

MEMORANDUM OF SETTLEMENT

for the

EIGHTEENTH MAIN PUBLIC SERVICE 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 1 – PREAMBLE

NEW

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 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 Review and 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.

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.

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 which will be completed without unreasonable delay and the findings of the investigation 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.

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. 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:

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

4. dismiss the complaint.

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

The Panel shall be seized 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.

Consequential Amendment: Delete Article 32.15 and MOU#13

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (d)(2) If no agreement is reached or if no response is received from the Union within ~~90~~ **60** days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.

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, **which shall include a report of employees who have ceased employment and the record of employment code (ROE) used in Block 16 of the ROE form for each of those employees.**

ARTICLE 5 – EMPLOYER AND UNION TO AQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
 - (1) the name, location and work telephone number of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee. **The Employer will provide the union with a list of new employees on a monthly basis. The list will include the location, ministry, payroll and classification of each employee, and will be provided in a mutually agreed format.**
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for ~~15~~ **20** minutes sometime during the first 30 days of employment.
- (e) The Union will provide ministries with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 7 – EMPLOYER/UNION RELATIONS

7.2 Union Bargaining Committees

A union ~~master~~ **main** bargaining committee shall be appointed and consist of ~~the Table Officers of the Union, plus one representative of each component together with,~~ the President of the Union, **Vice Presidents (or designates)** of each **public service** component. **Components with more than 7,500 members may have a second representative.** Component bargaining committees shall be appointed by the Components. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.5 Policy Meetings

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly **quarterly** to discuss ~~problems~~ **issues and suggestions**, which may arise from time to time.

ARTICLE 8 – GRIEVANCES

8.6 Failure to Act

If the President of the Union, or their designate **(or the Employer in the case of an employer grievance)** does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union **or the Employer** shall not be deemed to have prejudiced its position on any future grievance.

8.10 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. **The Union agrees that, after the Union files the grievance at arbitration, the Union's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with any Ministry representative without the consent of the Public Service Agency.**

ARTICLE 9 – ARBITRATION

9.1 Notification

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement or a component agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement or a component agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8—Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.
- (b) ~~Effective January 1, 2011, all~~ **All** grievances arising out of Component 1, 2, 5, 6, 12 and 20 being filed at arbitration will be scanned and emailed, along with the normal correspondence, to the PSA Registrar and copied to the BCGEU Registrar in Advocacy.
- (c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested. **Every effort will be made to complete dismissal hearings within six months of a dismissal grievance being advanced to 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 Main Agreement:**

1. **The parties will schedule four blocks of arbitration dates (“Blocks”) for each year within the term of the 18th 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 ninety (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 seventy-five (75) days prior to the start of the Block. The parties will prioritize terminations.**
3. **The parties agree to fully utilize the scheduled dates in each Block. The parties agree that they will 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 sixty (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 thirty (30) 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, and unless otherwise mutually agreed, the hearings will take place in Vancouver. The arbitrator will deliver the award in writing to the parties within sixty (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, 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 Main Agreement.**

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

9.9 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the ~~Master~~ **Main** or a component agreement;
 - (6) grievances relating to Article 14—Hours of Work of the ~~Master~~ **Main** Agreement;
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) demotions; or
 - (10) grievances that are related to a matter already filed at formal arbitration.**

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party that falls within one of the categories listed in (b) above, may be removed from the expedited arbitration process ~~at any time prior to hearing~~ and forwarded to a regular arbitration hearing pursuant to Clause 9.2, **provided this occurs more than four weeks prior to the scheduled hearing date.**

- (h) The parties will utilize case conference to mutually agree on the grievances set down for expedited arbitration, but all files must be set no later than four weeks prior to the expedited hearing date. Once the parties mutually agree to set a grievance down for expedited arbitration at or after case conference, it cannot unilaterally be forwarded to regular arbitration without mutual agreement of the parties or an order of an arbitrator.
- (i) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE
BC PUBLIC SERVICE AGENCY
AND THE
BC GOVERNMENT AND SERVICE EMPLOYEES' UNION
REGARDING
EXPEDITED ARBITRATION PROCEDURE

The ~~Master~~ **Main** Agreement between these parties provides as follows:

9.9 Expedited Arbitration

The parties shall meet every four-months during the term of the ~~17th Master~~ **18th Main** Agreement or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

Therefore, the parties hereby agree to the following procedure:

1. In February/March, June and September, or other mutually agreed date, the parties will convene a Case Management Meeting to review grievances arising throughout the province, scheduled in advance as follows:

February/March:

Vancouver Island – Victoria (1 Day)

Lower Mainland/Fraser Valley/Southern Interior/North – Burnaby Vancouver (3 Days)

~~Southern Interior/North – 1 Day~~

June:

Vancouver Island – Victoria (1 Day)

Lower Mainland/Fraser Valley/Southern Interior/North – Burnaby Vancouver (3 Days)

~~Southern Interior/North – 1 Day~~

September:

Vancouver Island – Victoria (1 Day)

Lower Mainland/Fraser Valley/Southern Interior/North – Burnaby Vancouver (3 Days)

~~Southern Interior/North – 1 Day~~

In addition, the parties will add extra days as follows:

April: All Regions – LDB – Burnaby (1 day)

November/December – LDB – Burnaby (1 day)

Additional dates may be scheduled as needed by mutual agreement.

The parties agree that there is mutual benefit for Regional Coordinators/Director of Labour Relations, union and employer representatives to attend in person. Where it is not practical for representatives to attend in person, they will advise their counterparts and they may attend via Grievances arising in the Southern Interior and the North may be dealt with by telephone or video conference call.

2. Definitions:

“*Master List*” means the inventory of grievances in the expedited arbitration process that have not been settled, withdrawn, granted or removed to formal arbitration.

“*Short List*” means those grievances that the parties intend to address at the next Case Management Meeting.

“Codes” will include the following:

- “ANR” – Adjourned to Next Round
- “APF” – Abeyance Pending Formal Award
- “SIP” – Settlement Implementation Pending
- “SL” – Short List
- “STO” – Settlement Talks Ongoing

No later than ~~six~~ **eight** weeks prior to each Case Management Meeting, the BCGEU Case Managers/Regional Coordinators will code the Master List and provide the BCPSA with a **vetted** Short List for their region. **No other cases may be added to the Short List, except by mutual agreement.**

The Short List will include the following information:

- The name and work location of the grievor (or each grievor for *et al* grievances)
- The reference number assigned by the arbitration registrar for each grievance
- The name of the ministry
- The ~~Master~~ **Main** or Component Agreement clause on which the grievance primarily rests

- The name of the BCGEU Staff Representative / BCPSA Officer assigned conduct of each grievance

3. **No later than three weeks prior to each Case Management Meeting, the union representative and the PSA representative will discuss each case on the Short List.** The party who bears the onus will provide the other party with a Case Summary at the Case Management meeting. The Case Summary will include the following (if practical/applicable in the circumstances):

- The alleged breach of the collective agreement
- The specific remedy sought
- A draft statement of agreed facts
- The names of potential witnesses and the nature of their testimony
- Documents of reliance
- Authorities
- Notification of any preliminary matters

Notwithstanding that the Case Summary is prepared by the party with the onus, the parties recognize that disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation.

4. The objectives at the Case Management Meeting are as follows:

- The parties will review the Case Summary, hear each side's views on the merits of the grievance, and attempt to resolve the matter, whether by settling, withdrawing, or granting the grievance. Grievances not suitable for expedited arbitration may also be identified at this stage.
- If the parties are unable to resolve the matter because of a lack of information, the Case Managers may specify disclosure or other requirements to be met and expectations regarding further discussions.
- If the parties are unable to resolve the grievance and it appears destined for arbitration, the Case Managers may assist counsel to narrow the issues in dispute and address the need, if any, to call witnesses.
- For grievances that appear destined for arbitration, the parties will discuss witness availability, scheduling preferences and the anticipated length of the hearing.
- For grievances that appear destined for arbitration, the Case Managers will determine if both parties are sufficiently prepared to allow the matter to be scheduled. The Case Managers will either refer such grievances for scheduling, or specify disclosure or other requirements to be met before the grievance may be scheduled.

5. Hearing dates will be scheduled in advance each fall for the following year to appropriately coincide with Case Management Meeting (six weeks following) scheduled as follows:

Lower Mainland	5 times per year x 1 day
Vancouver Island	3 times per year x 1 day
Southern Interior	2 times per year x 1 day
North	2 times per year x 1 day

6. Arbitrators:

Lower Mainland	Vince Ready (Chris Sullivan when Ready unavailable)
Vancouver Island	Judi Korbin (Chris Sullivan Marli Rusen when Korbin unavailable)
Southern Interior	Chris Sullivan/Robert Pekeles (alternating)
The North	Robert Pekeles

7. The Case Managers will **prioritize** and place grievances identified at the Case Management Meeting into available arbitration slots or approve independent scheduling of additional hearing days as the circumstances require.
- 8. The union representative and the PSA representative will ensure that they adhere to the commitments made within the Case Management discussions.**
- 9. Late disclosure of documents that had been requested in a timely manner will result, unless mutually agreed otherwise, in the grievance being removed from the current expedited arbitration hearing list and set for a future expedited hearing list. Only the affected party may trigger the postponement.**
- 10.** Once a grievance is scheduled for arbitration, an adjournment may only be granted with the consent of the Case Managers.
- 11.** Any dispute as to the locale for a hearing, length of hearing, consent for adjournments or other preliminary matters will be resolved by a conference call with the arbitrator.
- 12.** Where a grievance is filed at expedited arbitration and concerns a dispute where the remedy requested would be moot due to the passage of time or where the Case Managers agree that a matter is urgent, they may agree to further expedite a hearing of the grievance by:
- relaxing or waiving the time frames outlined above; and/or
 - reassigning the grievance to be heard to another scheduled expedited hearing date in another location; or
 - utilizing potentially unused days from existing scheduled expedited hearing dates; or
 - scheduling special expedited hearing dates.
- 13.** All grievances related to employee status and contracting out are deemed appropriate for expedited arbitration. However, shall either Party wish a matter to proceed to a full hearing it must first be discussed at an expedited case management meeting. Both Parties will cooperate in completing the attached Contracted Service Checklist/Questionnaire prior to a decision being made to pull the grievance to full hearing.
- 14.** To reduce costs, the parties will endeavour to utilize BCGEU and BCPSA meeting rooms or other similar facilities for Case Management Meetings and arbitration hearings.
- 15.** The parties agree that where circumstances warrant, the attached ‘action form’ will be completed for files discussed at case management.

Signed on behalf of the BCPSA:

Signed on behalf of the BCGEU:

Date: _____

Date: _____

GUIDELINES FOR EXPEDITED ARBITRATION HEARINGS

GUIDELINES FOR COUNSEL

1. As part of the Case Management process prior to arbitration, counsel are expected to discuss areas of agreement, including facts and documents. In appropriate cases, this process shall lead to a joint statement of agreed facts and/or a joint brief of relevant documents (grievance correspondence is neither relevant, nor permissible).
2. Each party is expected to make a comprehensive, yet brief, opening statement. Under no circumstances should counsel make a statement that is not supported by the evidence. Preferably, these statements will be in writing, with copies for the arbitrator and opposing counsel.
3. Rebuttal, if necessary, should be limited to any facts in dispute and any additional facts that are relevant.
4. Counsel should assume the arbitrator is familiar with commonly-used case authorities (*William Scott, KVP*, etc.). Excessive reference to case authorities or *Brown & Beatty* is not encouraged. If possible, authorities should be provided to opposing counsel as part of the Case Management process.

GUIDELINES FOR ARBITRATORS

1. The hearing should be conducted in an informal manner with limited objections by the parties.
2. Hearsay evidence will be allowed without objection from opposing counsel and given the appropriate weight by the arbitrator. However, counsel are permitted to draw the arbitrator's attention to hearsay evidence as it arises.
3. Notwithstanding that the parties should have narrowed the issues in dispute during the Case Management process, the arbitrator may determine the extent of evidence required from witnesses. If testimony strays from the issues in dispute, the arbitrator is expected to assist counsel in focusing the scope of testimony and generally expediting the proceeding.
4. The arbitrator will provide the parties with a written award. The award will normally not exceed one or two pages in length.
5. While recognizing there may be occasions when it is necessary to deviate from these guidelines, the parties expect the arbitrator to make every effort to ensure they are followed.

ARTICLE 10 – DISMISSAL, SUSPENSION AND DISCIPLINE

10.3 Suspension

- (a) The Deputy Minister or any other person authorized in accordance with the *Public Service Act* may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.
- (b) Upon the employee's request, suspensions of less than five (5) days will be removed from an employee's file after the expiration of five (5) years from the date it was issued, provided there has not been a further infraction.

10.5 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) adverse employee appraisals.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the employee's request, any such document, other than formal employee appraisals **unless agreed by way of a grievance settlement**, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

MEMORANDUM OF AGREEMENT
between
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by
B.C. PUBLIC SERVICE AGENCY (PSA)
and
THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

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. Government and Service Employees' Union respecting an Agreed to List of arbitrators pursuant to ~~Master~~ Main Agreement Article 9:

Group One	Group Two
John Hall	Corinn Bell
David McPhillips	Mark Brown
Vince Ready	Robert Diebolt
Chris Sullivan	Jim Dorsey
	Michael Fleming
	Marguerite Jackson, QC
	Judi Korbin
	John McConchie (mediation only)
	Julie Nichols
	Karen Nordlinger, QC
	Arne Peltz
	Marli Rusen
	Ken Saunders
	Kate Young
	<u>Robert Pekeles</u>
	<u>Wayne Moore</u>

ARTICLE 11 – SENIORITY

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21—Maternity, Parental and Pre-Adoption Leave, or leave taken in accordance with Article 20.14 – Canadian Armed Forces and Canadian Coast Guard Auxiliary, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
- (1) they are discharged for just cause;
 - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position; or
 - (3) they are on layoff for more than one year and they do not opt for auxiliary recall pursuant to Clause 13.3(a)(4).

ARTICLE 12 – SERVICE CAREER POLICY

12.7 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
- ~~(1) compassionate or medical grounds to regular employees who have completed their probationary period. **Compassionates grounds includes care for a family member;**~~
 - ~~(2) all employees who have become incapacitated by industrial injury or industrial illness.~~
- (b) In such cases the Rehabilitation Committee established in Appendix 4, Part III shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (c) An employee whose spouse is also an employee and who is transferred pursuant to Clause 12.8, Articles 13—Layoff and Recall, 36—Limited Employment and Privatization, or Memorandum of Understanding 10—Riverview Hospital Devolution, may be considered for a lateral transfer or voluntary demotion to available vacancies.

ARTICLE 14 – HOURS OF WORK

14.4 Rest Periods

- (a) All employees shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.
- (b) An employee unable to take their rest period because the Employer directs them for operational reasons to work through their rest period shall be credited with the missed rest period at straight-time rates in the form of ETO/CTO if the Employer prevented them from taking the rest period by the end of that workday.

14.9 Scheduling of Earned Days Off

Notwithstanding any existing hours of work agreement, the earned days off for all positions and classifications in the Public Service resulting from a modified work week and/or shift pattern shall be scheduled evenly throughout the days of the work week at the local level for all new employees to improve service delivery when approved by an Assistant Deputy Minister, or equivalent. Such scheduling shall be on the basis of seniority. The Employer will provide the Union with at least 60 days' notice of implementing this clause. New employees are all of those employees, including existing bargaining unit employees, hired at the local level after the notice is given.

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

ARTICLE 18 – ANNUAL VACATIONS

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (d) Scheduling of vacation shall be subject to the provisions of the applicable component agreement.
- (e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
Employee requests for changes in a previously approved vacation schedule shall not be unreasonably withheld and approval is subject to operational requirements.
- (f) **Upon resignation, vacation credits that have been utilized yet not earned are understood to be owed to the employer and must be reimbursed. Overdrawn vacation credits may be offset against wages or other monies owed to the employee.**
- (g) **Upon acceptance to the Long Term Disability Benefit Plan, vacation credits that have been utilized yet not earned are understood to be owed to the employer and must be reimbursed. Overdrawn vacation credits may be offset against wages or other monies owed to the employee.**

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay 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, 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) 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.
- (11) employee or employee's child is a victim of domestic violence - three days 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.

(e) For the purpose of special leave under (a)(11), the employee may choose to take the leave with pay intermittently up to three days or in one continuous period.

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses, **including cultural education courses**, in which the employee wishes to enroll.

20.11 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.12. "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of **\$500 ~~\$510 effective April 1, 2019~~, \$520 effective April 1, 2020, and \$530 effective April 1, 2021**, per calendar year.
- (c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.
- (d) Employees in receipt of STIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.
- (e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the **~~\$500~~ \$510 effective April 1, 2019, \$520 effective April 1, 2020, and \$530 effective April 1, 2021** reimbursement, once per calendar year.
- (f) For the purpose of this clause, "*child*" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

20.15 Donor Leave

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

20.18 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to ~~eight~~ **27** weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

20.19 Leave Respecting Death of Child (NEW)

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

20.20 Leave Respecting Disappearance of Child (NEW)

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

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** ~~the termination of her pregnancy~~. Such notice will be given at least 10 weeks prior to the expected date of **birth** ~~the termination of the pregnancy~~.
- (c) The period of maternity leave **may commence up to thirteen weeks prior to the expected date of birth but** shall commence no later than six weeks prior to the expected date of **birth** ~~the termination of the pregnancy~~. ~~The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~
- (d) The commencement of leave **at six weeks prior to the expected date of birth** may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (e) **If an employee intends to commence maternity leave between thirteen and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave.**

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 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) in the case of a birth parent ~~mother~~, 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, ~~however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child.~~ Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - a. within a the 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or
 - b. 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 21.1 and 21.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

21.4 Benefit Waiting Period Allowance

- (a)** An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and is required by Employment Insurance to serve a ~~two~~ one week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to ~~two~~ one weeks at 85% of the employee's basic pay.

- (b) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.**

21.5 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity 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 ~~she~~ **the employee** has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

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 of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, **for those who opt for standard parental leave**, 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, 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 between them.**

21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are: adoptions by a family member; adoptions by the partner of a birth parent; and adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

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 Clause 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 at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to 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.

21.10 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the (b)employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall (c)continue to accrue while an employee is on leave pursuant to Clause 21.1 providing:
 - (1) the employee returns to work for a period of not less than six months, and
 - (2) the employee has not received parental allowance pursuant to 21.6; and
 - (3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 18.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the (b) return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.2 Provincial Joint Occupational Health and Safety Committee

There shall be established a joint committee composed of five representatives of the Employer and five representatives of the Union, **which shall meet on a quarterly basis**. Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

- (a) To review reports on matters referred by Occupational Health and Safety Committees or by Ministry Joint Committees and make recommendations to the Bargaining Principals regarding occupational health and safety matters, ~~and;~~
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members;
- (c) **To review ministry and employer policies regarding the approval for ergonomic equipment;**
- (d) **To make recommendations on appropriate recognition events to mark the April 28th National Day of Mourning to honour workers killed or injured on the job;**
- (e) **To make recommendations on corporate critical incident stress management best practices, recognizing that some ministries have effective critical incident stress debriefing management programs in place currently.**

- (f) **To make recommendations to the Principals and to Ministries on matters covered under Part 4 of the Occupational Health and Safety Regulation, under WorkSafe BC that pertain to Work Area Requirements, Indoor Air Quality, Illumination, Occupational Environment Requirements.**

22.6 Occupational First Aid Requirements and Courses

- i. 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.
- ii. 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.
- iii. 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;
 - Effective April 1, 2016: \$56 per biweekly period
 - Effective April 1, ~~2018~~ **2019**: \$58 **\$59.16** per biweekly period
 - **Effective April 1, 2020:** **\$60.43 per biweekly period**
 - **Effective April 1, 2021** **\$61.55 per biweekly period**
- Level 2 Occupational First Aid Certificate
 - ~~\$43~~ per biweekly period;
 - Effective April 1, 2016: \$44 per biweekly period
 - Effective April 1, ~~2018~~ **2019**: \$45 **\$45.90** per biweekly period
 - **Effective April 1, 2020:** **\$46.82 per biweekly period**
 - **Effective April 1, 2021** **\$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.

ARTICLE 25 – HEALTH AND WELFARE

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) Coordination of Benefits

- Effective April 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

(2) Waiting Period

- Effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of 6 full calendar months of regular employment to the 1st of the month following 3 full calendar months from their date of regular employment.

(3) Lifetime Maximum

- Effective April 1, 2019, increase the extended health lifetime maximum from \$500,000 to \$3 million per person, which includes coverage for out of province or out of country medical emergencies.

(4) Chiropractic, Naturopathic, Podiatry and Acupuncture services

- Effective January 1, 2021, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

(5) Counselling Services

- Effective April 1, 2019, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the current combined maximum of \$500 per family per calendar year for counselling services.

(6) Physiotherapy Services

- Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.

(7) Eye Examinations

- Effective January 1, 2020, increase eye examinations from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of ~~\$80,000~~ **\$100,000**. **The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix 1 – Employee Basic Life Insurance.**

The Employer shall pay 100% of the premium on the base ~~\$80,000~~ **\$100,000** and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in ~~the Group Life Plan~~ **the Employee Basic Life Insurance** and shall ~~complete the appropriate payroll deduction authorization forms~~ **have the appropriate taxable benefit and, if applicable, premium deducted from their pay.**

(c) **The employer shall offer the following optional plans for employees to purchase through payroll deduction:**

- **Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);**
- **Optional Life Insurance for employee, spouse and dependent children;**
- **Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.**

(c) — ~~The group life plan shall include the following provisions for accidental dismemberment:~~

- ~~(1) loss of both hands or feet – the principal sum;~~
- ~~(2) loss of sight of both eyes – the principal sum;~~
- ~~(3) loss of one hand and one foot – the principal sum;~~
- ~~(4) loss of one hand or one foot and sight of one eye – the principal sum;~~
- ~~(5) loss of one hand or one foot – one half the principal sum;~~
- ~~(6) loss of sight of one eye – one half the principal sum.~~

(d) — ~~The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1 – Advance Payment of Group Life Benefits.~~

25.8 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

*** See Memorandum of Understanding re Article 25.8 – Legislative Changes for clarity on the application of this Article**

MEMORANDUM OF UNDERSTANDING (NEW) **Re Article 25.8 – Legislative Changes**

Changes to the Employer health tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer health tax is eliminated and not replaced with another form of Employer paid benefits, Article 25.8 will be triggered.

If Article 25.8 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP is based on 2017. The parties will endeavour to mutually agree on the liability arising from

the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire at the end of the 18th Main Agreement unless renewed by mutual agreement of the parties.

25.10 Health and Welfare Plans

(d) The Employer will seek the Union's input prior to initiating any procurement process to select a service provider for the Health and Welfare Plans listed in (a) above.

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

NEW

27.4 Substitution Pay

(h) 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.

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:

Date	Rate per km
April 1, 2013 Effective April 1, 2019	52¢ 55¢
April 1, 2016	53¢
April 1, 2018	54¢

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	Nov 7, 2012 April 1, 2019	April 1, 2016 April 1, 2020	April 1, 2018 April 1, 2021
Breakfast	\$11.75 \$12.25	\$12.00 \$12.50	\$12.00 \$12.75
Lunch	\$13.50 \$14.25	\$13.80 \$14.50	\$14.00 \$14.75
Dinner	\$22.75 \$24.50	\$23.25 \$25.00	\$24.00 \$25.50

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; and**
- (2) Effective April 1, 2020: \$32.93; and**
- (3) Effective April 1, 2021: \$33.59**

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 ~~2013~~ **2018** 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

27.28 Overpayment

When an employee has been overpaid, the Employer must take the following steps before recovery action is implemented:

- (1) provide the employee with the reason for the overpayment;**
- (2) advise the employee of the intention to recover the overpayment;**
- (3) where the amount of the overpayment is in excess of \$50, recovery action will be limited to 10% of the bi-weekly rate, or at the rate at which the overpayment occurred, whichever is less, unless the employee indicates they would wish to repay at a greater percentage. The repayment period will not exceed three years, except by mutual agreement by the parties.**

ARTICLE 28 CLASSIFICATION AND RECLASSIFICATION

28.1 Classification Plan

(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.

28.3 Classification Appeal Procedure

Part 2

- (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 within 60 days of the "joint on-site" with a written rationale ~~within 60 days of the Part 2 date.~~

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(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 an agreed upon expedited joint process. ~~Memorandum of Understanding 34 – Joint Committee for Expedited Classification Appeals.~~

May 29, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Article 28.4(a) (2) Expedited Adjudication

During the term of the 18th Public Service Agreement, the parties agree to develop and recommend to the principals, an updated joint expedited adjudication process, to replace MOU 34.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

CONSEQUENTIAL AMENDMENT

Delete Memorandum of Understanding#34 (Re: Joint Committee for Expedited Classification Appeals)

May 29, 2018

Mike Eso
Regional Coordinator

Dear Mr. Eso:

Re: Benchmark/Reference Job - Review Status

This will confirm our discussion regarding the status of PSJEP benchmark/reference job reviews.

The following benchmark/reference jobs have been resolved through previous negotiations or by referee since we originally agreed to review these benchmark/reference jobs.

- Court Clerk (BM 012)
- Correctional Officer (BM 046)
- Correctional Supervisor (CR 04)
- Deputy Sheriff (DS 09)
- Sergeant (DS 07)
- Staff Sergeant (DS 02)
- Adult Probation Officer (BM 219)

We consider any related classification appeals from the above list to be withdrawn.

For the following list of PSJEP benchmark reviews still outstanding, these benchmark reviews will now be considered cancelled, however, employees who encumber these benchmark positions, should they proceed to file a classification appeal within a one-year period from the signing of the Agreement, shall retain the effective date of April 1, 2012 for the purposes of their appeal.

The list is as follows:

- Employee Assistance Worker (BM 058)
- Child Protection Social Worker (BM 059)
- Client Service Representative (BM 099)
- Client Service Worker (BM 010)
- Ministry Investigator (BM 365)

Yours truly,

John Davison
Assistant Deputy Minister
BC Public Service Agency

ARTICLE 29 - MINISTRY JOINT COMMITTEE

29.1 Establishment of Joint Committee

There shall be established for each ministry, at least one joint committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The minimum size of this committee shall be two union representatives and two senior employer representatives, and the maximum size shall be four union representatives and four employer representatives. This committee ~~may~~ **is encouraged to** call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and

operating procedures for such committees. Employees appointed to the Joint Committee shall be from the ministry concerned. **Agendas for all meetings will be set two weeks in advance, except as otherwise agreed by the co-chairpersons.**

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization in a ministry which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) **Following a consultative and collaborative leadership approach,** The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) discussing issues relating to the workplace that affect the parties or any employee bound by this agreement;
- (3) correcting conditions causing grievances and misunderstanding;
- (4) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
- (5) reviewing matters unresolved and referred to it by a local occupational health and safety committee except where that local committee is comprised of representatives of more than one ministry. Upon receipt of such a referral the Ministry Committee co-chairpersons shall notify the Provincial Joint Occupational Health and Safety Committee co-chairpersons. The Committee may make recommendations regarding health and safety issues to the Provincial Joint Occupational Health and Safety Committee. Those portions of Ministry Joint Committee and Subcommittee minutes and/or other record of proceedings, which address occupational health and safety issues, shall be forwarded to the co-chairpersons of the Provincial Joint Occupational Health and Safety Committee, or their designates;
- (6) reviewing organizational health issues relating to the recruitment and retention of employees;
- (7) ~~The Committee may make~~ making recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e);
- (8) **discussing opportunities to improve service to the public, which may include ministry contracting practices.**

29.5 Dispute Resolution - NEW

Issues unresolved at the Ministry Joint Committee may be referred by mutual agreement to the Public Service Bargaining Principals.

ARTICLE 30 – SECONDMENT

30.2 Notice of Secondment

The Employer agrees to make every effort to provide an employee with four weeks' written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment. **Ministries will copy the President of the Union on all notices of secondments.**

LETTER FROM PSA TO UNION:

Mike Eso
Regional Coordinator

Dear Mr. Eso:

Re Article 30.2 - Notice of Secondment

Further to our agreement in bargaining regarding the provision of correspondence to the BCGEU President, the Parties agree that the notice that is provided to the Union will include pertinent details related to the secondment but not the actual secondment agreement itself. The pertinent details will include:

- Name and location of receiving organization,
- Secondment time period, including start and end date,
- The management representative in the receiving organization to whom they will report,
- Nature of work or services provided.

The BC Public Service Agency will issue policy direction to ministries that they must copy the President of the Union on all notices of secondments effective April 1, 2019. The policy direction will include templates for such correspondence.

The Parties acknowledge that the PSA does not control or issue *Notice of Secondment* correspondence to employees. Both Parties understand that this will be a matter of ongoing education to meet the terms of the notice requirement, but the PSA commits to taking the necessary steps to ensure that ministries are aware of the commitment made in bargaining.

Sincerely,
John Davison
Assistant Deputy Minister

ARTICLE 31 – AUXILIARY EMPLOYEES

31.7 Health and Welfare

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

Date	Rate per hour	Max biweekly
April 1, 2013 April 1, 2019	70¢ 75¢	\$49.00 \$52.50
April 1, 2016 April 1, 2020	72¢ 77¢	\$50.40 \$53.90
April 1, 2018 April 1, 2021	74¢ 79¢	\$51.80 \$55.30

31.8 Weekly Indemnity

(a) 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.

(b) The benefit waiting period in each case of illness will be ~~14~~ **7** calendar days. This means that benefits will be paid from the ~~fifteenth~~ **eighth** day of illness.

(c-f) MAINTAIN CURRENT LANGUAGE

31.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIIP) - **Appendix 4, Part 1**, Clauses 20.2—Special Leave, 20.3—Family Illness, 20.4—Full-Time Public Duties, 20.5—Leave for Court Appearances, 20.9—Elections, 20.11—Leave for Medical and Dental Care, 20.12—Maximum Leave Entitlement, 20.13—Emergency Service Leave, 20.18—Compassionate Care Leave and Article 21—Maternity, Parental and Pre-Adoption Leave as follows:

(f) (new): The maximum six-month period identified in Appendix 4, Part 1 shall be a maximum seven-month period.

NEW

31.13

(1) Auxiliary employees on layoff and subject to recall and who are unavailable to work due to illness or injury and who call in to their work unit/recall section at the times designated by the ministry, will be eligible for STIIP benefits provided a less senior auxiliary employee is recalled to do the available work. STIIP benefit entitlement will be based on the hours worked by the junior employee replacing the senior employee making the STIIP claim.

(2) Notwithstanding 31.5(n)(5), auxiliary employees claiming entitlement to STIIP pursuant to this memorandum, may be required to provide the Employer proof of illness for each claim in accordance with Appendix 4, 1.4 criteria.

(3) STIIP benefits under this memorandum are only payable to one auxiliary employee per recalled position in accordance with (1) above.

(4) Auxiliary employees making a STIIP claim must call in to their work unit/recall section on a daily basis, unless the employee making a claim for STIIP provides acceptable medical documentation supporting an extended absence.

CONSEQUENTIAL AMENDMENT

Delete Memorandum of Understanding #14

ARTICLE 32 – GENERAL CONDITIONS

32.5 Indemnity

Civil Action - except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

Criminal Actions - where an employee is charged with an offence resulting directly from the ~~proper~~ performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees **as long as the performance of their duties was not dishonest, malicious or otherwise in bad faith.**

Canada Shipping Act - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the ~~proper~~ performance of their duties, the employee shall be reimbursed for reasonable legal fees **as long as the performance of their duties was not dishonest, malicious or otherwise in bad faith.**

At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

Where an employee is required to defend their professional actions arising out of the ~~proper~~ performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence **as long as the performance of their duties was not dishonest, malicious or otherwise in bad faith.**

In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

when the employee is first approached by any person or organization notifying them of intended legal action against them;

when the employee themselves require or retain legal counsel in regard to the incident or course of events;

where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or

when the employee receives notice of any legal proceeding of any nature or kind.

32.8 Copies of Agreements

(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~~ **EIGHTEENTH MAIN PUBLIC SERVICE** 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~~ **2019** to March 31, ~~2019~~ **2022**

(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~~ **Main** and relevant component agreement within 90 days of the signing of the relevant component agreement, providing the ~~Master~~ **Main** Agreement is already signed. Ninety days may be waived in extenuating circumstances.

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 \$600; **effective April 1, 2019 - \$612; effective April 1, 2020 - \$624; and effective April 1, 2021 - \$636.**

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

(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.

ARTICLE 37 - TERM OF AGREEMENT

37.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, ~~2019~~ 2022.

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, ~~2019~~ 2022, but in any event not later than midnight, January 31, ~~2019~~ 2022.

(b) Where no notice is given by either party prior to January 31, ~~2019~~ 2022, both parties shall be deemed to have given notice under this clause on January 31, ~~2019~~ 2022, 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 April 1, ~~2014~~ 2019.

APPENDICES:

APPENDIX 3 – CLASSIFICATIONS AND RATES OF PAY

Compensation Increases

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

- April 1, 2019 2.0%
- April 1, 2020 2.0%
- April 1, 2021 2.0%

APPENDIX 4 – SHORT AND LONG TERM DISABILITY

Short and Long-Term Disability

Part I - Short Term Illness and Injury Plan

1.1 Eligibility and Entitlement

- (a) 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) 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.
- (c) 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 a ~~maximum weekly benefit of \$413~~ or the Employment Insurance maximum weekly sickness benefit, ~~whichever is higher.~~
- (d)
 - (1) Notwithstanding (a), (b) and (c) 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) 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) 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 pro-rated basis.

(g) 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 Public Service 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).

(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 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). **STIIP 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 work days 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~~ **days of work** 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.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same 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).~~

(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.

(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 pro-rated 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) & (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 practice in the province of BC; or

(b) where necessary, from a medical practitioner licensed to practice 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,

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

~~(1) where it appears that a pattern of consistent or frequent absence from work is developing;~~

~~(2) (1) where the employee has been absent for six consecutive scheduled days of work;~~

(2) on the 3rd (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.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

(a) maintain current language;

(b) maintain current language;

(c) maintain current language;

(d) maintain current language;

(e) on suspension ~~without pay~~;

- (f) maintain current language;
- (g) maintain current language;

1.8 Entitlement

~~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.~~

~~1.9~~ 1.8 EIC Premium

The parties agree that the complete premium reduction from Human Resources Development Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

~~1.10~~ 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(c), 1.1(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.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

~~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 Master Agreement 31.12.~~

Part II – Long-Term Disability Plan

2.1 Eligibility

Maintain Current Language.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (1) 70% of the first ~~\$2,300.00~~ **\$2,700.00** of monthly earnings; and
 - (2) 50% of the monthly earnings above ~~\$2,300.00~~ **\$2,700.00**.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

As of April 1, 2022 annual increases to (b)(1) will be calculated by applying a percentage increase equivalent to the annual percentage general wage increase for all employees under the collective agreement. It is understood that the adjustment in (b)(1) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and that Appendix 4, 2.18 Benefit level will not also apply at the time the benefit level is set.

(d) An employee in receipt of long term disability benefits will be considered an employee for pension benefits and will continue to be covered by group life, extended health, dental and medical plans. **Employees also remain eligible for Article 27.18 – Retirement Allowance and Pre-Retirement Leave provided the employee has completed 20 years of service prior to receipt of long term disability benefits and they otherwise meet the requirements of Article 27.18.** Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a rehabilitation committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine month access period.

2.3 Total Disability

(b) ~~Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.~~

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principle duties of their previous classification, the employee may earn in combination with benefits from this plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this plan exceed 100% of the employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principle duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this plan, up to 100% of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings **if the monthly earnings are in excess of \$200 per month.**

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

(4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) ~~intentionally self-inflicted injuries or illness.~~

2.5 Pre-Existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this plan if their total disability resulted from an ~~accident, sickness or mental or nervous disorder~~ **illness or injury** with respect to which medical treatment, services or supplies were received in the 90-day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned ~~accident, sickness or mental or nervous disorder~~ **illness or injury** with respect to which medical treatment, services or supplies were received.

This clause does not apply to present employees who have been continuously employed ~~since April 1, 1987~~ **for a period of five years immediately preceding this claim.**

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose **illness or injury**, ~~sickness, mental or nervous disorder~~ is the basis of claim upon this plan.

Part III - Rehabilitation

Rehabilitation Committee

(2) In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application to the Rehabilitation Committee ~~for alternative suitable employment (P7)~~. An employee who fails to:

- (1) sign the application form;
- (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process ~~consistent with Rehabilitation Committee Principles~~;
- (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program

Shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the ~~ministry who shall~~ Secretary to the Rehabilitation Committee within 10 workdays ~~forward the application to the secretary~~. The Committee members shall be provided with copies of the application.

INFORMATION APPENDIX I

~~Re: Advance Payment of Group Life Benefits~~ Employee Basic Life Insurance

The Employee Basic Life Insurance shall include the following provisions:

1. Accidental Dismemberment and Loss of Sight with the following benefits:

- Loss of both hands or feet – the principal sum;
- Loss of sight of both eyes – the principal sum;
- Loss of one hand and one foot – the principal sum;
- Loss of one hand or one foot and sight of one eye – the principal sum;
- Loss of one hand or one foot – one half of the principal sum;
- Loss of the sight of one eye – one half of principal sum.

2. Advance Payment of Group Life Benefits for Terminally Ill Employees

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause ~~25.4(a)~~ 25-2 are as follows:

- ~~1.~~ • Death must be “expected” within 24 months. The employee’s attending physician will be required to provide sufficient medical information, including, employee’s diagnosis and prognosis, to allow the group life insurance carrier to assess life expectancy.
- ~~2.~~ • Requests for advance payments must be in writing.
- ~~3.~~ • Authorization from the Employer must be submitted with the employee’s request.

4. ● The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. ● A signed release will be obtained from the insured employee prior to payment being made. A release is not required from the designated revocable beneficiaries as they have no legal rights to the life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

Information Appendix III

The BC Public Service's policy regarding suspensions pending the outcome of an investigation requires that the individual remains on pay, except where all four of the following criteria are met:

1. **The level of alleged misconduct is considered to be high and would result in a lengthy suspension or termination if substantiated;**
2. **The preliminary evidence gathered in relation to the allegation(s) at the time of temporary suspension is compelling;**
3. **The nature of, or circumstances giving rise to, the alleged misconduct cannot be reasonably interpreted to be motivated solely by altruistic reasons or in the name of serving the public good, e.g. whistleblowing or protecting the environment;**
4. **A suspension without pay must not negatively impact the conduct of the investigation.**

Suspensions pending the outcome of an investigation on a without pay basis require the authorization of the Assistant Deputy Minister, Employee Relations.

LETTER FROM PSA TO UNION:

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Suspension Pending the Outcome of an Investigation

Further to Information Appendix III, regarding suspensions without pay pending the outcome of an investigation, the policy identified may be amended to address recommendations from independent third parties. Other changes to the policy that are made by the Employer require the Union's agreement, and such agreement will not be unreasonably withheld.

Sincerely,

John Davison
Assistant Deputy Minister,
BC Public Service Agency

Memorandum of Understanding
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 Master Main Agreement.**

Letter

June 8, 2018

Mike Eso
Regional Coordinator

Dear Mr. Eso:

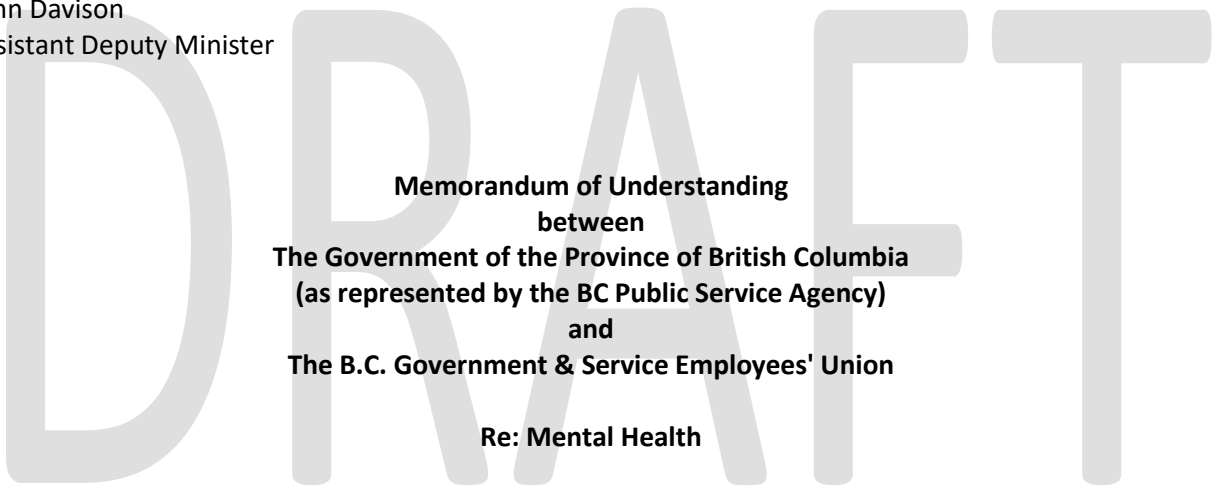
Re: Early Retirement Incentive Plan

This letter confirms the parties agree to jointly promote the Early Retirement Incentive Plan (ERIP) and send a letter promoting ERIP to eligible employees who are in receipt of Long Term Disability Benefits under the Totally Disabled Any Occupation provision during the term of the 18th Main Agreement. The parties will send such letter as early as September 2018 and each year following during the term of the agreement.

The parties commit to assess the progress of the ERIP program and explore ways to increase its up-take during the term of the 18th Main Agreement.

Sincerely,

John Davison
Assistant Deputy Minister



**Memorandum of Understanding
between
The Government of the Province of British Columbia
(as represented by the BC Public Service Agency)
and
The B.C. Government & Service Employees' Union
Re: Mental Health**

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 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 an ongoing process of continual improvement.

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.

For the BCGEU

For the BC Public Service Agency

**Mike Eso
Regional Coordinator**

**John Davison
Assistant Deputy Minister**

Dated this 17th 22nd day of May, 2018

MEMORANDUM OF UNDERSTANDING

Re: Memorandum of Understanding respecting The Public Service Job Evaluation Plan

1. Effective April 1, 2020, 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
9	280 to 369	190 to 369	Increase grid level 9 point range to incorporate Grid level 7 point range
7	190 to 279		Removed

2. Effective April 1, 2021, amend Appendix L of the Memorandum of Understanding respecting The Public Service Job Evaluation Plan, as follows:

Growth Plan to the Social Program Officer Full Working Level

<p>Full Working Level SPO R24 Grid 24, Step 1</p>
<p>Level 4 Grid 22 23, Step 1 913 hours</p>
<p>Level 3 Grid 21 22, Step 1 913 hours</p>
<p>Level 2 Grid 20 21 Step 1 913 hours</p>
<p>Level 1 Grid 19 20, Step 1 913 hours</p>

3. *Effective April 1, 2021, 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
14 15	545 to 624	545 to 624	Increase grid level from 14 to 15

Letter

June 8, 2018

Mike Eso
Regional Coordinator

Dear Mr. Eso:

Re: Public Service Job Evaluation Plan (PSJEP) Grid Ranges

This letter is to confirm the parties’ mutual understanding of Appendix N, as laid out in 1998 in the Memorandum of Understanding respecting the Public Service Job Evaluation Plan. The parties confirm that Appendix N, where grids 15 and higher were broad banded to every third grid (e.g. 15, 18, 21, etc.), was completed during the 17th Master Agreement. However, the parties remain committed to the original vision of broad-banding the entire PSJEP grid ranges to include those below grid 15. For clarity, this means grids 6, 9, and 12.

As part of the above commitment, the parties have agreed for the 18th Main Agreement to the following changes:

- Effective April 1, 2020 – increase grid level 9 point range to incorporate grid level 7 point range.
- Effective April 1, 2021 – increase grid level 14 to 15.

The parties commit to exploring mutually agreeable options for addressing this matter in the future, including in subsequent rounds of bargaining, when there is available funding to do so. Any future changes require PSEC approval.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

MEMORANDUM OF UNDERSTANDING [new]
Re: Liquor Distribution Branch (LDB)
Conversion of Auxiliary Employees

- 1. The parties agree that it is mutually beneficial that the Employer convert 64 auxiliary and 12 regular part-time employees to regular full time BC Liquor Distribution Branch employees.**

2. The attached list (Appendix A) indicates the BCLDB stores and the number of positions which the Employer shall convert from auxiliary or regular part-time to regular full time.

3. The procedure for appointing auxiliary employees to regular full time positions will be as follows:
 - a. In order of seniority, the most senior auxiliary employee with 1827 hours in 33 pay periods will receive an offer for conversion from auxiliary status to regular full time status. This procedure will be repeated until the designated number of positions for a store is fulfilled.
 - b. Auxiliary employees who are offered conversion will receive a letter which will be copied to the President of the Union. The offer letter shall reference this Memorandum of Agreement.
 - c. Auxiliary employees, who are offered and accept a regular position, will retain their original service seniority date.
 - d. Notwithstanding Article 13.5, an employee who declines an offer of employment will not be deemed to have resigned. It is understood there is no penalty for declining conversion under this MOU.

4. The procedure for appointing regular part-time employees to regular full time positions will be as follows:
 - a. In order of seniority, the most senior regular part-time employee will receive an offer for appointment from regular part-time to regular full time status.
 - b. Regular part-time employees who are offered appointment will receive a letter which will be copied to the President of the Union. The offer letter shall reference this Memorandum of Agreement.
 - c. Regular part-time employees, who are offered and accept a regular full-time position, will retain their original service seniority date.
 - d. Notwithstanding Article 13.5, an employee who declines an offer of employment will not be deemed to have resigned.

In the event that there is a dispute regarding the implementation of this memorandum of agreement, the parties will meet to discuss and resolve the matter in a timely manner.

APPENDIX A

Store #	Positions	Location	Store #	Positions	Location
5	2	Campbell River	153		Como Lake
111	3	Commercial Drive	163		Westwood
113		Collingwood	170		Sardis
117		Broadway & Maple	216		Ucluelet
237		28 th & Main	46		Smithers

300	4	Broadway Lillooet	52	2	Terrace
123		Kingsgate	79		Kamloops Columbia Place
44		Rossland	81		Vanderhoof
51		Trail	88		Clearwater
110		Ocean Park	114		Prince George Hart
78		Castlegar	138		Barriere
186		Walnut Grove	221		100 Mile House
16		Golden	223		Kamloops North
76		Richmond Brighthouse	29		Merritt
203		South Burnaby	130		Penticton
125		Westshore	143		West Kelowna
161		Blanshard Square	167	2	Kelowna Orchard Park
188		Nanaimo Longwood Station	107		Westview
242		Saanich	175		Caulfield
243		Nanaimo Terminal Park	228	3	Park Royal
124		Gorge & Tillicum	3		Fort St John
7		Chilliwack	38		Marpole
27		Mission	94	2	Bute Street
40		Port Alberni	160	2	39 th & Cambie
64		Agassiz	191		Yaletown
65		Haney			
109		Aldergrove			

Regular Part-Time to Regular Full Time

Port Hardy	236
Kaslo	18
Fruitvale	95
Sparwood	28
Gabriola Island	134
Pender Island	155
Tofino	118
Ashcroft	2
Smithers	46
Cache Creek	60
Fort St James	248
Fernie	13

MEMORANDUM OF UNDERSTANDING

Re: MSDPR Pilot Project

- (a) Effective September 1, 2019, the earned days off resulting from a modified work week and/or shift pattern shall be scheduled evenly throughout the days of the work week 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.

MEMORANDUM OF UNDERSTANDING

Re: Renewal of MOA's & MOU's

The parties agree to renew the following for the term of the 18th Main Agreement (to remain outside the Collective Agreement):

1. MOA dated October 7, 2008 respecting – “Recognition of Prior Vacation Year upon Re-employment”.
2. MOA dated January 7, 2008 respecting – “Vacation for Benefitted Auxiliary Employees upon Attaining Regular Status”.
3. MOA respecting – “Expedited Arbitration Procedure” (as amended).
4. MOA regarding “Agreed-To-List of Arbitrators” (as amended).
5. MOA respecting – “Health and Welfare Eligibility for BC Wildfire Service Seasonal Auxiliary Employees’ (as amended).
6. Memorandum of Understanding (MOU # 1 – 39) as amended or currently existing.

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, ~~2013~~ **2019**. 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.

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 ~~\$36.50; effective April 1, 2016 – \$38.50; and effective April 1, 2018 – \$40.50~~ **\$41.30 effective April 1, 2019, \$42.15 effective April 1, 2020, and \$42.95 effective April 1, 2021,** 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 ~~\$25~~ **\$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 ~~\$30~~ **\$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 chattels during the move up to a maximum of ~~\$60,000~~ **\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;**

(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) ~~\$500~~ **\$510.00 effective April 1, 2019, \$520.00 effective April 1, 2020, and \$530.00 effective April 1, 2021** for a move not exceeding a distance of 240 kilometers;

(2) ~~\$800~~ **\$815.00 effective April 1, 2019, \$830.00 effective April 1, 2020, and \$850.00 effective April 1, 2021** for a move which exceeds a distance of 240 kilometers;

(3) ~~\$250~~ **\$255.00 effective April 1, 2019, \$260.00 effective April 1, 2020, and \$265.00 effective April 1, 2021** 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 ~~\$5,000~~ **\$5,100 effective April 1, 2019, \$5200 effective April 1, 2020, and \$5300 effective April 1, 2021;**

- (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of ~~\$60,000~~ **\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;**

- (3) the setting up and levelling of a mobile home or double-wide, at the new location to a maximum of ~~\$600~~ **\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021** 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 ~~\$2,500~~ **\$2,550 effective April 1, 2019, \$2,600 effective April 1, 2020, and \$2,650 effective April 1, 2021** 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 - ~~\$600~~**\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021** ;
- (b) when the employee is moving to rental accommodation in the new location - ~~\$300~~**\$305 effective April 1, 2019, \$310 effective April 1, 2020, and \$315 effective April 1, 2021** ;
- (c) when an employee is moving with a mobile home - ~~\$200~~**\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$210 effective April 1, 2021** ;
- (d) when the employee is moving to room and board - ~~\$150~~**\$153 effective April 1, 2019, \$156 effective April 1, 2020, and \$159 effective April 1, 2021.**

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 ~~\$8,500 effective April 1, 2016~~ ~~\$8,700; and effective April 1, 2018~~ ~~\$8,900~~ **\$9,075 effective April 1, 2019, \$9,255 effective April 1, 2020, and \$9,440 effective April 1, 2021**, 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~~ **\$2,040 effective April 1, 2019, \$2,080 effective April 1, 2020, and \$2,120 effective April 1, 2021.**
- (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~~ **\$1070 effective April 1, 2019, \$1,090 effective April 1, 2020, and \$1,110 effective April 1, 2021.** ~~effective April 1, 2016 – \$1,025; and effective April 1, 2018 – \$1,050.~~

(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~~ **Main** 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 ~~\$15,000~~ **\$15,300 effective April 1, 2019, \$15,600 effective April 1, 2020, and \$15,900 effective April 1, 2021.** 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 ~~\$200~~ **\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$212 effective April 1, 2021** 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.

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~~ 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) 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 17th Master Agreement, up to 75 positions that are paid less than the target rate in (3)(a) above shall be treated in the same manner as positions that meet the target rate.~~

~~(4)(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.

~~(5)~~ **(3)** The Joint Committee will establish a schedule of six JEC (Joint Exclusion Committee) meeting dates ~~monthly or less frequently~~ **of the employer and union representative annually** by mutual agreement, to review and make decisions. **These meetings may occur in person or via video conference.**

~~(6)~~ **(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.

~~(7)~~ **(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.

~~(8)~~ **(6)** ~~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)~~ **(6)** The Chair will issue a precedential decision with a complete but brief written explanation within seven days of the Committee meeting.

~~(10)~~ **(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.**

(d) Requests for Exclusions (*NEW)

(1) 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 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 employer wish to pursue the exclusion, it will advise the Union and the request will be placed on the agenda for the next JEC meeting.

(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 Employer wish to pursue the exclusion, it will advise the Union and the request will be referred to the Chairperson pursuant to (b)(4).

(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.

APPENDIX 2 - EXCLUDED CLASSES

Add:

During the term of the 18th Main Agreement, all new positions classified at the Band 5 & 6 levels.

LETTER FROM PSA TO UNION:

To: Mike Eso, BCGEU
Regional Coordinator

Letter of Commitment
Memorandum of Understanding #18

The Employer is committed to enhancing procedures and guidelines in order to simplify and expedite the exclusion approval process. This will include:

- The PSA will work with Ministries to advise of the legal requirements and criteria for exclusion, under the collective agreement and legislation;

- The PSA will review all Ministry requests and support those that are determined to meet legal requirements and the criteria agreed by the parties. Only submissions that are approved by the PSA will be submitted to the union;
- The content of all submission requests will be reviewed and approved by the PSA to ensure they are complete and the union is provided with the necessary to make a decision.
- For Reverse Onus positions, the approval of the Employee Relations Branch will be required prior to notification to the union.

It is our expectation that the above commitments, combined with the changes to MOU#18 that were agreed by the parties in the most recent round of bargaining, will benefit both parties and will result in a much more efficient exclusion approval process.

Sincerely,

John Davison
Assistant Deputy Minister, PSA

Exclusion Reviews: If, in the opinion of the Union, a position no longer meets the legal test for exclusion, the matter may be referred to adjudication under the terms of the Memorandum of Agreement regarding Exclusion Review, dated July 2016.

MEMORANDUM OF UNDERSTANDING 22
Re: Temporary Market Adjustments

Appendix B to MOU 22

Year 1

- Effective April 1, 2019 – Correctional Services R18 in the Adult Custody Division will receive an additional one-grid TMA to grid 20.
- Effective April 1, 2019 – Deputy Sheriff R18 will receive a TMA of one-grid to grid 19.
- Effective April 1, 2019 – Social Program Officer (Child Protection) R24 will receive a TMA of one-grid to grid 25.
- Effective April 1, 2019 – Deputy Sheriff (CM/PIO) R18 will receive an additional one-grid TMA to grid 20.
- Effective April 1, 2019 – Deputy Sheriff R21 will receive an additional one-grid TMA to grid 23
- Effective April 1, 2019 – Instructor (Corrections) R18 will receive an additional one-grid TMA to grid 22
- Effective April 1, 2019 – Deputy Sheriff Senior Intelligence Officer R21 will receive an additional one-grid TMA to Grid 25

Year 2

- Effective April 1, 2020 – Correctional Services R18 in the Adult Custody Division will receive an additional one-grid TMA to grid 21.
- Effective April 1, 2020 – Deputy Sheriff R18 will receive an additional one-grid TMA to grid 20.
- Effective April 1, 2020 – Deputy Sheriff (CM/PIO) R18 will receive an additional one-grid TMA to grid 21.

- Effective April 1, 2020 – Deputy Sheriff R21 will receive an additional one-grid TMA to grid 24

Year 3

- Effective April 1, 2021 – Social Program Officer (Child Protection) R24 will receive an additional one-grid TMA to grid 26.
- Effective April 1, 2021 – Social Program Officer (CYMH) R27 will receive a one-grid TMA to grid 28.
- Effective April 1, 2021 – Meat Hygiene and Agri-food Inspectors and Seafood Inspectors (Scientific/Technical Officer R21) in the Food Safety and Inspection Branch, Ministry of Agriculture will receive a one-grid TMA to grid 22.
- Effective April 1, 2021 – Agri-food Inspection Supervisors (Scientific/Technical Officer R27) in the Food Safety and Inspection Branch, Ministry of Agriculture will receive a one-grid TMA to grid 28.
- Effective April 1, 2021 – Deputy Sheriff R18 will receive an additional one-grid TMA to grid 21.
- Effective April 1, 2021 – Deputy Sheriff (CM/PIO) R18 will receive an additional one-grid TMA to grid 22.
- Effective April 1, 2021 – Information Systems R27 will receive an additional 3.3% TMA increase to a total of 9.9%.

Note: *The Union agrees to withdraw any benchmark/reference reviews and 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 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 18th Main Agreement.

Retail Stores:

- (a) The LDB will maintain a minimum of ~~185~~ **192** retail stores during the term of the ~~17~~ **18th** ~~Master~~ **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 ~~17~~ **18th** ~~Master~~ **Main** Agreement.

Note: As of the date of this MOU, the LDB has 197 retail stores, ~~22~~ **23** of which are Signature Stores.

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

NEW

**Memorandum of Agreement
Between the
Government of the Province of BC
(as represented by the BC Public Service Agency)
and the
B.C. Government and Service Employees' Union
(BCGEU)**

Whereas the parties have a mutual interest in updating the *Public Service Act* and making changes to Article 12 of the Main Agreement to modernize human resources practices and improve hiring processes in the public service, the parties agree to the following:

- The parties will review the provisions of the *Public Service Act* with a view to making recommendations to government on needed legislative changes. It is agreed that recommendations will be made by September 1, 2018 so that there is sufficient time to allow for potential drafting/approval of Request for Legislation to advance in the Spring, 2019 session;
- In working towards proposed legislative changes, up to four representatives of the Public Service Agency, including members of the Executive of the Public Service Agency (the Deputy Minister and Assistant Deputy Ministers), and up to four appropriate representatives from the BCGEU will engage in a series of workshops in July and August to jointly solution a new model that would modernize human resources practices in the BC Public Service, including, but not limited to, making it more nimble and flexible, more supportive of diversity and inclusive, and reframe the oversight of merit while ensuring merit-based staffing practices and hiring appeal processes that are meaningful and efficient;
- An interest-based approach would be used to guide the joint solution workshops. The initial workshop(s) would focus on each party articulating the current challenges or identifying the potential opportunities so that common understanding can be reached. From there, joint solutioning of a model/practice(s) that should be considered would be identified. This would then in turn lead to the identification of changes needed in the legislation;
- The Agency will also consult with the union on miscellaneous amendments to the *Public Service Act* including Public Service Oath provisions, authorities of the Head of the Public Service Agency, information management, and housekeeping/administrative clarifications;
- If the parties are unable to agree on recommended amendments to the *Public Service Act*, the Agency will put forward the BCGEU's position on any areas of disagreement, as well as any of the Agency's positions, to the Minister of Finance as part of the request for legislation process;
- The parties recognize that the Agency cannot guarantee that proposed amendments to the *Public Service Act* would be introduced in the Spring 2019 session as this is the sole purview of the Legislature;
- The parties will also use the workshop process to **discuss, and explore potential changes to, the current service delivery model for Human Resources services in the Public Service and**

negotiate changes to Article 12 of the Main Agreement. The Article 12 discussions will include, but are not limited to, all Article 12 proposals that the parties tabled on May 7, 2018 as part of the negotiations for the 18th Main Agreement; **In addition, the proposals that the Employer made on special employment programs will be included;**

- Any agreed changes to the Article 12 require confirmation by PSEC that they are either cost-neutral or are within the overall financial mandate for 18th Main Agreement.
- If there are any Article 12 issues that are still outstanding as of September 1, 2018, the parties will agree to resume formal collective agreement negotiations on those outstanding issues that were tabled on May 7, 2018. The formal Article 12 negotiations must be concluded by October 15, 2018 provided that the overall negotiations for the 18th Main Agreement have been completed.

Signed on behalf of the BC Government and Employees' Services Union Signed on behalf of the BC Public Service Agency

Stephanie Smith
President

Lori Halls
Deputy Minister

Signed on behalf of the BC Government and Employees' Services Union

Signed on behalf of the BC Public Service Agency

Mike Eso
Regional Coordinator

John Davison
Assistant Deputy Minister

May 23, 2018

MEMORANDUM OF AGREEMENT
Between the
GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the
BC PUBLIC SERVICE AGENCY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEE'S UNION (BCGEU)

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 their current seniority unit to convert to seasonal regular status with the BCWS (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.
2. In every year subsequent to 2019:
 - a. the Employer will offer an auxiliary employee 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 Main 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 1 of every year of the start and finishing dates of the guaranteed 6-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 6-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 (i.e. 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. Benefit coverage (i.e. Basic medical, extended health and care, dental, group life, and LTD) for the Seasonal Regular Employees will 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.

This Memorandum of Agreement remains in effect for the term of the 18th Main Agreement.

Dated April 1, 2019, in the Province of British Columbia:

For the Employer:
John Davison, ADM

For the Union
Mike Eso, BCGEU Coordinator

APPENDIX A
Seasonal Regular Employees
SERVICE, BENEFITS, PAID TIME OFF AND OTHER ALLOWANCES

Prorated:

- Service seniority (one year of service seniority for every 1827 hours worked)
- Vacation
- Paid Holidays
- ~~Master~~ **Main** Agreement 20.12 – Maximum Leave Entitlement
- STIIP
- LTD
- Superannuation

- Maternity, Parental, Pre-Placement Adoption Leave Allowance
- Canada Pension Plan*
- Employment Insurance*
- Work Safe BC*
- Group Life*

* Is only prorated to the extent that the benefit is based on the employee's part-time salary.

Not Prorated:

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

Others:

- Overtime (paid in accordance with Clause 16.10 of the Master **Main** Agreement)

Annual Increment (eligibility based on completion of 1827 hours since last increment)

MEMORANDUM OF AGREEMENT
Between the
GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the
BC PUBLIC SERVICE AGENCY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEE'S UNION (BCGEU)

Re: Full-Time Regular Positions – BC Wildfire Service

The purpose of the Agreement is to address the status of certain positions currently existing within the BC Wildfire Service ("BCWS").

1. Effective April 1, 2019, the following auxiliary positions with the BCWS will become regular full-time positions subject to the process in paragraph 3:
 - a. Southeast Fire Centre
 - i. STO 21 Wildfire Prevention Specialist (FC), Position No. 00113433
 - b. Prince George Fire Centre
 - i. STO 21 Wildfire Operations Technician (FC), Position No. 00049361
 - ii. STO 21 Wildfire Technician (Robson Valley Zone), Position No. 00109625
 - iii. Clk R9 Dispatcher, Position No. *(to be determined)*
 - iv. Clk R9 Dispatcher, Position No. *(to be determined)*
 - c. Northwest Fire Centre
 - i. STO 21 Wildfire Prevention Technician (FC), Position No. 00113207

- ii. STO 21 Wildfire Technician (Nadina Zone), Position No. 00049215
 - iii. STO 21 Wildfire Technician (Bulkley Zone), Position No. 00049311
 - iv. STO 21 Wildfire Technician (Cassiar Zone), Position No. 00003721
- d. Cariboo Fire Centre
- i. STO 21 Wildfire Prevention Technician (FC), new position will be created
- e. Coastal Fire Centre
- i. STO 21 Wildfire Prevention Specialist (FC), Position No. 00112937
 - ii. STO 21 Wildfire Aviation Technician (FC), Position No. 00105049
 - iii. STO 21 Wildfire Technician (Powell River Zone), Position No. 00090949
 - iv. Clk R9 Dispatcher, Position No. 00049236
 - v. Clk R9 Dispatcher, Position No. *(to be determined)*
- f. Kamloops Fire Centre
- i. STO 21 Wildfire Technician (Merritt Zone), Position No. 00118214
 - ii. STO 21 Wildfire Technician (Vernon/Salmon Arm Zone), Position No. 00116936
 - iii. STO 21 Aviation Specialist, Position No. 00102109
 - iv. Clk R9 Dispatcher, Position No. *(to be determined)*
 - v. Clk R9 Dispatcher, Position No. *(to be determined)*
2. The process for transitioning the above positions to regular full-time will occur on the following basis:
- a. The Employer will offer the above positions by December 1, 2018 to the current incumbent of the position.
 - b. The incumbent must accept the offer within 14 days of receipt. If the incumbent does not accept, the incumbent remains an auxiliary employee and the position will remain auxiliary until the subsequent year when the Employer makes the offer again to the incumbent by January 30 of that year or the position becomes vacant, whichever is earlier.
 - c. If and when a position is vacant, the Employer will convert the position to a full-time position and will complete a hiring competition.
3. The parties agree that the Employer will not make any offers to employees for the above positions except as set out in paragraph 2.
4. The terms and conditions of the employees who accept the regular full-time position will be in accordance with the Main and Component Agreements.
5. Implementation of this Agreement will be at no additional increased cost to the Employer.
6. The Employer may continue to utilize the auxiliary category of employment as required.
7. Unless otherwise stated in this Agreement, the Main and Component Agreements apply.

This Memorandum of Agreement remains in effect for the term of the 18th Main Agreement.

Dated April 1, 2019, in the Province of British Columbia:

For the Employer:
John Davison, ADM

For the Union
Mike Eso, BCGEU Coordinator

MEMORANDUM OF AGREEMENT
Between
The Government of the Province of BC
(as represented by the BC Public Service Agency)
And
The B.C. Government & Services Employees' Union

Re: Health and Welfare Benefit Eligibility for ~~BC Wildfire Services~~ Seasonal Auxiliary Employees

In recognition of the unique working conditions faced by the seasonal auxiliary employees in the BC Wildfire Service, the parties agree to the following:

1. MAINTAIN CURRENT LANGUAGE
2. MAINTAIN CURRENT LANGUAGE
3. MAINTAIN CURRENT LANGUAGE
4. MAINTAIN CURRENT LANGUAGE

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 Agreement ~~only~~ 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 Agreement 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 ~~Master~~ **Main** and Component language applies.

Letter of Commitment

June 8, 2018

Mike Eso
Regional Coordinator
BCGEU

Re: Correctional Services Joint Working Group

Services delivered in the Adult Custody Division of BC Corrections are critical components of the justice system that ensure the safe and secure custody of inmates. Recognizing this critical role, the parties agree to form a Joint Working Group (JWG) to work collaboratively on issues of common interest.

Consultation and collaboration have long been the foundation of good union-management relations and this committee intends to build upon that strong foundation of trust and cooperation. Recognizing that monetary solutions are not within the scope of this committee, the Employer commits to engage with the Union to collaboratively seek solutions in areas of mutual interest as follows:

- Labour Relations relationship;
- Workload for staff;
- Recruitment and Retention;
- Health and safety of staff; and,
- Services to inmates.

The JWG will meet at least quarterly throughout the term of the BCGEU 18th Main Agreement and be co-chaired by senior representatives of the BCGEU and the Corrections Branch. In addition to collaboratively developing and implementing ongoing coordinated solutions, the JWG will develop an annual joint report with advice and recommendations for the Minister of Public Safety and Solicitor General. The annual report may include recommendations from the meetings held between the BCGEU, PSSG and the PSA to monitor the labour markets as it relates to recruitment and retention for correctional officers.

Sincerely,

John Davison
Assistant Deputy Minister

Letter

May 15, 2018

Dear Mr. Davison

Re Gender Neutral Review

The parties agree to review the agreement prior to finalization with a view to updating gender neutrality as appropriate. For example, to ensure the utilization of non-gender terms such as "them", "they", and "their" in place of "he", "she", "him", and "her", where appropriate.

Sincerely

Mike Eso
Regional Coordinator

Letter

May 28, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Diversity and Inclusion Action Plan

This letter is to confirm that the Public Service Agency is confirming the appointment of the BCGEU President, or their senior level designate, to join the Executive Committee on Diversity and Inclusion as a full member. This committee, chaired by Deputy Minister Lori Halls, is a sub-committee of the Deputy Ministers' Committee on Public Service Innovation and will be responsible for oversight of all deliverables to ensure the successful implementation and integration of the Diversity and Inclusion Action Plan.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

May 17, 2018

Mr. Mike Eso
Regional Coordinator
B.C. Government and
Service Employees' Union

Dear Mr. Eso

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 2018 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in December 2018.
- 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 completed by December 31, 2018.

Yours truly
John Davison
Assistant Deputy Minister

Letter

June 8, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Departure Questionnaire

The Employer will consult with the Union in the development of a questionnaire to identify the reasons that employees depart the public service due to resignation, lay off, retirement, termination or any other reason. The Employer will offer the survey to departing employees, and will share the aggregated results of the questionnaire with the Union on an annual basis.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

Letter

June 8, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

MoveUP/E&OE/MOS 2018

Re: Social Program Officer Recruitment and Retention

During the recent round of bargaining for the BCGEU 18th Main Agreement, the Parties had discussions regarding employee concerns about recruitment and retention issues for Social Program Officers. During these discussions it was apparent to all that employees want their professional commitment to be recognized and appropriately tied to their pay. Through bargaining, a series of targeted temporary market adjustments were agreed for some Social Program Officers that will provide salary increases that are over and above the general wage increases.

However, the Parties recognize that salary is just one part of an overall compensation plan which, in turn, is only one part of an overall retention strategy. Increases in salary are normally an option that is used only when, and if, other recruitment and retention initiatives have been attempted. Accordingly, the parties commit to meet before the end of each year of the agreement to continue to monitor any labour market issues that Social Program Officers may be facing. These meetings will include senior ministry members and will focus on reviewing the effectiveness of the limited temporary market adjustments that are in place and any other measures which might be taken to address employee concerns about recruitment and retention issues. These meetings will be co-chaired by the Deputy Minister of the Public Service Agency and the President of the Union, and the Deputy Minister of the Ministry and the Component Vice President will also attend.

The parties agree to use these meetings to try to come up with proactive steps to address any labour market concerns that are identified. Any steps that may involve increases to compensation would require the approval of the Public Sector Employers' Council Secretariat.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

Letter

June 8, 2018

John Davison
Assistant Deputy Minister
BC Public Service Agency
Box 9404, Stn Prov Govt
Victoria, BC V8W 9V1

Dear Mr. Davison:

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

This will confirm our agreement to form a joint labour/management committee to discuss hours of work and scheduling for the Correctional and Sheriff Services' component and contemplate a 40 hour work

week. The Parties also agree that the option of paid meals and breaks will not form part of these discussions. Any agreement to change the hours of work during the term of the 18th Main Agreement must be approved by Public Sector Employers' Council Secretariat. Discussions will commence by the end of August 2018.

Yours truly,

Mike Eso
Regional Coordinator
BCGEU

Letter

June 8, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Correctional and Sheriff Services Component Recruitment and Retention Issues

The parties recognize that there are significant recruitment and retention pressures with Correctional Officers and Deputy Sheriffs and these pressures can impact the delivery of vital services in the justice system. While the parties have agreed to temporary market adjustments for both classifications during the negotiations for the 18th Main Agreement, we recognize that the labour market pressures facing these groups must be closely monitored during the term of the agreement in order to ensure that the provision of these critical services are properly maintained.

Accordingly, the parties commit to meet before the end of each year of the agreement to continue to monitor the respective labour markets. These meetings will include senior members of the ministries and will review the effectiveness of the temporary market adjustments and any other measures which might be taken to address recruitment and retention issues. These meetings will be co-chaired by the Deputy Minister of the Public Service Agency and the President of the Union, and the Deputy Minister of the Ministry and the Component Vice President will also attend.

The parties agree to use these meetings to try to come up with proactive steps to address any labour market concerns that are identified. Any steps that may involve increases to compensation would require the approval of the Public Sector Employers' Council Secretariat.

Sincerely,

John Davison
Assistant Deputy Minister
BC Public Service Agency

Letter

June 8, 2018

Mike Eso
Regional Coordinator
BCGEU

Dear Mr. Eso:

Re: Agreement to extinguish liabilities and allocation of savings under Article 25.8 relating to reduction in premiums for MSP.

In accordance with Article 25.8 of the 17th Master Agreement, the parties agree that the savings resulting from the legislative reduction in the premium paid by the Employer for MSP amounts to a one-time payment of \$13,779,312. The one-time payment will occur after ratification of the Main Agreement. This letter will confirm the parties agree that the one-time payment extinguishes any and all liabilities under Article 25.8 with respect to the reduction in the premium paid by the Employer for MSP.

The parties will mutually determine the appropriate allocation of these funds, which includes the option of a lump sum payment or to direct money to training, education, etc.

Sincerely,

John Davison
Assistant Deputy Minister
Public Service Agency

Letter

John Davison
Assistant Deputy Minister
BC Public Service Agency

Dear Mr. Davison:

Re: Article 20.2 – Special Leave and Domestic Violence

Notwithstanding Article 20.2(11), the parties agree that if legislation comes into force regarding domestic violence leave that applies to the Employer, the Employer will provide such leave consistent with the legislation and the Employer is not required to provide leave with or without pay in excess of the requirements in such legislation.

Sincerely,

Mike Eso
Regional Coordinator
BCGEU

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

Stephanie Smith
President

Paul Finch
Treasurer

Kari Michaels
Executive Vice-President

Dean Purdy
Correctional and Sheriff Services

Kusam Doal
Retail Stores & Warehouse

Judy Fox-McGuire
Social, Information & Health

Maria Middlemiss
Administrative Services

Matt Damario
Administrative Services

George Buis
Environmental, Technical &
Operational Services

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

John Davison, BCPSA
Assistant Deputy Minister

Elenore Arend, PSSG
Assistant Deputy Minister

Bob Austad, Executive Director
Regional Ops., Env & Climate Change

Manjit Bains, MCFD
Director of Operations

Alyson Blackstock, BCPSA
Executive Director

Kimberley Bowman, BCPSA
Divisional Coordinator

Teresa Chow, BCPSA
Office Clerk

Sharon Cohen, BCPSA
Compensation Specialist

Rita Ferrara, BC LDB
Executive Director

Doug Dykens
Director

Raymond Fieltsch, SD & PR
Executive Director

Mike Eso
Regional Coordinator

Michael Lancaster, BCPSA
Manager

Lisa Lane
Senior Departmental Clerk

Selina Lew, BCPSA
Director

Madeline Maley, BC Wildfire, FLNRO
Executive Director

Amanda Merritt, BCPSA
Assistant Director

Dated: _____