewed and updated within 18 months of the signing of the 17<sup>th</sup> Master Agreement:

- Ministry Investigators (BM #365)
- Customer Service Representatives – Service BC (BM #099)
- Client Service Workers – MSD (BM #010)

All benchmarks reviews that result in an upward classification will have an effective date of April 1, 2014.

## **Letter**

**December 2, 2013**

David Vipond  
Director

Dear Mr Vipond

**Re: Benchmark Reviews**

The parties agree that their agreement to reclassify the following positions:

- (1) Deputy Sheriff R15 to R18 and
- (2) Correctional Officer R16 to R18

does not prevent either party from pursuing any benchmark review, related to the above, currently underway to arbitration.

Yours truly

John Davison  
A/Assistant Deputy Minister

## **28.1 Classification Plan**

(a) The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the Public Service Bargaining Unit. The parties also agree to apply the Public Service Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Public Service Job Evaluation Plan.

The Public Service Job Evaluation Plan will be used to evaluate positions in the Master Agreement and to determine their appropriate factor ratings.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

~~(c) The former classification plan specifications are redundant for evaluation purposes and will be utilized solely for descriptive purposes to assist in the orderly management of the Public Service including staffing and collective agreement purposes.~~

## **28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs**

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly change in the job evaluation plan, a joint technical working committee will be used. There will be equal representation of technical experts from the Employer and the Union on this committee, and total membership from each side will not exceed four.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the Public Service Bargaining Unit and shall make joint recommendations to the bargaining principals ~~for ratification.~~

(d) When a new or substantially altered benchmark/reference job covered by this agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

## **28.3 Classification Appeal Procedure**

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 8—Grievances, of this agreement.

### **Part 1**

(a) If an employee believes that the position they occupy is improperly classified they shall complete and forward to their immediate supervisor, **excluded manager and the BC Public Service Agency** ~~and to the Union~~ Part 1 of the Classification Appeal Form requesting a written job description describing duties and responsibilities, which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties and must be signed by an excluded manager or designate. An organization chart will also be included at this step.

(b) The employee and their immediate supervisor will review the job description and identify in writing any discrepancies between assigned duties and the job description content. If the excluded manager (or designate) agrees, the duties will be incorporated into the job description and signed by the excluded manager or designate. ~~Any duties in dispute will be listed in writing by the employee and will accompany the Part 1 form.~~

### **Part 2**

(c) If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the BC Public Service Agency and the Union within 30 days of receipt of the written job description or when the response was due at

Clause 28.3(a) or the appeal will be deemed to have been abandoned. **Any duties in dispute will be listed in writing by the employee and will accompany Part 2 of the Form. If the employee has not received the job description within 30 days of their request in Part 1, the employee will list their duties and note those duties that they believe are evidence of a higher classification.**

**(d)** Differences between the employee and the excluded manager or designate respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "joint on-site" interview or telephone conference. The Union's classification representative will be advised of the date, time and location of on-site interviews in order that they may attend. The BC Public Service Agency shall respond **with a written rationale** within 60 days of ~~receipt~~ **the Part 2 date** of such a request.

### ~~Part 3~~

~~(d)~~ **(e)** If there remains a dispute respecting the classification level, the Union will ~~complete Part 3 of the Classification Appeal Form and submit completed Parts 1, 2 and 3 of the form~~ **respond** to the BC Public Service Agency within 60 days of receipt of the written response at Clause 28.3(~~e~~ d) or when the response was due. ~~Part 3 of the form~~ **The Union** will provide a written classification rationale explaining why the rating sought is more appropriate than the existing rating focusing on the area(s) in dispute for each appellant, or group of appellants, including reference to supporting benchmarks in the relevant classification/job evaluation plan. ~~The Employer shall review the appeal and respond to the Union with a comprehensive explanation of its decision within 60 days of receipt of the appeal at Clause 28.3(d e).~~ The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend.

**(f)** If the classification level remains in dispute, the Union and the BC Public Service Agency may agree to an alternative process in order to resolve the classification appeal.

~~(e)~~ **(g)** If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 28.4 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of ~~receipt of~~ the response from the ~~Employer~~ **Union at Clause 28.3(e)** or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

~~(f)~~ **(h)** These time limits may be extended in writing by the mutual agreement of the parties.

~~(g)~~ **(i)** A submission of a classification appeal to adjudication shall be ~~by certified mail or by courier~~ **transmitted** to the Employer. ~~If submissions may be~~ **are** transmitted by facsimile, however, the sender ~~must forward the original documents by mail within three business days of the facsimile transmission.~~ ~~The sender will retain a facsimile receipt to prove service.~~

## **28.4 Adjudication**

(a) The parties shall jointly agree upon a list of referee(s) who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 28.3(e g).

(1) The referee shall be assigned to hearings, depending upon availability, on a rotating basis from the list of referees. For full hearings, the order of rotation may be varied by mutual agreement of the parties.

(2) Expedited Adjudication - Classification appeals submitted to the adjudication stage may be submitted to a referee for a final and binding decision pursuant to and in accordance with this article and Memorandum of Understanding 34—Joint Committee for Expedited Classification Appeals.

**28.5 Effective Dates**

The effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 28.3(a), ie., the **Part 2 date**.

**ARTICLE 31 – AUXILIARY EMPLOYEES**

**31.7 Health and Welfare**

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of:

<b>Date</b>	<b>Rate per hour</b>	<b>Max biweekly</b>
April 1, 2013	70¢	\$49.00
<b>April 1, 2016</b>	<b>72¢</b>	<b>\$50.20</b>
<b>April 1, 2018</b>	<b>74¢</b>	<b>\$51.45</b>

**ARTICLE 32 – GENERAL CONDITIONS**

**32.8 Copies of Agreement**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the Agreement available electronically to all employees. A limited number of copies will be printed for distribution to employees that do not have access to computers at work. The cost of such printing and distribution shall be borne equally by the parties.

Where required, the Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50% of the distribution costs.

(b) The cover of the Agreement shall read as follows:

**SEVENTEENTH MASTER AGREEMENT**  
between the  
GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA  
represented by the  
BC PUBLIC SERVICE AGENCY  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)

**Effective from April 1, 2014 to March 31, 2019**

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed Master and relevant component agreement within 90 days of the signing of the relevant Component Agreement, providing the Master Agreement is already signed. Ninety days may be waived in extenuating circumstances.

**Note:** Copies of agreements:

- (i) Correctional & Sheriff Services 2,000
- (ii) Retail Stores & Warehouse 6,400

(iii) Social Information Health	3,000
(iv) Administrative Services	2,000
(v) Environmental, Technical Operations	1,500
(vi) Master	18,000
(vii) Master – spiral bound	4,000

**Note:** *The duration of the 17<sup>th</sup> Master is more than two times as long as the 16<sup>th</sup> Master and as such the parties agreed to double the number of collective agreements printed.*

### **32.10 Transfer of Employees Out of the Public Service Bargaining Unit**

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

### **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 \$150; **effective April 1, 2016 - \$153; and effective April 1, 2018 - \$158**, 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 or eyewear.

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

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

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

If an employee does not present a complaint within the prescribed time limits, or 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***

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

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

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

### ***Investigation***

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

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

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

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

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

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

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

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

~~Disciplinary action taken by the Employer which is consistent with the recommendations of the Panel shall not form the basis of a grievance~~ **The Panel shall be seized with any grievance(s) filed which pertain to the misuse of managerial/supervisory authority complaints.**

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

## ARTICLE 34 – SPECIAL EMPLOYMENT PROGRAMS

### 34.4 Aboriginal Youth Internship Program

(b) Notwithstanding Clause 31.5(d), AYIP graduates will be considered to have in-service status for the purpose of applying on competitions only for a period of ~~nine months~~ **two years** after the completion of their internship.

## ARTICLE 37 – TERM OF AGREEMENT

### 37.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, ~~2014~~ **2019**.

### 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, ~~2014~~ **2019**, but in any event not later than midnight, January 31, ~~2014~~ **2019**.

(b) Where no notice is given by either party prior to January 31, ~~2014~~ **2019**, both parties shall be deemed to have given notice under this clause on January 31, ~~2014~~ **2019**, 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.

### 37.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 37.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### 37.4 Change in Agreement

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

### 37.5 Agreement to Continue in Force

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

### 37.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect ~~first pay period following date of ratification~~ **April 1, 2014**.

~~Note: Date of ratification is November 7, 2012.~~

## APPENDIX 1 – MINISTRIES, BOARDS and AGENCIES

This agreement applies to all employees within the B.C. Government and Service Employees' Union bargaining unit who are employed in all ministries of the Government of the Province of British Columbia.

It also applies to all employees within the B.C. Government and Service Employees' Union bargaining unit employed in other boards, agencies or commissions which have been designated by Order-in-Council pursuant to Section 3 of the *Public Service Act* or whose enabling legislation provides for the appointment of employees pursuant to the *Public Service Act*. These include:

Agricultural Land Commission  
BC Review Board  
BC Coroners Service  
BC Farm Industry Review Board  
~~BC Investment Management Corporation~~  
~~BC Lottery Corporation~~  
BC Pension Corporation  
~~Broadmead Care Society~~  
**Destination British Columbia**  
~~Forensic Psychiatric Services Commission~~  
Forest Practices Board  
Islands Trust  
~~Oak Bay Lodge Continuing Care Society~~  
Office of Police Complaints Commissioner  
~~Provincial Capital Commission~~  
Workers' Compensation Appeal Tribunal

The Parties agree that prior to:

- (1) the devolution or transfer of any of any employees out of the Public Service Bargaining Unit pursuant to Clause 32.10, or
- (2) removal of *Public Service Act* application by Order-in-Council for agencies listed in this appendix

the Employer will give a minimum of 60 days' notice to the Union before job offers are made and the transfer/removal occurs in order that discussion under Clause 32.10 will occur.

#### **APPENDIX 7 – SENIORITY BLOCKS**

##### **Delete**

**Note:** Notwithstanding the deletion of Appendix 7, seasonal layoff of regular part-time Liquor Distribution Branch employees with less than three years' seniority will continue to be governed by the Geographic Layoff and Recall Areas outlined in Appendix 1 and 2 of the Retail Stores and Warehouse Component agreement.

#### **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, ~~2012~~ **2013. Such employees are grand-parented 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 Master 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.**

~~9~~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.

~~1011~~. The provisions of Article 13 shall be subject to the provisions of this memorandum of understanding.

~~1112~~. This memorandum remains in force and effect for the term of the ~~16<sup>th</sup>~~ 17<sup>th</sup> Master Agreement.

**MEMORANDUM OF UNDERSTANDING 2**  
**Re: The Authority of the Article 13 Joint Committee - renewed**

**MEMORANDUM OF UNDERSTANDING 3**  
**Re: BOARD/LODGING/RELOCATION EXPENSES**

**Part 1**

**1.1 Board and Lodging Allowance**

(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.

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

**Part II – Relocation Expenses**

**2.10 Real Estate and Legal Fees**

On relocation or within one year of the effective date of relocation, an employee who purchases and/or sells 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 \$8,500; **effective April 1, 2016 - \$8,700; and effective April 1, 2018 - \$8,900**, 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 \$2,000.

(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 \$1,000; **effective April 1, 2016 - \$1,025; and effective April 1, 2018 - \$1,050.**

**MEMORANDUM OF UNDERSTANDING 4**  
**Re: Alternative Service Delivery (ASD) and Privatization Initiatives**

The Employer agrees that the number of impacted employees resulting from ASD initiatives outlined in Memorandum of Understanding 6 and Privatization initiatives pursuant to Clause 36.2 Privatization will not exceed ~~250~~ **900** during the term of the ~~16<sup>th</sup>~~ **17<sup>th</sup>** Master Agreement.

The memorandum of understanding will be in force and effect for the term of the ~~16<sup>th</sup>~~ **17<sup>th</sup>** Master Agreement.

**MEMORANDUM OF UNDERSTANDING 5**  
**Re: Privatization and Alternative Service Delivery – renewed  
for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 6**  
**Re: Alternative Service Delivery (ASD) - renewed  
for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 7**  
**Re: Early Retirement Incentive Plan (ERIP) and  
Voluntary Departure Program (VDP) for Privatization – renewed  
for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 9**  
**Re: Clause 32.10, Article 36 and Memorandum of Understanding 6 – renewed  
for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 11**  
**Re: Devolution/Transfer of Ministry of Children  
and Family Development Programs - renewed**

**MEMORANDUM OF UNDERSTANDING 12**  
**Re: Joint Advisory Committee – renewed**

**MEMORANDUM OF UNDERSTANDING 13**  
**Re: Bullying in the Workplace**

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

(b) (1) Where a complaint of bullying between peers is brought to the attention of the Employer, within 30 days of the most recent alleged occurrence, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to

remedy the complaint. Details of the complaint will be provided to the respondent. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation. For the purpose of this memorandum of understanding "peers" refers to employees who are not in a reporting relationship where one employee is supervised by the other.

(2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the excluded manager with jurisdiction for the worksite within 21 days of having received notification or resolution referenced in (b)(1). The excluded manager will investigate this matter and, if substantiated, take appropriate action within 30 days to resolve the complaint.

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

### **Referral to MOU 13 Panel**

~~(4) If the disposition of the complaint is still disputed by either employee, the complaint may be referred within 21 days to the Public Service Agency and the Union for resolution by the Bargaining Principals. Their decision regarding the complaint will be issued within 45 days and will be final and binding.~~ **The Union may refer the matter, in writing, to the Panel within 21 days.**

~~(5) Any decision or action taken in response to a bullying complaint is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Agreement.~~

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

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

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

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

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

~~Disciplinary action taken by the Employer which is consistent with the recommendations of the Panel shall not form the basis of a grievance.~~ **The Panel shall be seized with any grievance(s) filed which pertain to the bullying complaint.**

~~(6) Clauses 1.7, 1.8, 1.9 and 32.15 of the Master Agreement do not apply to this process.~~

This memorandum remains in force and effect for the term of the ~~16<sup>th</sup>~~ **17<sup>th</sup>** Master Agreement.

## **MEMORANDUM OF UNDERSTANDING 14**

### **Re: Clause 31.12 – Eligibility Requirements for Benefits**

**MEMORANDUM OF UNDERSTANDING 15**  
**Re: The Application of Master Agreement Article 13.3(a)(4) and**  
**Master Agreement Article 19 - renewed**

**MEMORANDUM OF UNDERSTANDING 16**  
**Re: Auxiliary Employees – STIIP – renewed**

**MEMORANDUM OF UNDERSTANDING 17**  
**Re: Vacation Adjustments for Remote Locations - renewed**

**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 Master 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 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) All new exclusion requests will be submitted to the Committee. Each submission will include:
  - (a) the official job description with the management compensation framework finalized and a copy of the job description for the position which supervises the applied for position;
  - (b) incumbent name, if applicable;
  - (c) the organization chart for the relevant program;
  - (d) 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; and

(3) (a) Where a position paid at a target rate of \$88,343.33 per year (formerly ML6) or higher, the Employer will provide the Union the incumbent's name, if applicable, the job description, a copy of the job description for the position which the excluded position will report to, and organization chart. Should the Union disagree that the position is properly excluded, it may bring it to the Committee for a decision by notifying the Employer within 30 days of receipt of such notification. **The notification shall include the Union's reasoning for how the position fails to meet the exclusion eligibility requirements in (4) below.**

(b) **In order to respond to time-sensitive operational needs, the parties agree that, for the duration of the 17<sup>th</sup> Master Agreement, up to 75 positions that are paid at less than the target rate in (3)(a) above shall be treated in the same manner as positions that meet the target rate.**

(4) 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.

(5) The Committee will establish a schedule of meeting dates, monthly or less frequently by mutual agreement, to review and make decisions.

(6) 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.

(7) 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.

(8) An included employee who substitutes in an excluded position for a period up to 20 working days shall remain in the bargaining unit for the duration of the temporary assignment. For periods of substitution exceeding 20 working days, an employee shall be temporarily appointed and will be excluded for the entire duration of the appointment period.

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

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

#### **MEMORANDUM OF UNDERSTANDING 19**

**Re: Seniority for Voluntary Transfer of Auxiliary Employees - renewed**

#### **MEMORANDUM OF UNDERSTANDING 20**

**Re: Project Employees - renewed**

#### **MEMORANDUM OF UNDERSTANDING 22**

**Re: Temporary Market Adjustments**

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

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

1. Positions identified to receive a TMA may include specialized and/or unique positions that are not part of a larger generic group; or the recruitment challenge can be directly linked to the geographic location of the work.
2. The TMA is not considered as base pay, but is pensionable and, effective April 1, 2013, is applied to overtime. **Effective April 1, 2015 the TMA will be included in all calculations involving base pay.**
3. An eligible employee in receipt of salary protection pursuant to Clause 27.7 will have the TMA reduced by the corresponding amount of salary protection.
4. Except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a TMA will continue to receive the TMA should it be discontinued pursuant to #5 below so long as they remain in the position and the principle duties of the position remain unchanged.
5. Any temporary market adjustment is subject to mutual agreement between the Bargaining Principals for the term of the ~~16<sup>th</sup>~~ 17<sup>th</sup> Master Agreement except that the Employer may terminate the payment of any TMA with 60 days' notice to the Union. Except as provided in #4 above, payment of the TMA will cease on the expiry or termination date.

This memorandum supersedes and nullifies any former agreement(s) respecting the matter of temporary market or wage adjustments.

*Consequential amendments required to MOU 22 – TMA grids*

**LETTER**

December 2, 2013

David Vipond  
Director

Dear Mr. Vipond:

**Re: Recruitment and Retention**

The parties agree that good compensation practices suggest that wage adjustment is a final resort for most employers that is used only when and if other recruitment and retention initiatives have been attempted. Put differently, adjusting wages is ordinarily an appropriate response only when a recruitment and retention issue is solely a wage issue. BCGEU representatives will have an opportunity to present their concerns regarding such recruitment and retention issues through meetings which will occur three times during the middle years of the collective agreement.

The meetings will be comprised of no more than two representatives from the Employer and no more than two representatives from the BCGEU. Each party will bear its own costs of participation in the committee.

Yours truly

John Davison  
A/Assistant Deputy Minister

**MEMORANDUM OF UNDERSTANDING 24**  
**Re: The Recruitment and Retention of ~~Correctional Officers (R15)~~ Court Clerks (R11)**  
**and Child and Youth Mental Health Social Workers (SPO 24)<sup>4</sup>**

The parties agree that ~~Correctional Officers R15~~ & Child and Youth Mental Health Social Worker (R24) will receive an adjustment equating to Grid 16 and 25. **Effective October 1, 2017, Court Clerk (R11) will receive an adjustment equating to Grid 13.**

~~For all purposes of the collective agreement, the two referenced classifications will be considered to be Grid 16 and 25 respectively. For all purposes of the collective agreement, the Child and Youth Mental Health Social Worker (R24) will be considered to be Grid 25 and effective October 1, 2017 Court Clerk (R11) will be considered Grid 13 .~~

<sup>4</sup> *This memorandum applies solely to those positions where a recognized Master's degree is a requirement of the position.*

**MEMORANDUM OF UNDERSTANDING 27**  
**Re: Union/Management Joint Training - renewed**

**MEMORANDUM OF UNDERSTANDING 28**  
**Re: Protocol for Joint Union Management**  
**for Training Initiatives - renewed**

**MEMORANDUM OF UNDERSTANDING 29**  
**Re: Stewards at Step 2 of the Grievance Procedure - renewed**

**MEMORANDUM OF UNDERSTANDING 30**  
**Re: Priority Placement and Employment Equity - renewed**

**MEMORANDUM OF UNDERSTANDING 31**  
**Re: Regular Part-time Employees - renewed**

**MEMORANDUM OF UNDERSTANDING 32**  
**Re: Scheduling of Earned Time Off and**  
**Vacation on Lay-off - renewed**

**MEMORANDUM OF UNDERSTANDING 33**  
**Re: Gainsharing - renewed**

**MEMORANDUM OF UNDERSTANDING 34**  
**Re: Joint Committee for Expedited Classification Appeals – renewed**  
**for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 37**  
**Re: Liquor Distribution Branch (LDB) Letter of Commitment – renewed**  
**for the term of the 17<sup>th</sup> Master Agreement**

**MEMORANDUM OF UNDERSTANDING 38**  
**Re: Store Closures and Signature Store Openings**  
**And Impact on Employees – renewed**

**MEMORANDUM OF UNDERSTANDING 39**  
**Re: Sunday Openings and Store Consolidation Protocol - renewed**

**MEMORANDUM OF UNDERSTANDING xx - new**  
**Re: Economic Stability Dividend**

**Definitions**

1. In this Memorandum of Understanding:

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

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

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

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

*“Calendar year”* is a 12-month period starting January 1 and ending December 31 of the same year based upon the Gregorian calendar.

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

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

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

**The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent above forecast real GDP then employees would be entitled to a GWI of one-half of one percent.

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

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of 50% of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:  
For collective agreement year 3 (2016/17):
  - (i) February 2015 – Forecast GDP for calendar 2015;
  - (ii) November 2016 – Real GDP published for calendar 2015;
  - (iii) November 2016 - Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
  - (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

### **Availability of the Economic Stability Dividend**

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

### ~~**Allowable Method of Payment of the Economic Stability Dividend**~~

- ~~9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.~~

## COMPONENT DOCUMENTS

### CORRECTIONAL & SHERIFF SERVICES

#### CORRECTIONAL OFFICERS PROVISIONS

##### ARTICLE 5 – UNIFORM ISSUE

#### 5.4 Maintenance of Work Apparel

##### (a) *Adult Custody*

It is the responsibility of the employee to clean, launder and maintain all clothing issued and required to be worn by the Employer. ~~An annual allowance of \$50 shall be paid to the employee in December.~~ **The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance for such maintenance and repair.**

- (1) \$50 per year to be paid to the employee in December. The last calendar year this allowance shall be paid is 2016;
- (2) effective April 1, 2017: \$22 per month; and  
effective April 1, 2018: \$29 per month

#### DEPUTY SHERIFFS PROVISIONS

##### ARTICLE 5 – UNIFORM ISSUE

#### 3.4 Maintenance of Work Apparel

(a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of:

- (1) effective April 1, 2013: \$27.50 per month; and
- (2) effective April 1, 2016: \$28 per month; and
- (3) effective April 1, 2018: \$29 per month

for such maintenance and repair.

### RETAIL STORES & WAREHOUSE

#### ARTICLE 13 - CLOTHING

#### 13.3 Safety Footwear

(a) all regular employees and auxiliaries who have worked 1827 hours in a 15-month period up to:

- (1) Effective November 7, 2012: \$133.50 biennially; and
- (2) Effective April 1, 2016: \$136.80 biennially; and
- (3) Effective April 1, 2018: \$140.95 biennially.

(b) auxiliary employees who have worked in excess of 210 hours up to:

- (1) Effective November 7, 2012: \$66.75 biennially; and
- (2) **Effective April 1, 2016:** \$68.40 biennially; and
- (3) **Effective April 1, 2018:** \$70.50 biennially.

Part-time regulars shall be prorated.

## **SOCIAL, INFORMATION & HEALTH**

### **ARTICLE 7 – WORK CLOTHING**

#### **7.4 Maintenance of Work Apparel**

(a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of:

- (1) effective April 1, 2013: \$27.50 per month; and
- (2) **effective April 1, 2016:** \$28.00 per month; and
- (3) **effective April 1, 2018:** \$29.00 per month

for such maintenance and repair.

## **ADMINISTRATIVE SERVICES**

### **ARTICLE 10 – CLOTHING AND EQUIPMENT**

#### **10.2 Maintenance of Clothing**

(a)(b) maintain current language

(c) Where the Employer has a responsibility in (b) above, the Employer will pay an allowance to the employee where arrangements have not been made for dry cleaning and maintenance of:

- (1) effective April 1, 2013: \$27.50 per month; and
- (2) **effective April 1, 2016:** \$28.00 per month; and
- (3) **effective April 1, 2018:** \$29.00 per month

### **ARTICLE 11 – PAYMENT OF WAGES AND ALLOWANCES**

#### **11.6 Safety Footwear**

(a) Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in the amount of:

- (1) effective November 7, 2012: \$133.50 biennially; and
- (2) **effective April 1, 2016:** \$136.80 biennially; and
- (3) **effective April 1, 2018:** \$140.95 biennially.

(b) Such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

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

## ENVIRONMENTAL, TECHNICAL AND OPERATIONAL

### ARTICLE 5 – OCCUPATIONAL HEALTH, SAFETY AND WELFARE

#### 5.3 Safety Equipment

(a) The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Employer.

(b) Regular employees who are required by the Workers' Compensation Board Regulations or the Employer to wear caulk boots or safety-toed footwear shall be entitled to be reimbursed for:

(c)

*(1) safety-toed footwear*

(i) effective November 7, 2012: \$133.50 biennially upon production of a receipt; **and effective April 1, 2016, \$136.50 biennially upon production of a receipt; and effective April 1, 2018, \$140.95 biennially upon production of a receipt; and**

(ii) such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

*(2) caulk boots*

(i) effective November 7, 2012 \$185 biennially upon production of a receipt ; **and effective April 1, 2016, \$189.85 biennially upon production of a receipt; and effective April 1, 2018, \$195.35 biennially upon production of a receipt;**

(ii) such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

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

(d) Notwithstanding (b) above, the Employer shall continue to supply caulk boots to those existing TEO Scalers who, as of August 31, 1992, receive Employer provided caulk boots. Such supply shall continue as long as the TEO Scaler is employed as a TEO Scaler. In these cases where boots are supplied, the reimbursement of (b) above shall not apply.

### ARTICLE 9 - WORK CLOTHING

#### 9.1 Supply of Required Uniforms

(b) The following shall apply to employees in classifications listed in Appendix 2:

(1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The allowance shall be per month:

- (i) effective November 7, 2012: \$27.50; and
- (ii) effective April 1, 2016: \$28.00; and**
- (ii) effective April 1, 2018: \$29.00**

Remainder of clause remains.

(c) Supply of required uniforms for Commercial Transport Inspectors shall be as follows and (a) and (b) above and 9.2 below shall not apply:

Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.

The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance effective ~~November 7, 2012, of \$25.00 per month and~~ effective April 1, 2013, \$25.50 per month; **and effective April 1, 2016 - \$28 per month and effective April 1, 2018 - \$29 per month**, where arrangements have not been made for cleaning, laundering and repairing.

The existing scale of issue will not be changed without consultation of the employee.

## ARTICLE 9 - WORK CLOTHING

### 9.3 Protective Clothing

The following shall apply to employees in classifications listed in Appendix 2:

(d) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such case, an allowance of \$20 per month will be provided; **and effective April 1, 2016 - \$28 per month and effective April 1, 2018 - \$29 per month.**

## **ANCILLARY DOCUMENTS**

**Letter**

**November 14, 2013**

Dear Mr. Walker

**Re: Renewal of Various Memoranda**

This letter is to confirm our agreement that there will be no prejudice to any position either party may take at a hearing about whether an agreement (MOA, MOU or a letter) between the parties that exists outside the Master Agreement or any component agreement that was not specifically renewed or deleted during the bargaining negotiations for the 17<sup>th</sup> Master, is still in force or effect.

John Davison  
A/Assistant Deputy Minister

### **MEMORANDUM OF AGREEMENT**

**Re: Recognition of prior vacation year upon re-employment**

Whereas the Government of the province of British Columbia wishes to enhance its recruitment and retention capabilities through a measure to provide regular employees the ability to have vacation entitlement accrued during previous periods of regular employment as a public service employee recognized, the parties agree as follows:

1. Notwithstanding Clauses 11.3, 11.4, 11.5 and 18.1 of the Master Agreement, a regular employee who loses their service seniority because of:
  - voluntary termination (ie., resignation or retirement), or
  - being on lay off for more than one year, or
  - becoming an auxiliary employee

and is subsequently re-employed as a regular employee will have their vacation year attained prior to voluntary termination or layoff recognized upon re-employment.

2. The provisions of (1) above shall also apply to current regular employees who qualify as outlined in (1) above and have been re-employed as a regular employee prior to the signing of this memorandum of agreement.
3. The enhanced vacation year for employees qualifying pursuant to (1) or (2) above will commence for the 2009 vacation year. For clarity, it is understood that additional vacation entitlement flowing from this memorandum of agreement shall not accrue prior to the 2009 vacation year in any circumstance.
4. This memorandum of agreement shall terminate upon expiry of the 17<sup>th</sup> Master Agreement unless renewed by mutual agreement between the parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this agreement shall maintain same.

**MEMORANDUM OF AGREEMENT**  
**Re: Vacation for benefited auxiliary employees upon**  
**attaining regular status**

In recognition and in the interests of auxiliary employees' commitment to longer term career opportunities in the public service, the parties agree as follows:

1. Commencing January 1, 2008, a regular employee who:
  - (a) has previously qualified for vacation leave as an auxiliary employee pursuant to Clause 31.11(d) of the Master Agreement (ie., completed 1827 hours in 33 pay periods), and, providing seniority has not been lost pursuant to Clause 31.4(a),(b), (c), or (d),
  - (b) subsequently attains regular statuswill have their vacation year as outlined in Clause 18.1(b) increased by one. Excepted as noted in (2) below, this increase of vacation year will be effective in the vacation year immediately following the year in which the employee attains regular status.
2. For clarity, it is understood and agreed that no additional vacation entitlements/costs shall accrue prior to calendar year 2008 and any retroactive recognition prior to 2008 (for future vacation entitlement) applies only to current employees. In this regard, a current regular employee who met the criteria outlined in (a) and (b) above prior to 2008 vacation year, will have their vacation year adjusted for the 2008 vacation year.
3. This memorandum of agreement shall terminate upon expiry of the 17<sup>th</sup> Master Agreement unless renewed by mutual agreement between the parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this agreement shall maintain the adjustment.

**LETTER OF AGREEMENT**  
**Re: Compensation Bargaining Comparability**

1. If the net total compensation increase in the 2014 collective bargaining settlement between HEABC and the NBA exceeds the net total compensation increase in the BCGEU settlement with the PSA for the corresponding period, wage rates in the BCGEU collective agreement with the PSA will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the BCGEU settlement with the PSA is equal to the net total compensation increase of the higher of the NBA settlements.
2. "*Net total compensation increase*" means in each instance the amount calculated as such by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For clarity, it is understood that the PSEC Secretariat's calculation and reporting of a net total compensation increase to the Minister of Finance:
  - a) Will not include wage comparability adjustments, labour market adjustments approved by the PSEC Secretariat or adjustments to include LPNs within the NBA collective agreement; and

- b) Will be net of the value of any change to their collective agreements which were agreed by the NBA and HEABC to obtain a compensation adjustment.

***Note: This letter of agreement will not be published as a part of the Master Agreement.***

**MEMORANDUM OF AGREEMENT**

**RE: Agreed to list of Arbitrators**

**Renewed for the term of the 17<sup>th</sup> Master Agreement – with the removal of Rod Germaine (arbitrator) and the addition of Chris Sullivan as the MOU 13 Panel Chair.**

**Memorandum of Agreement**

**Re: Expedited Arbitration Procedure**

**Renewed for the term of the 17<sup>th</sup> Master Agreement – with the removal of Rod Germaine (arbitrator – Southern Interior) replace with Chris Sullivan.**

**SIGNED ON BEHALF OF  
THE UNION BY:**

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Darryl Walker  
President & Chair of Committee

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Brenda Brown  
Vice-President

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Dean Purdy  
Correctional and Sheriff Services

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Craig MacKay  
Retail Stores & Warehouse

---

Doug Kinna  
Social, Information & Health

---

Lori Joaquin  
Administrative Services

---

Susanne Skidmore  
Administrative Services

---

Byron Goerz  
Environmental, Technical &  
Operational Services

---

David Vipond  
Director

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**

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John Davison, BCPSA  
Acting Assistant Deputy Minister

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Pratibha Bhatnagar, PSEC  
Research and Policy Analyst

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Kimberley Bowman, BCPSA  
Divisional Coordinator

---

Bill Carragher, BCPSA  
Director, Labour Relations

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Ourania Chrisgian, BCPSA  
Director, Employee Relations

---

Pete Coulson, Ministry of Justice  
Provincial Director

---

Michael Lancaster, BCPSA  
Senior Labour Relations Specialist

---

Selina Lew, BCPSA  
Acting Director, Labour Relations

---

Brent Merchant, Ministry of Justice  
Assistant Deputy Minister

---

Catherine Sullivan  
Coordinator, Advocacy

---

Deborah Myles, BCPSA  
Office Manager, Labour Relations

---

Brent Camilleri  
Staff Representative, Negotiations

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Michael Procopio, Liquor Distribution Branch  
Executive Director

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Margaret Coplin  
Administrative Assistant

Dated: \_\_\_\_\_

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