

## Transition Agreement (the "Agreement")

The *Public Service Labour Relations Amendment Act 2023* ("Bill 5") received Royal Assent on May 11, 2023, and came into force by regulation of the Lieutenant Governor in Council on July 14, 2023. As a result, certain government lawyers and articling students (collectively "Employees") employed by the Province of British Columbia (the "Employer") have been determined to be members of the Professional Employees Association (the "Union").

The purpose of this Agreement is to provide timing for implementing the specific agreed to terms of the PEA 17<sup>th</sup> Main Agreement ("PEA Main Agreement"), pursuant to Arbitrator Dorsey's decision dated March 8, 2024.

### General Provisions

#### 1. Salary and Classification

Matters with respect to rates of pay will be determined by the outstanding grievance under Article 32.10.

Despite Article 32.03 of the PEA Main Agreement, the Employer agrees, until ratification of the PEA 18th Main Agreement, to maintain current practice with respect to:

- a) increment schedules and lock step progression between LC1 and LC3; and
- b) merit-based assessment for early progression to LC3 and between LC3 and LC4, at the discretion of the ADAG and/or appropriate Assistant Deputy Minister (ADM) or ADM equivalent.

#### 2. No recovery for overpayments

If the Employer paid any Employee for a payment or benefit greater than what the Employee would have received under the PEA Main Agreement and because of this transition agreement, the Employer agrees it will not seek to recover that payment or benefit. This does not include overpayments resulting from a payment or benefit an employee was not entitled to.

#### 3. Enforcement of this Agreement

James Dorsey remains seized with respect to the enforcement of this Agreement.

## Specific Entitlements

### 4. Vacation Entitlement

Despite Article 21.01 (a) of the PEA Main Agreement applying as of July 14, 2023, Employees at their 10<sup>th</sup> vacation year will receive 25 vacation days for the 2023 and 2024 calendar years.

### 5. Extended Health and Welfare Plan

Despite Article 30 of the PEA Main Agreement, Eligible Employees will continue their current extended health and welfare plans for Excluded Employees until December 31, 2024. Transition to the extended benefit plan set out in the PEA Main Agreement will occur on January 01, 2025, except for Article 30.05 which is applicable as of July 14, 2023.

### 6. Short-Term Illness and Injury and Long-Term Disability

As set out in Article 22 and Information Appendix A of the PEA Main Agreement, where eligible, all Employees will be covered by the Short-Term Illness and Injury and Long-Term Disability benefits under Information Appendix A of the Main Agreement effective January 1, 2025.

Employees will continue to have access to the S57 Bank for excluded employees for Short Term Illness and Injury benefit top-up, until December 31, 2024.

As of the date of execution of this Agreement, employees in receipt of STIIP benefits and who have impacted the Long Term Disability (LTD) period, or those who are currently in receipt of benefits under the LTD plan for excluded employees, will be given the option to remain on the LTD plan for excluded employees and the extended health and welfare benefit plan for excluded employees, and will continue to receive MCCF in-range adjustments as per Treasury Board Order No. 2022-0401-02 (or any other subsequent Treasury Board Order), until a full return to work from LTD and the conclusion of the six-month successive disability period. Employees will make this election by no later than sixty days from the date the Employer sends the Union a list of all members who have impacted the LTD plan, failing which they will automatically remain on the LTD plan for excluded employees.

### 7. May 8, 2023, Discipline Letters

The May 8, 2023, discipline letters will be removed from Employee files no later than 60 days after the signing of this Agreement.

#### 8. Professional Requirements Allowance (“PRA”)

Employees will not be required to repay PRA issued for 2023/2024 fiscal year and will have access to \$1,250 PRA for the fiscal year 2024/2025 (pro-rated for Employees who commenced employment between April 1, 2024, and March 31, 2025, as per current practice).

#### 9. Part-Time and Auxiliary Employees

Article 16 of the PEA Main Agreement will apply effective January 1, 2025.

Part-time and auxiliary employees will not be required to repay Earned Day Off/Earned Time Off (EDO/ETO) received for 2023 or 2024. ETO can be added to existing ETO carryover banks, which will continue to be available in accordance with the current practice.

In recognition of their valuable contributions, part-time employees will receive a one-time credit to their 2025 leave banks of an additional 2 days of displaced vacation.

Employee requests to move from part-time to full-time status will be made within 60 days after the signing of this Agreement, and will not be unreasonably denied, subject to budgetary consideration and operational needs.

#### 10. General Leave

Excluded Employee Special and Other Leaves will apply until December 31, 2024.

PEA General Leave Article 24.08 is effective January 1, 2025.

#### 11. Maternity, Parental and Adoption Leave

Employees on Maternity, Parental and Adoption Leave will continue to accrue vacation while on leave, in accordance with current practice, until ratification of the 18<sup>th</sup> Main Agreement. The remainder of Article 26 applies as of January 1, 2025.

#### 12. Special Indemnity

Despite Article 36.02 of the PEA Main Agreement, employees will be provided with special indemnification consistent with that provided to employees covered by the *Excluded Employees (Legal Proceedings) Indemnity Regulation*, BC Reg 62/2012, as amended. This Agreement expires upon ratification of the 18<sup>th</sup> Main Agreement, unless otherwise agreed to by the parties.

### 13. Overtime, Shiftwork and Standby Provisions for Regular Full-Time Employees (OSS)

Despite Article 15 coming into effect on July 14, 2023, employee entitlement to OSS will be offset against EDO and ETO, and therefore all full-time regular employees will receive 14.25 days of retroactive OSS credited to their OSS bank on January 1, 2025.

Notwithstanding Article 15.03 of the PEA Main Agreement, within 60 days of the execution of this Agreement, Employees will be provided with an opportunity to make their election with respect to taking retroactive OSS as time off or cash, or a combination thereof. If time off is selected, Employees can take the time off between January 1, 2025, and March 31, 2026, as mutually agreed to between the Employer and the Employee. If cash is selected, it will be paid out by the end of June 2025.

Effective January 1, 2025, full-time employees are entitled to OSS per Article 15.

Employees will not be required to repay Earned Day Off ("EDO")/Earned Time Off ("ETO") received for 2023 and 2024. ETO can be added to existing ETO carryover banks, which will continue to be available in accordance with the current practice.

Regular full-time employees who have left employment with the Employer between July 14, 2023 and the date of execution of this Agreement will be paid retroactively credited OSS (prorated for the portion of time they were employed during this time) by the end of August 2025. The Union and Employer will cooperate in identifying and informing these former Employees of this transitional entitlement.

### 14. Employee Status for Articling Students

The employment relationship of articling students is not contemplated in the definition of "employee" in Appendix A or other provisions of the PEA Main Agreement. Their terms and conditions of employment will be addressed in collective bargaining. The Employer agrees, until ratification of the PEA 18<sup>th</sup> Main Agreement or agreement otherwise, to maintain the current terms and conditions of employment of all articling students.

### 15. Articles Applicable as of July 14, 2023

Except as modified by this Agreement, the following articles of the PEA Main Agreement apply on July 14, 2023:

- Articles 1-2
- Articles 3.01-3.04, 3.05(b)-(c), 3.06-3.08
- Articles 4-12
- Article 14
- Articles 20
- Articles 24.01-24.02
- Article 27-28

- Article 30.05
- Article 32.01-32.02, 32.04-32.05, 32.10-12, 32.19
- Article 33
- Article 34
- Article 35.01-35.05, 35.08-35.09, 35.11-35.12
- Article 36.01, 36.03, 36.06-36.07, 36.09, 36.12
- Article 37
- Article 38
- Article 39
- Addendum A - Subsidiary Agreement Assignment of Classifications to Salary Grid
- Appendix A- B, D
- Memorandum of Agreement #1-3, 5-11, 13-15, 17-22

16. Articles Effective January 1, 2025

Except as modified by this Agreement, the following articles of the PEA Main Agreement apply on January 1, 2025:

- Article 3.05(a)
- Article 13
- Article 15
- Article 16
- Article 17-19
- Articles 21.01-21.09
- Articles 22-23
- Articles 24.03-24.21
- Article 25
- Article 26.01 – 26.10 (b), 26.10 (d) – 26.12
- Article 29
- Articles 30.01- 30.04, 30.06 - 30.13
- Article 31
- Articles 32.06-32.09, 32.13 - 32.18
- Articles 35.06-35.07, 35.10
- Articles 36.04 - 36.05, 36.08, 36.10 -36.11
- Appendix C
- Memorandum of Agreement #4, #12, #16
- Information Appendices A-H
- Letter of Understanding #1

Transition Agreement between The Government of the Province of British Columbia  
as represented by the BC Public Service Agency ("Employer" ) and: Professional Employees Association (" Union" )  
November 13, 2024

Dated at Vancouver, British Columbia

This 13 day of November, 2024

BC Public Service Agency

*per:*



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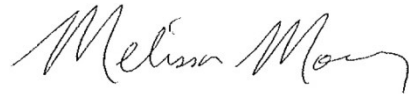
Korina Tsui, Executive Director,  
Labour Relations and Total  
Compensation

Dated at Victoria, British Columbia

This 13th day of November, 2024

PEA

*per:*



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Melissa Moroz, Executive Director