

MEMORANDUM OF SETTLEMENT
15th Master Agreement
between the
Government of the Province of British Columbia
represented by
BC Public Service Agency
and the
B.C. Government and Service Employees' Union

Definitions

(1) **"aboriginal community government"** – means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Métis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self government arrangements.

10.3 Suspension

Letter

March 25, 2010

Mr. Darryl Walker
President

Dear Mr. Walker

Re: Clause 10.3 - Suspension

The employer has the right to suspend an employee without pay pending investigation if the employee's continued presence in the workplace constitutes a serious and immediate risk to the employer's legitimate interests. In this respect, prior to suspending, the employer must take reasonable steps to ascertain if such risk can be mitigated by closer supervision or reassignment to other work which is reasonably available.

The employer's right to suspend a bargaining unit employee pending investigation as outlined above is consistent with the principles enunciated in *Phillips Cable* and *Ontario Jockey Club* decisions. The reasons must be included in the letter of suspension. **The employer commits to conduct the investigation as expeditiously as possible.**

Yours truly
Doug Caul
Assistant Deputy Minister

11.3 Loss of Seniority

- (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 no opt for auxiliary recall pursuant to Clause 13.3(a)(4).**~~;~~
 - ~~(4) —except as provided in Clause 13.3(a)(4), they become an auxiliary employee.~~

Letter

March 4, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Article 13 Placement – Part-time Employees

Further to discussions during bargaining this will confirm the Employer's agreement to consider placement of part-time regular employees in full-time vacancies in their own geographic location on the following basis:

- the employee is prepared to accept appointment to the position on a full-time basis;
- there is no adverse impact on any full-time employee also in the priority placement process;
- applies only to full-time positions where the employee would otherwise have had a right to placement under Article 13.3 or 13.4 had the vacancy been for a part-time position.

This agreement is made on a trial period basis for the term of the 15th Master Agreement.

Yours truly
Doug Caul
Assistant Deputy Minister

14.1 Hours of Work

Letter

March 23, 2010

Mr. Doug Caul
Assistant Deputy Minister
BC Public Service Agency

Dear Mr. Caul

Re: Hours of Work for Correction Officers

This will confirm our agreement to withdraw our proposal to increase the annual hours of work under Clause 14.1(b). However, we suggest that we leave the issue open for discussion by the Master Bargaining Principals during the term of the agreement if a situation arises where it appears feasible. For instance, when a new Correctional Centre is open and a 37.5 hour work week can be accommodated without the layoff of a part-time regular, increased hours of work maybe implemented as a pilot project for that facility.

Sincerely,
Darryl Walker
President

14.2 Work Schedules

(c) The Employer's designate and the Union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in the relevant Component Agreement and the provisions of this article including the following:

- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated ministry official;
- (3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
- (4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form through **the Union or the Agency**.

16.7 Overtime Meal Allowance

Letter

February 11, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Overtime Meal Allowance

When an employee working in either:

1. Ministry of Public Safety and Solicitor General, Adult Custody Division, or
2. Ministry of Children and Family Development, Youth Custody Services

is entitled to be provided with an overtime meal or allowance under Clause 16.7 of the Master Agreement, the employee will have the option of accepting the meal provided or submitting a meal allowance claim.

Yours truly
Doug Caul
Assistant Deputy Minister

Article 18 – Annual Vacation

March 17, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Vacation Entitlement – Part-time Employees

This will confirm our discussion during bargaining regarding the application of Article 18 to part-time employees. Clause 18.1(d) provides annual vacation entitlement for part-time employees on a pro rata basis. However, as discussed the ten day threshold outlined in Clause 18.1(b) respecting monthly accrual (one-twelfth of annual vacation entitlement) does not apply to part-time employees. Rather, a part-time employee's vacation entitlement is simply "adjusted" for each occurrence, if any, where straight-time rates are not received (eg., STIIP or leave without pay).

By way of example, a half-time employee working 3.5 hours x 5 days per week who is in their seventh vacation year would have annual vacation entitlement of 70 hours (20 days x 3.5 hours).

A half-time employee works on average 875 hours per year (250 days x 3.5 hours).

If this employee is absent on STIIP (and does not elect top-up) for 5 days or 17.5 hours, their annual vacation entitlement would be reduced by 1.4 hours ($\frac{17.5}{875} \times 70 = 1.4$ hours)

Similarly, if this employee works full-time for 5 days or an additional 17.5 hours, their annual vacation entitlement would be increased by 1.4 hours.

It should be noted that the above adjustments are made on a bi-weekly basis.

I trust the above clarifies calculation of vacation entitlement for part-time employees.

Yours truly
Doug Caul
Assistant Deputy Minister

Letter

March 17, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Vacation Entitlement/WCB

Further to our discussion, this will confirm our agreement that leave with pay pursuant to Appendix 4, Clause 1.1(d)(WCB leave), is accepted at straight-time rates for purposes of applying Clause 18.1(b) for the term of the 15th Master Agreement.

Thank you for your attention to this matter.

Yours truly
Doug Caul
Assistant Deputy Minister

Letter

March 9, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Archived Vacation

The BCGEU agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is "archived" and may not be cashed 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 2009 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2010.
- Once an employee has logged in and authenticated, he/she will be presented with their respective balance and yes/no option which will create a payroll transaction line once there is a commitment to a yes (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, 2010.

Yours truly
Doug Caul
Assistant Deputy Minister

20.1 Bereavement Leave

(b) Immediate family is defined as an employee's parent, **stepparent**, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(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.

20.3 Family Illness

(a) In the case of illness or hospitalization of **the employee's spouse or** a dependent child of an employee, and when no one at the employee's home other than the employee can provide

for ~~the~~ **their** needs of ~~the ill~~ child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(b) Maintain current language

(c) **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.**

20.4 Full-time Public Duties

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a Municipal, **Aboriginal Community Government**, ~~First Nation~~, Provincial, or Federal election for a maximum period of 90 days;

(b) for employees elected to a public office for a maximum period of five years.

~~(c) "First Nation" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.~~

20.9 Elections

Any employee eligible to vote in a Federal, ~~First Nation~~, **Aboriginal Community Government**, Provincial, or Municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

~~"First Nation" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.~~

20.14 Canadian Armed Forces and Canadian Coast Guard Auxiliary

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces shall be granted leave of absence as follows:

(1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;

(2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Employees who volunteer in activities related to the Canadian Coast Guard Auxiliary may be granted leave of absence without pay to participate in training, or to attend regional association meetings as a board member, or conferences as a delegate.

Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces **or the Canadian Coast Guard Auxiliary** may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.
- (b) ~~Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.~~ **Where both parents are employees of the employer, they shall each qualify for up to 35 weeks of 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 mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;
 - (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 ~~conclude~~ **begin** within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.6 Parental Leave Allowance

- (b) Pursuant to Supplemental Employment Benefit (SEB) Plan ~~and subject to leave apportionment pursuant to Clause 21.2(b),~~ the 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 parental leave allowance between them.**

22.9 Video Display Terminals

- (a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10-minute rest breaks per work day to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10 minute period. Where alternate work duties are not available, employees shall receive a 10 minute rest break.
- ~~(b) When employees are required to monitor video display terminals which use cathode ray tubes, then:~~
- ~~(1) Pregnant employees shall have the following options:~~
- ~~(i) not to continue monitoring video display terminals; or~~
 - ~~(ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or~~

~~(iii) — to work at a shielded video display terminal should one be present in the worksite.~~

~~(2) — When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of her ministry within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.~~

~~(3) — Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.~~

~~(c) — Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.~~

~~(d) — The Employer shall ensure that new equipment shall:~~

~~(1) — have adjustable keyboards and screens;~~

~~(2) — meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.~~

~~(e) — The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.~~

~~The Employer shall require that any new government owned facility, or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (f) shall apply.~~

~~The Provincial Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (e) above and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.~~

~~(f) — The Employer shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (e) above.~~

Letter

January 28, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Video Display Terminals – Cathode Ray Tube

This is further to discussions during bargaining respecting the Employer's proposal to delete Article 22.9, Clauses (b), (c), (d) (e) and (f) from the 15th Master Agreement. As discussed, we have been unable to identify any employee in the Public Service who is required to monitor a

video display terminal with a cathode ray tube. In the event any such employee is identified, this will confirm that the Employer will continue to apply the provisions of the deleted clauses.

Yours truly,

Doug Caul
Assistant Deputy Minister

22.11 Radio Contact or Employee Check

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

25.2 Extended Health Care Plan

The mutually accepted health care plan will be amended as follows:

- 1) Effective April 1, 2010 the lifetime maximum for extended health care benefits will be increased from \$100,000 to \$250,000.
- 2) Effective May 1, 2010
 - Massage therapy will be capped at \$750 per annum, per person.
- 3) Effective January 1, 2011:
 - the annual deductible for extended health care benefits will be increased from \$65 to \$80.
 - Claims for reimbursement for hearing aids will be increased to \$1,500 per ear per person.
 - Paramedical – 80% of the \$10 visit fee for the first eight visits; 80% reimbursement of full amount payable after eight visits

27.26 Qualified Registered Professional Fees

Regular ~~full-time~~ 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 2005 fee schedule).

This clause applies to the following:

- Certified General Accountants
- Certified Management Accountants
- Chartered Accountants
- Licensed Practical Nurses
- Registered Forest Technicians **Technologist**
- Registered Professional Biologists
- Registered **Dietician**

31.1 Auxiliary Employees

(c) For the purposes of (b) above and Clauses 31.6—Application of Agreement, 31.9—Medical, Dental and Group Life Insurance, 31.11—Annual Vacations and 31.12—Eligibility Requirements for Benefits, hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Clause 31.10—Designated Paid Holidays;
- (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Government to a maximum of ~~240~~ **420** hours of missed work opportunity within ~~eight~~ **14** calendar weeks from the beginning of the claim;
- (4) annual vacation pursuant to Clause 31.11(d)—Annual Vacations;
- (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (6) missed work opportunities during leaves pursuant to Clause 2.10(a)—Time Off for Union Business-Without Pay, except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (7) leaves pursuant to Clause 2.10(b)—Time Off for Union Business-With Pay;

Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

31.5 Layoff and Recall

(t) Auxiliary employees who are unable to return to either full or modified duties after a period of 30 months from the start of their absence with no reasonable prospect of return will lose their service and classification seniority and will be considered an administrative termination.

31.6 Application of Agreement

(b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, **Aboriginal Community Government**, ~~First Nation~~, or Municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

~~"First Nation" for the purposes of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.~~

31.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours ~~of auxiliary seniority with the same ministry~~. 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 calendar days. This means that benefits will be paid from the fifteenth day of illness.

(c) Subject to Clause 31.8(b)—Weekly Indemnity, full benefits will be reinstated:

- (1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours ~~of auxiliary seniority with the same ministry~~;
- (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours ~~of auxiliary seniority with the same ministry~~.

31.10 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
 - (1) worked, or received pay at straight time rates for the day before and the day after a paid holiday; or
 - (2) worked, or received pay at straight time rates for ~~15~~ **14** of the previous ~~30~~ **28** days; or
 - (3) worked, or received pay for at least 105 hours at the straight time rate in the previous 30 days.

This clause shall not apply to employees who have been terminated and not on layoff status.

32.7 Political Activity

- (a) *Municipal, ~~and School Board~~ and Aboriginal Community Government Offices:*
 - (1) Employees may seek election to municipal, ~~and school board~~ **and aboriginal community government** offices, provided that:
 - (i) the duties of the municipal, ~~or school board~~ **or aboriginal community government** office other than regular council or board meetings do not impinge on normal working hours as a public service employee;
 - (ii) there is no conflict of interest between the duties of the municipal, ~~or school board~~ **or aboriginal community government** office and the duties of the public service position.
 - (2) Where the municipal council, the school board, **the aboriginal community government or** committees of **these bodies** ~~the council or board~~ hold meetings during the employee's normal working hours, the Ministry shall grant leave without pay to attend such meetings.
 - (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half shift per week .
 - (4) The employee shall provide at least one week's written notice to the Ministry.

32.8 Copies of Agreements

- (a) The Union and 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 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 costs 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 percent of the distribution costs.

32.10 Transfer of Employees Out of the Public Service Bargaining Unit

When the parties are made aware that employees will be transferred out of the Public Service bargaining unit to **another government**, a corporation, board, agency, or commission, a joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in Government for a period of one year from the effective date of the transfer. This clause does not cover secondment of employees.

37.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 20~~10~~**12**.

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, 20~~10~~**12**, but in any event not later than midnight, January 31, 20~~10~~**12**.

(b) Where no notice is given by either party prior to January 31, 20~~10~~**12**, both parties shall be deemed to have given notice under this clause on January 31, 20~~10~~**12**, 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 Deputy Minister of the BC Public Service Agency.

37.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect April 1, 20~~06~~**10**.

APPENDIX 2 Re: Excluded Classes

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

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

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

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

Persons employed in Senior Executive positions classified as "Band A".

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

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

On administrative support position for each personnel office of a Ministry.

Persons locally engaged outside of British Columbia.

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

APPENDIX 4 SHORT AND LONG TERM DISABILITY

2.2 Long Term Disability

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:

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of ~~superannuation~~ **pension benefits** and will continue to be covered by group life, extended health, dental and medical plans. 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

(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.

~~(2)~~(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.

~~(3)~~(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 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

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, 2006~~. **April 1, 2010**.

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 regular employee with less than 3 years service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
- A regular employee with 3 or more years service seniority who refuses an offer of continued employment at the same classification level and same geographic location will be deemed to have resigned.
- A regular employee with 3 or more years service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) in the same geographic location, will be deemed to have resigned with applicable severance pay.
- A regular employee with 3 or more years service seniority who refuses two job offers in a different geographic location or with a comparable pay range will be deemed to have resigned with applicable severance pay.

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

7. Greater than 3 year regulars are entitled to displace less than 3 year regulars pursuant to Article 13. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this Memorandum and Clause 13.4 shall apply. Less than 3 year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.

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

9. The Chairperson of the Article 13 Joint Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of this Memorandum of Understanding after the Parties have reviewed and attempted to resolve the dispute.

10. The provisions of Article 13 shall be subject to the provisions of this Memorandum of Understanding.

11. This Memorandum remains in force and effect for the term of the ~~44th~~ 15th Master Agreement.

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

Letter

March 24, 2010

Darryl Walker
President

Dear Mr. Walker

Re: Real Estate Expenses

An employee who is entitled to claim expenses in accordance with Memorandum of Understanding #3, Part II, 2.10 Real Estate and Legal Fees may under exceptional circumstances make application to the Deputy Minister for an extension of up to one year's duration to claim expenses related to the purchase or sale of their private dwelling house under the following terms:

1. The extension for claiming real estate fees may be granted to an employee/appointee who has not yet sold their private dwelling house but has made a reasonable attempt to do so.
2. The extension for claiming legal fees may be granted to an employee delayed in purchasing a new private dwelling house by the late sale of the existing home, in spite of a reasonable attempt to sell the existing home.

A reasonable attempt may include such aspects as: the property being listed for at least the last six months of the original one year period, the asking price being reasonable considering the appraised value of the property, or no reasonable offers having been refused.

The employee making application is responsible for providing any information or documentation required to support the request for extension and for any costs so incurred.

Yours truly
Doug Caul
Assistant Deputy Minister

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

The employer agrees that the number of impacted employees resulting from ASD initiatives outlined in Memorandum of Understanding #6 and Privatization initiatives pursuant to Clause 36.2 Privatization will not exceed ~~400~~ **250** during the term of the ~~14th~~ 15th Master Agreement.

The Memorandum of Understanding will be in force and effect for the term of the ~~14th~~ 15th Master Agreement.

MEMORANDUM OF UNDERSTANDING #6
Re: Alternative Service Delivery (ASD)

Maintain current language

APPENDIX 1 (ASD)
Respecting Early Retirement Incentive Plan
and Voluntary Departure Program
for
Alternative Service Delivery Initiatives

1. Eligibility

The Parties agree that regular employees in the public service bargaining unit in program areas identified as an ASD initiative which is to proceed to a successful bidder will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined below.

2. Early Retirement Incentive Plan (ERIP)

a. This Early Retirement Incentive Plan is available to eligible employees who are at least 55 years of age on or before their ASD Initiative's effective date of disposition or have sufficient pre retirement leave into the future to reach their 55th birthday.

b. For employees meeting the above criteria, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (Rule of 80). For those employees eligible to retire whose combined age and service add up to less than 80, pension is reduced by 3% for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.

c. In addition, employees approved for ERIP will also receive a lump sum payment equal to six months base salary which may be used as pre retirement leave. Benefits under this provision shall not exceed the time than would be required to reach the employee's maximum retirement age.

3. Voluntary Departure Program (VDP)

a. A VDP is available to eligible employees who are not eligible to retire under ERIP because they are not 55 years of age or do not have sufficient pre-retirement leave to reach their 55th birthday.

b. For employees meeting the above criteria the VDP shall provide for a lump sum payment of 3 weeks of base pay for every year (1827 hours at straight time rate) of service seniority, or major part thereof, as a regular employee to a maximum of 12 months base pay.

4. Timing

These programs will be made available prior to the disposition date for the ASD initiative. The Employer may establish reasonable timeframes for employees to exercise their options to retire or sever under these voluntary programs. The employees last day at work under ERIP, last day on pay under VDP must be no later than the effective date of disposition. **An option elected under this clause is irrevocable for 90 days or other period as agreed by the Privatization Impact Review Committee.**

5. Funding

The cost of the Early Retirement Incentive Plan and the Voluntary Departure Program shall be borne by the applicable Ministry and shall not be charged to the Public Service Pension Plan.

6. General

a. An employee receiving a lump sum payment or severance payment shall repay the payment if employed or contracted by the successful bidder or re-employed or contracted by the Province during the period equivalent to lump sum payment or severance pay.

b. Eligible employees who take advantage of ERIP or VDP shall waive their rights to any severance payment pursuant to Articles 12, 13 and 36 of the Master Agreement.

MEMORANDUM OF UNDERSTANDING #7 Re: Early Retirement Incentive Plan (ERIP) and Voluntary Departure Program (VDP) for Privatization

1. Eligibility

The Parties agree that regular employees in the public service bargaining unit whose work has been privatized pursuant to Master Agreement Article 36 will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined below.

2. Early Retirement Incentive Plan (ERIP).

a. This Early Retirement Incentive Plan is available to eligible employees who are at least 55 years of age (50 for staff working in Corrections Centre) on or before the effective date of privatization or have sufficient pre retirement leave into the future to reach their 55th birthday (50th birthday for staff working in a Corrections Centre).

b. For employees meeting the above criteria, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (Rule of 80). For those employees eligible to retire whose combined age and service add up to less than 80, pension is reduced by 3% for every year their age is less than 60 (55 for staff working in a Corrections Centre) or their age plus service is less than 80, whichever is the lesser.

c. In addition, eligible employees who qualify under (a) above and who are not offered a job with the private employer will also receive a lump sum payment equal to six months base salary which may be used as pre retirement leave if they resign their employment and proceed to retirement. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

3. Voluntary Departure Program (VDP)

a. A VDP is available to eligible employees who are not eligible to retire under ERIP because they are not 55 years of age (50 for staff working in a Corrections Centre) or do not have sufficient pre-retirement leave to reach their 55th birthday (50th birthday for staff working in a Corrections Centre).

b. For employees meeting the above criteria the VDP shall provide for a lump sum payment of 3 weeks of base pay for every year (1827 hours at straight time rate) of service seniority, or major part thereof, as a regular employee to a maximum of 12 months base pay.

4. Timing

These programs will be made available prior to the effective date of privatization. The Employer may establish reasonable timeframes for employees to exercise their options to retire or sever under these voluntary programs. The employee's last day at work under ERIP, last day on pay under VDP must be no later than the effective date of privatization. **An option elected under this clause is irrevocable for 90 days or other period as agreed by the Privatization Impact Review Committee.**

5. Funding

The cost of the Early Retirement Incentive Plan and the Voluntary Departure Program shall be borne by the applicable Ministry and shall not be charged to the Public Service Pension Plan.

6. General

a. An employee receiving a lump sum payment or severance payment shall repay the payment if employed or contracted by the private employer or re-employed or contracted by the Province during the period equivalent to lump sum payment or severance pay.

b. Eligible employees who take advantage of ERIP or VDP shall waive their rights to any severance payment pursuant to Articles 12, 13 and 36 of the Master Agreement.

7. Term

This Memorandum remains in force and effect for the term of the 14th 15th Master Agreement.

MEMORANDUM OF UNDERSTANDING #10 Re: Riverview Hospital Devolution Intersectoral Labour Adjustment Plan

A. Preamble

As a result of the devolution of Riverview Hospital bed capacity to Health Authorities Riverview patients will be relocated to facilities operated by Health Authorities.

As patients are relocated from Riverview Hospital, existing Riverview positions utilized to support those patients will become redundant. Recognizing that there are limited opportunities in the Public Service for Riverview Hospital employees should their positions become redundant, it is the objective of the Parties to this Memorandum to maximize opportunities for continued employment for current regular Riverview employees who are declared surplus or to find acceptable voluntary alternatives.

B. Pre-Labour Adjustment

The Riverview Joint Committee established under Article 29 shall work to provide continuing cooperation and consultation at the local level in providing training and preparing employees for employment opportunities and fashioning reasonable local solutions to problems arising from the downsizing.

The Parties shall create effective communication mechanisms to assist employees in making choices during the placement processes and to make current accurate information available.

The Article 29 Committee shall work cooperatively:

- (1) to ensure training funds are equitably distributed and training opportunities are not unreasonably withheld;
- (2) to assist in the identification of placement opportunities for regular employees and to facilitate the placement of employees as the opportunities arise.

C. Labour Adjustment Process

The Parties to this MOU agree that for the term of the 14th 15th Master Agreement, the following process will apply to Riverview Hospital regular employees, where applicable:

- (1) The ERIP/VDP program as attached is to be made available to regular employees of Riverview/Forensic Psychiatric Services Commission, to facilitate placement of Riverview Hospital employees subject to approval based on operational requirements.
- (2) Consistent with the principles and processes outlined in the Riverview Redevelopment Location (RRL) Memorandum of Agreement, Riverview employees may be offered comparable employment opportunities with a Health Authority.
- (3) Should a surplus employee be offered a comparable position with a Health Authority, and refuses the offer, or does not apply on a comparable position, the surplus employee will be placed into a Public Service position in accordance with Article 13. ~~of the 14th Master Agreement.~~
- (4) In the event no placement is made in the Public Service, the surplus employee will be offered an available comparable position in a Health Authority within a ~~32~~ **50** km radius of Riverview Hospital for which the employee is qualified. Should the employee decline the offer, the employee will be deemed to have resigned from the Public Service with severance. Employees who are placed in Health Authorities where an offer is made under this section, will retain "superior benefits" entitlements where the receiving collective agreement provides less than equivalent terms compared to the Public Service in respect of pension, wage compensation and health and welfare benefits.

D. Employment Security

- (1) Notwithstanding C(4) above, ~~for the term of the 14th Master Agreement, Riverview employees who have regular status effective April 1, 2006 will not be subject to layoff, however affected employees may be required to temporarily perform duties which may not currently be contained in their job description.~~ **the provisions of Memorandum of Understanding #1 (Employment Security) shall apply to Riverview employees until the devolution of Riverview Hospital bed capacity is complete.**

- (2) Despite D(1) above regular employees with less than three years service seniority as a regular who where converted to regular status with an initial letter of appointment specifying that they were hired for the specific purpose of Riverview Hospital downsizing and were subject to layoff when operationally required will be laid off. However, such employees may choose the options available as outlined in Clause 13.3.

E. Return to the Public Service

The Parties agree to apply the following provisions to employees who accept an offer of continued employment with a Health Authority as a direct result of the Riverview Hospital devolution:

(1) In-Service Status:

A regular employee shall be recognized as having in-service status for the purpose of applying on postings for regular positions in Government. This in-service status will be recognized for a period of two years after the effective date of the appointment to a Health Authority position.

(2) Seniority Reinstatement:

If re-employment occurs pursuant to 1 above, employees shall retain seniority earned while as a member of the Public Service Bargaining Unit, and shall be credited with seniority earned with a Health Authority for the purposes of layoff and recall and other seniority related provisions.

(3) Benefit Entitlement:

If re-employment occurs pursuant to 1 above, employment will be deemed continuous for purposes of benefit entitlement under Article 25.

(4) Reversal of Process:

If, within a five year period after date of disposition, Riverview is returned to the Province, in whole or in part, employees engaged in the returning operation, who were employed by the Province at the time of disposition, will be returned to the Province.

MEMORANDUM OF UNDERSTANDING #12
Re: Joint Advisory Committee

1. There shall be a Joint Advisory Committee which shall consist of ~~three~~ **two** representatives appointed by the Employer and ~~three~~ **two** representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury Plan and Long Term Disability Plan and the Rehabilitation Committee to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. ~~The Committee shall consider and report back on all matters related to the plans.~~

2. The Joint Advisory Committee will make recommendations concerning the Rehabilitation Committee in order to:

(a)

- improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;

- improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
- identify and address systemic causes of illness and injury and consequent STIIP/LTD usage;

(b) Clearly establish responsibility for case management with the Committee providing advice and recommendations as required. Such recommendations may include:

- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 4, Part III **(2)**(d)(4).

Disability Case Management representatives are to be designated as employer representatives to the Committee. ~~for cases from ministries~~

(c) Ensure sharing of all information pertinent to a case with the parties involved (union, employer, Occupational Health Programs, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

~~(d) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the government average. Where health and safety measures may be indicated or where otherwise appropriate, the Committee may coordinate their investigation with the Provincial Joint Occupational Health and Safety Committee and make recommendations to the Parties depending on the findings.~~

~~(e)~~**(d)** Review current forms used for STIIP and LTD and Rehabilitation in order to make them simpler and more effective and/or eliminate duplication.

3. The parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury and agree to jointly explore programs and processes to obtain that goal. Therefore the Joint Advisory Committee shall:

(a) review and make recommendations to the Bargaining Principals regarding ministries and/or branches and regions within ministries where implementation of a program modelled on the *Employee Assistance and Health Promotion Program* (piloted by Region 2 of the Ministry of Social Development and Economic Security) or other similar programs, may be reasonably expected to have a positive impact on employee health and absenteeism rates; and

(b) review and make recommendations to the Bargaining Principals regarding establishment or modification of musculoskeletal and other injury and illness prevention programs in areas where the incidence of such injury warrants further prevention activity.

(c) review and make recommendations to the Bargaining Principals on an earlier and consistently applied adjudication of benefits during the STIIP period by the LTD benefit carrier under a mutually agreed plan.

The Joint Advisory Committee shall consult with the Provincial Joint Occupational Health and Safety Committee, the Rehabilitation Committee and/or Ministry Joint Committees, as appropriate.

~~4. Illness and Injury Plans~~

~~The Parties agree there is a need to review illness and injury programs in government. These programs cover all government employees whether included in a bargaining unit or excluded. In order to involve all Parties in studying this issue and making recommendations we propose a steering committee be struck to provide leadership in this area. The committee should have representation from all unions, excluded managers, ministries, the BC Public Service Agency and Government Employee Health Services.~~

~~The following phases or stages should be considered in developing a long term solution to the illness and injury issues.~~

~~*Phase I: Preliminary Data Review*~~

~~It is appropriate to take a quick look at government's claim and cost experience. In this phase, a review is made of the government's statistical claim data relating to the salary continuance program, to determine whether there are cost savings opportunities that warrant pursuit, and to identify STIIP/LTD trends.~~

~~*Phase II: Review and Analysis of Current Process*~~

~~The second phase provides a more in depth analysis of the available statistical claims data to determine:~~

- ~~• analysis of STIIP/LTD incidence in relation to both the documented and undocumented administration practices;~~
- ~~• claim types with potential for prevention and for rehabilitation initiatives.~~

~~It also involves a review of the policies and procedures, forms or other documents related to:~~

- ~~• STIIP/LTD case management;~~
- ~~• health promotion and disability prevention;~~
- ~~• STIIP/LTD claim cost management;~~

~~and review of current documents for clarity, consistency and compatibility with the government's environment, and expected results.~~

~~This process may involve interviewing designated personnel who have roles and responsibilities relating to STIIP/LTD management to determine practices currently in place that are not reflected in documented policies and procedures.~~

~~*Phase III: Presentation of Findings*~~

~~The third phase draws on the financial and claims analysis, and the review of processes and discussion, and results in development of a report setting findings and recommendations for improvement in leave recording systems, practices and procedures.~~

~~Examples of issues that may be covered in such a report include:~~

- ~~• STIIP/LTD reporting;~~
- ~~• short and long term disability plan documentation;~~
- ~~• submission of forms to and communication with appropriate agencies;~~
- ~~• short and long term disability follow-up practices;~~

- ~~return to work procedures;~~
- ~~medical intervention;~~
- ~~supervisory roles and responsibilities at various levels;~~
- ~~claims and cost monitoring; and~~

~~the review and analysis of past claims experience should determine priorities and assist in developing strategies that will be the most effective, and that reduce costs. It should also identify critical issues relating to control of short and long term disability and the changes that are necessary to meet the government's objectives.~~

~~*Phase IV: Redrafting of Process/Implementation and Training*~~

~~Policies and procedures should reflect a fair, consistent and continuous process. The practices flowing from the revised policies and procedures should aid in maintaining Union and employee interest as well as managerial commitment to STIIP/LTD disability management over the long term.~~

4. It is the parties' joint interest to:

- **ensure appropriate and consistent adjudication of claims for STIIP;**
- **ensure that requests for additional information on STO2 forms are limited to instances where the information is objectively incomplete; and**
- **promote opportunities for voluntary rehabilitation initiatives that enable earlier return.**

During the term of this Agreement, the parties will jointly explore a process by which the above objectives may be achieved.

Where STIIP benefits have been denied and/or management is not accepting doctors' certificates which the Union believes are adequate and meet the criteria for information required consistent with the mutually agreed STO2, Part B Instruction Form, and where in the Union's view this demonstrates an abuse of process, a union director and the ADM, Employee Relations Division will expeditiously address the issue.

This is not intended to circumvent the grievance process outlined in the collective agreement.

**MEMORANDUM OF UNDERSTANDING #13
Re: STIIP Claims**

Incorporated into MOU #12

**MEMORANDUM OF UNDERSTANDING #17
RE: Appendix 4, Section 2.8(a)**

Deleted

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

The parties agree that this Memorandum of Understanding will supplement Master Agreement Clause 2.1 - Bargaining Unit Defined, effective the date of signing of the 14th Master Agreement.

(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** ~~one Director or Regional Coordinator~~ to the Joint Committee.
- (4) The Chairperson of the Committee will, at the request of either Party, sit as facilitator/arbitrator over all disputes pertaining to the appropriateness of any exclusion request before the Joint Committee.

(c) *Committee Procedure*

(1) The Parties will jointly establish terms of reference for use by the Committee.

(2) All new exclusion requests will be submitted to the Committee. Each submission will include:

~~(1)~~**(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;

~~(2)~~**(b)** incumbent name, if applicable;

~~(3)~~**(c)** the organization chart for the relevant program;

~~(4)~~**(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

~~(5)~~**(3)** Where a position **paid at a target rate of \$88,343.33 per year** ~~is classified (formerly at 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.

~~(6)~~ ~~The guidelines identified in Clause 2.1(b) will be utilized by the Joint Committee to determine whether the position should be excluded from the bargaining unit or remain included in the bargaining unit.~~

~~In addition to the guidelines in Clause 2.1(b), the Committee will also consider the criteria in PSLRA, s.11.3.~~

(4) In determining eligibility for exclusion the following factors must be considered:

- (a) Section 11(3) of the *Public Service Labour Relations Act*;**
- (b) Clause 2.1 of the collective agreement;**
- (c) BC Labour Relations Board and arbitration decisions;**
- (d) Similar positions in government; and**
- (e) Previous decisions of the Joint Exclusion Committee**

~~(7)~~(5) The Committee will establish a schedule of meeting dates, monthly or less frequently by mutual agreement, to review and make decisions.

~~(8)~~(6) Decisions of the Joint Committee will be without prejudice to positions either party may take on any position.

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

~~(10)~~(7) Where the Employer determines that a particular matter is more properly processed in accordance with Clause 2.1, it will so notify the Union and this memorandum will not apply.

~~(11)~~(8) An included employee who substitutes in an excluded position for a period up to 20 working days shall remain in the bargaining unit for the duration of the temporary assignment. For periods of substitution exceeding 20 working days, an employee shall be temporarily appointed and will be excluded for the entire duration of the appointment period.

~~(12)~~(9) ~~The parties will jointly establish terms of reference for use by the Committee.~~ **The Chair will issue a precedential decision with a complete but brief written explanation within seven days of the Committee meeting.**

~~(13)~~(10) The parties will share equally in all costs associated with the Chairperson and other costs.

MEMORANDUM OF UNDERSTANDING #19
Re: A Joint Committee to Review Current
Exclusions Classified as Management Level 1, 2 or 3

Deleted – review was completed last year

MEMORANDUM OF UNDERSTANDING #20
Re: Project Employees

The parties agreed to establish a pilot project to provide an alternate means of undertaking time limited project work. It is anticipated that this pilot will also facilitate a reduction in the number of contractors engaged to do work which could be performed by employees. To meet these objectives, the following provisions will apply:

1. Project employees will be engaged for projects of 12 to 24 months' duration. Where a project employee is retained beyond the 24 month maximum, they will be deemed a regular employee from their initial date of hire.

2. Project employees' terms and conditions of employment shall be those applicable to regular employees under this Agreement except as provided in this Memorandum. In-service status shall not apply except as provided pursuant to #3 below.

3. At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the Master Agreement following severance, except that in-service status will apply for the six months following. **A project employee shall re-pay severance if re-employed or contracted during the period equivalent to the severance pay.**

4. Projects for which these employees may be hired shall be as mutually agreed by the Principals, or their designates, within five workdays or request, where possible, but no later than 10 workdays.

~~5. This Memorandum is in effect from April 1, 2006 to March 31, 2008, and may be extended by agreement of the parties.~~

5. The employer will provide copies of appointment letters, including the names or project employees and duration of the project, to the Union.

Letter

March 17, 2010

Mr. Doug Caul
Assistant Deputy Minister
BC Public Service Agency

Dear Mr. Caul

Re: Liquor Distribution Branch (LDB)

This will confirm our agreement respecting the LDB:

(1) The LDB Joint Committee will make an effort to improve its function and meet the objectives set out in Article 29. To do this, the following measures will be taken:

- (a) the Director of Store Operations will participate as a member of the committee, and
- (b) the Joint Committee will utilize the Relationship Enhancement Program provided by the Labour Relations Board.

(2) The parties agree to extend the pilot project which provides Step 3 of the grievance procedure until March 31, 2011. This extension may be renewed by mutual agreement of the parties subject to a review to determine the effectiveness of this pilot project.

We trust this accurately reflects our agreement.

Sincerely

Darryl Walker
President

MEMORANDUM OF UNDERSTANDING #21
Re: ~~A Pilot Project to Reintroduce Step 3 to the Grievance Procedure~~

The parties agree to reintroduce Step 3 to the grievance procedure on the basis that it is intended to assist in resolving grievances prior to arbitration.

1. The reintroduction of Step 3 will be on a trial basis, effective the date of signing of the ~~14th~~ 15th Master Agreement and expiring on March 31, ~~2008~~ 2011. The parties may extend or renew this Memorandum of Understanding by mutual agreement.

2. Step 3 of the grievance procedure will be applicable to **the Liquor Distribution Branch (LDB)** ~~specific ministries, boards, agencies and branches which are listed at Appendix A to this Memorandum of Understanding. The parties may add or delete ministries, boards, agencies and branches during the life of this memorandum. Ministries, boards, agencies and branches named in Appendix A to this Memorandum of Understanding agree to:~~ **The LDB agrees to:**

- a. encourage resolution at Step 2; and
- b. use Step 3 as a problem solving forum; and
- c. commit to full participation in the case management process agreed to between the Parties.

3. The Step 3 procedure to be utilized is:

(a) The President of the Union, or their designate, may present a grievance at Step 3:

(1) within 21 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or

(2) within 21 days after the Employer's reply was due

(b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

1. The time limit to reply at Step 3

(a) Within 30 days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.

(b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

2. MOU #27—Union/Management Joint Training

In accordance with MOU #27 - Union/Management Joint Training, the Parties agree to provide joint training of stewards and Step 2 designates. ~~Ministries, boards, agencies and branches listed in the attached appendix~~ **The LDB** will have priority to receive this training before others.

~~APPENDIX A~~

~~Liquor Distribution Branch
Adult Custody~~

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

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum

is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

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

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

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

The parties agree to temporary market adjustments as per the attached Appendices A and B to expire in accordance with #5 above.

~~Appendix A: effective April 2, 2006~~

~~Appendix B: effective April 1, 2007~~

Note 1: For the purposes of this Memorandum, references to Ministries include all Agencies, Boards and Commissions that are subject to the ~~Fourteenth~~ 15th Master Agreement.

~~Note 2: For all positions in receipt of a newly agreed Temporary Market Adjustment in the 14th Master Agreement, the Union agrees all outstanding classification appeals are withdrawn and there will be a moratorium on new appeals for a period of one year.~~

APPENDIX A TO MOU
EFFECTIVE APRIL 2, 2006
RE: TEMPORARY MARKET ADJUSTMENTS

	Position / Classification	TMA %
1.	Information Systems R18	3.3
	Information Systems R21	6.6
	Information Systems R24	6.6
	Information Systems R27	6.6
	Information Systems R30	9.9
2.	Economist R27	3.3

	Economist R30	6.6
	Economist R32	6.6
3.	Policy Analyst R27	3.3
	Policy Analyst R30	6.6
4.	Financial Officer R18 *	6.6
	Financial Officer R21 *	6.6
	Financial Officer R24 *	6.6
	Financial Officer R27 *	6.6
	Financial Officer R30 *	6.6
5.	Tax Auditor R24 *	6.6
	Tax Auditor R27 *	6.6
	Tax Auditor R30 *	6.6
6.	Education Officer R27	3.3
7.	Planning Officer R27	3.3
	Planning Officer R30	3.3
8.	Project Officer – Environmental Assessment Office (AO R27)	6.6
9.	Intellectual Property Managers, IPP, L&CS (AO R24)	9.9
10.	Oil and Gas Commission as per previous MOA	
10.	Biologist R27	3.3
	Biologist R30	3.3
11.	Commercial Transport Inspector R21 (Scale Supervisor)	3.3

*The TMA applies solely to those positions where a recognized accounting designation (i.e. CMA., CGA, CA) is a requirement of the position and the incumbent possesses such designation.

APPENDIX B TO MOU
EFFECTIVE APRIL 1, 2007
RE: TEMPORARY MARKET ADJUSTMENTS

	Position / Classification	TMA %
1.	Biologist R27	3.3
	Biologist R30	3.3

2.—	Commercial Transport Inspector R21 (Scale Supervisor)	3.3

Note: Memorandum of Agreement providing TMAs for Correction and Deputy Sheriffs is renewed.

**MEMORANDUM OF UNDERSTANDING #23
RE: Classification Staging**

Deleted - completed

**MEMORANDUM OF UNDERSTANDING #25
Re: The Introduction of Grid 33 to the Public Service Job Evaluation Plan**

Deleted - completed

**MEMORANDUM OF UNDERSTANDING #26
Re: Commercial Transport Inspection Program Employees**

Deleted

**MEMORANDUM OF UNDERSTANDING #31
Re: Regular Part-Time Employees**

The Parties acknowledge that as a general principle throughout government service regular part-time employees should have access to ~~continuous full-time employment~~ **increased hours of work opportunities up to full-time hours** prior to auxiliary employees.

In view of the above, the Parties agree to renew pilot project(s) where regular part-time employees will be given the opportunity to accept work beyond their regular part-time schedule at ~~OBL Oak Bay Lodge~~ **Oak Bay Lodge** Continuing Care Society, ~~the Lodge at Broadmead~~ **Broadmead Care Society** and other facilities or programs, by mutual agreement.

The Parties also agree to establish a Joint Committee to monitor the implementation and success of the pilot project(s), which shall utilize the following approach:

1. Regular part-time employees, with the agreement of the Employer, may specify that they wish to opt for temporary ~~full-time~~ **increased hours of work opportunities**.
2. Such agreements identified in (1) above shall be in writing and be effective for a six-month period commencing April 1, 2001.
3. Where it is known for at least a week in advance that such temporary ~~full-time~~ **increased hours of work opportunity** is available, the Employer, **subject to operational requirements**, will pre-schedule regular part-time employees on the basis of service seniority, prior to auxiliary employees, provided:
 - (a) Opportunities for additional work assignments must be for at least a full block within a cycle (eg. five shifts on a 5:2 pattern; four shifts on a 4:3 pattern);
 - (b) The maximum bi-weekly hours shall not exceed the regular full-time hours of a full-time employee in the same work unit;
 - (c) There shall be no increased cost to the Employer, including but not limited to premiums or penalties attributed to going on or coming off the temporary ~~full-time~~ **increased hours of work schedule**;

- (d) Work assigned/offered must be within the same classification ~~and work unit~~ in which the regular part-time employee usually works as a regular part-time employee;
- (e) Part-time employees whose part-time status is derived from a job share agreement shall not be entitled to increase their hours under this arrangement, except by mutual agreement.
- (f) Lost work opportunities resulting from part-time regular employees accepting a ~~full-time~~ **an increased hours of** work opportunity or reverting to their part-time position following completion of the ~~full-time~~ **additional work** assignment shall not be the Employer's responsibility.
- (g) Employees working a full time schedule for any period in excess of two calendar weeks and who are subsequently unable to report for work due to illness or injury during the period of scheduled full-time work, and are entitled to benefits pursuant to Appendix 4, will have their STIIP benefit calculated on the basis of the full time work. This calculation based upon full-time work will continue for the duration of the scheduled full-time employment and thereafter revert to a benefit based upon the employee's part-time appointment.

~~The Committee will report and make recommendations to the Master Bargaining principals as to the progress of the pilot projects.~~

MEMORANDUM OF UNDERSTANDING #35
Re: Effective Use of Human Resources

Deleted

MEMORANDUM OF UNDERSTANDING #36
Re: One-Time Payment

Deleted - redundant

Letter

March 26, 2010

David Vipond
Director, Negotiations

Dear Mr. Vipond

Re: LDB Signature Stores

The Liquor Distribution Branch plans to open no more than two Signature Stores involving the consolidation of existing retail stores during the course of the 15th Master Agreement.

Yours truly

Doug Caul
Assistant Deputy Minister

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

Retail Stores:

- (a) The LDB will ~~not close more than five~~ **maintain a minimum of 185** retail stores during the term of the ~~14th~~ **15th** Master Agreement.
- (b) Where two retail stores are consolidated into a new Signature Store, ~~this is not a store closure pursuant to (a) above~~ **the minimum number of retail stores pursuant to (a) above will be reduced by one (1).**

Distribution:

- (a) The LDB will continue to operate a province-wide distribution system for the term of the ~~14th~~ **15th** Master Agreement.

*Note: As of the date of this MOU, the LDB has ~~208~~ **197** retail stores, ~~10~~ **21** of which are Signature Stores.*

This Memorandum of Understanding is enforceable through commercial arbitration under the provisions of the *Commercial Arbitration Act*.

MEMORANDUM OF UNDERSTANDING #38
Re: Store Closures and Signature Store Openings and Impact on Employees

Renewed

MEMORANDUM OF UNDERSTANDING #39
Re: Sunday Openings and Store Consolidation Protocol

Renewed

MEMORANDUM OF UNDERSTANDING [new]
Re: Liquor Distribution Branch (LDB)
New Regular Positions

1. The parties agree that it is mutually beneficial that the Employer convert a minimum of 110 auxiliary employees to regular positions in the retail store system. These positions may be either full-time or part-time.
2. The procedure for appointing employees to regular positions will be as follows:
 - (a) Regular employees currently on lay-off status, who have opted to go on the auxiliary recall list pursuant to Clause 13.3(a)(4) will be offered a regular position in order of service seniority within the Seniority Block.
 - (b) Notwithstanding, Master Agreement Clause 13.3(e) an employee will have the right to decline the offer, without penalty.
 - (c) Should there not be any further laid off regular employees on the auxiliary recall list in the block, regular positions will be offered to the senior auxiliary employee with 1827 hours worked in 33 pay periods. In the event there are no

auxiliary employees in the recall area with 1827 hours worked in 33 pay periods, the position(s) will be posted within the recall area.

(d) Regular employees on the auxiliary recall list who are offered and accept a regular position, will retain their original regular seniority date.

3. The Union agrees to establish the Wholesale Customer Centre (100) as a single store recall area after the Liquor Distribution Branch fulfills the conversion of 110 regular positions pursuant to this Memorandum of Understanding. It is agreed that this change will be reflected in the Retail Stores and Warehouse Component Agreement.

Letter

March 26, 2010

David Vipond
Director, Negotiations

Dear Mr. Vipond

Re: Store Closures – Liquor Distribution Branch (LDB)

This letter will confirm the parties agreement that regular employees impacted by LDB store closures will be covered by Memorandum of Understanding #1 and Article 13 of the 15th Master Agreement.

Yours truly

Doug Caul
Assistant Deputy Minister

**MEMORANDUM OF UNDERSTANDING [new]
Re: Bullying in the Workplace**

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

(b) (1) Where a complaint of bullying between peers is brought to the attention of the Employer, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to remedy the complaint. For the purpose of this Memorandum of Understanding "peers" refers to employees who are not in a reporting relationship where one employee is supervised by the other.

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

- (3) The excluded manager will investigate this matter and, if substantiated, take appropriate action to resolve the complaint.
- (4) A steward may be utilized to assist members at any point in this procedure.
- (5) If the disposition of the complaint is still in dispute by either employee, the complaint may be referred to the Public Service Agency or the Union for resolution by the Bargaining Principals. Their decision regarding the complaint will be final and binding.
- (6) Any decision or action taken in response to a bullying complaint is not subject to the grievance or arbitration procedures of Article 8 and 9 of the Master Agreement.
- (7) Clauses 1.7, 1.8, 1.9 and 32.15 of the Master Agreement do not apply to this process.

The Memorandum remains in force and effect for the term of the 15th Master Agreement.

**MEMORANDUM OF UNDERSTANDING [new]
Re: Vacation Adjustments for Remote Locations**

The parties agree that recruitment and retention is an issue in certain geographical locations. In an effort to address these issues Employees who reside and work in the following locations will be provided an extra day, effective the 2010 vacation year:

Alert Bay	Alexis Creek
Atlin	Bella Coola (including Hagensborg & Waglisla)
Burns Lake	Chetwynd
Dawson Creek	Dease Lake
Fort St. James	Fort St. John
Fort Nelson	Fraser Lake
Gold River	Haida Gwaii
Hazelton	Houston
Hudson's Hope	McBride
MacKenzie	New Denver
Port Alice	Port Hardy
Port McNeill	Prince Rupert
Smithers	Stewart
Terrace	Tumbler Ridge
Valemount	

**MEMORANDUM OF UNDERSTANDING [new]
Re: Seniority for Voluntary Transfers of Auxiliary Employees**

An auxiliary employee choosing to move to a new auxiliary position in their same classification in a different location, will retain their accrued hours worked for the purpose of placement on the salary grid, benefit entitlement and vacation accrual. The Employer will no longer require auxiliary employees to sign a letter of resignation when moving from one geographic location to another.

Upon relocation, an auxiliary employee moving to a new auxiliary position in a different location will not have their seniority transferred for the purposes of recall in the new location, except as provided by Clause 31.3(b).

**Memorandum of Agreement
between
The Government of the Province of British Columbia
as represented by the
British Columbia Public Service Agency
and
The B.C. Government and Service Employees' Union**

The voluntary reduced workweek program (the program) allows employees to volunteer to take a set number of days as an unpaid leave of absence over a defined period of time. Participation is pro-rated for part-time employees. There are no changes to the Employer paid benefits plans which include Medical Services Plan, Extended Health, Dental, Life Insurance, STIIP, LTD and vacation.

Seniority for participating regular employees will not be affected as seniority hours, for the purposes of layoff and recall, shall be credited for each participating employee commensurate to the agreed number of hours of unpaid leave taken during the program. The Employer agrees to purchase the Employer's share of pensionable service of this leave without pay for each participating employee.

Participating auxiliary employees will also be credited with hours of seniority for the purposes of layoff and recall for the hours not worked while participating in this program for each defined period.

The Employer agrees to advise the Union about a new voluntary reduced work program prior to making it available to employees.

Note: This memorandum will not be published as a part of the Master Agreement.

**Memorandum of Understanding
between
The Government of the Province of British Columbia
as represented by the
British Columbia Public Service Agency
and
The B.C. Government and Service Employees' Union**

Re: Leave of Absence for Union Business – Local Chairpersons

For the term of the 15th Master Agreement, Local Chairpersons shall be entitled to up to 35 hours annually of leave of absence with basic pay and without loss of seniority to attend to union business which requires them to leave their general work area.

The local chairperson shall provide reasonable written notice and a completed leave of absence for union business form prior to commencing such leave.

The Union will provide BCPSA with names of the local chairpersons, not to exceed 55, along with the designation of the local which they represent, their ministry and work location.

No employee whose name does not appear on the list of local chairpersons will be eligible for this leave.

Further, we agree that the principals will establish a process to review concerns raised by either party pertaining to the utilization of this leave.

Note: This memorandum will not be published as a part of the Master Agreement.

**Memorandum of Agreement
between the
Government of the Province of British Columbia
as represented by the
BC Public Service Agency
and the
B.C. Government and Services Employees' Union**

The Government of the British Columbia and B.C. Government and Service Employees' Union intends to raise employees' awareness of the existing leave without pay provision in the Master Agreement (Clause 20.10). Leave without pay applied to various work schedules is an option to create savings to reduce the impacts of workforce adjustment. In an effort to encourage employees' uptake on leave without pay for an extended period of time in the context of workforce adjustment, the parties agree regular employees will continue to accrue seniority while on this leave for the purposes of lay-off and recall..

Employees are not required to exhaust other leave entitlements in order to qualify for leave under this memorandum.

This agreement remains in effect from April 1, 2010 to March 31, 2011 and may be extended by mutual agreement of the parties. Payroll savings realized under this memorandum will be utilized to reduce layoffs resulting from workforce adjustment.

Note: This memorandum will not be published as a part of the Master Agreement.

Letter

March 25, 2010

Darryl Walker
President

Dear Mr. Walker

Re Designation of Conservation Officers and Deputy Sheriffs as Public Safety Occupations

This is to confirm the employer agrees to participate in a joint application with the BCGEU to the federal government to have Deputy Sheriffs and Conservation Officers included in the definition of "*public safety occupation*" under the federal *Income Tax Act* regulations for pension plan purposes.

In the event that the joint application to the federal government is successful, the employer and the BCGEU must reach an agreement on how the cost of providing early retirement benefits for deputy sheriffs and conservation officers will be funded before the Public Service Pension Plan Partners can make any corresponding recommendations to the Board of Trustees. Any proposed agreement between the employer and the BCGEU to fund the early retirement benefits must be approved by the PSEC Secretariat and be cost-neutral to the province.

This will confirm the parties' agreement that the designation of Conservation Officers and Deputy Sheriffs as a public safety occupation for pension purposes has no bearing on the classifications of these positions under the Public Service Job Evaluation Plan.

Yours truly

Doug Caul
Assistant Deputy Minister

For the Union

Darryl Walker
President & Chair of Committee

Colleen Jones
Vice President

Dean Purdy
Correctional and Sheriff Services

Susanne Francoeur
Hospital & Allied Services

Craig Mackay
Retail Stores & Warehouse

Doug Kinna
Social, Information & Health

Sandi McLean
Administrative Services

Lori Joaquin
Administrative Services

Byron Goerz
Environmental, Technical and
Operational Services

David Vipond
Director, Negotiations

Jaynie Clark
Director, Advocacy

Margaret Coplin
Administrative Assistant

Dated this 27th day of March, 2010.

For the Employer

Doug Caul, BCPSA
Assistant Deputy Minister

Paddy Bradley, BCPSA
Director, Labour Relations

Bill Carragher, BCPSA
Director, Labour Relations

Ourania Chrisgian, BCPSA
Director, Labour Relations

John Davison, BCPSA
Sr. Labour Relations Specialist
Labour Relations

Shane Hoag, BCPSA
Manager, Business Applications
Services Branch

Pamela Miller
Community Services Manager,
Ministry of Children & Family
Development

Laurel Nash
Executive Director, Titles & Offshore
Division, Ministry of Energy, Mines
& Petroleum Resources

Bert Phipps
Assistant Deputy Minister
Ministry of Attorney General

Gord Zelenika
Executive Director
BC Liquor Distribution Branch

Deborah Myles, BCPSA

Jennifer Reda, BCPSA