

MEMORANDUM OF SETTLEMENT

for the

SIXTEENTH MASTER AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

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

E&OE

As a result of this agreement, the Province agrees to cancel the Negotiated Request for Proposal process on The Distribution of Liquor Project.

ARTICLE 1 – PREAMBLE

Letter
March 21, 2012

Dear Mr. Walker

Re: Clause 1.7 – Human Rights

I am writing further to discussions at the bargaining table. This letter confirms the parties' agreement that discrimination in Clause 1.7 relates to any of the prohibited grounds contained in the BC *Human Rights Code*. The list of prohibited grounds in Clause 1.7 of the Master Agreement reflects the grounds presently enumerated in the BC *Human Rights Code*. If and when the grounds in the BC *Human Rights Code* are amended due to legislative changes, the parties agree that those changes will be read into Clause 1.7.

Bert Phipps
Assistant Deputy Minister

ARTICLE 12 – SERVICE CAREER POLICY

Note: 2011 Merit Commissioner's Report

The parties agree to form a subcommittee to discuss the findings and recommendations contained in the 2011 Merit Commissioner's report during the term of the 16th Master Agreement.

12.5 Appeal Procedure

- (a) An employee who is an unsuccessful applicant for an appointment to the Public Service may request from the individual responsible for the appointment an explanation of the reasons why he or she was not appointed.
- (b) The responsible individual must provide an explanation as soon as practicable after receiving a request under subsection (a).
- (c) An employee who has made a request under (a) above may request an inquiry into the application of Section 8(1) of the *Public Service Act* with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the Deputy Minister responsible for the position.
- (d) The Deputy Minister, or a person designated by the Deputy Minister, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. **The Deputy Minister will reply within 30 days.**
- (e) Except as provided in (g) below, an employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a

review of the appointment by the merit commissioner on the ground that Section 8(1) of the *Public Service Act* has not been complied with.

(f) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the Deputy Minister under (c) above.

(g) The following are not subject to a review by the merit commissioner and may not form the basis of a grievance:

- (1) Staffing decisions respecting positions outside the bargaining unit;
- (2) A temporary appointment of not more than seven months in duration;
- (3) An appointment of an auxiliary employee; and
- (4) A direct appointment by the Head of the BC Public Service Agency.

(h) All requests for reasons, inquiry or review and submissions must be within the time period prescribed by Regulation made pursuant to the *Public Service Act*.

ARTICLE 13 – LAYOFF AND RECALL

Letter
January 19, 2012

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 **Clause** 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 16th Master Agreement.

Bert Phipps
Assistant Deputy Minister

ARTICLE 14 – HOURS OF WORK

Letter

September 27, 2012

Mr. Bert Phipps
Assistant Deputy Minister

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

This will confirm our agreement that the current joint labour/management committee which discusses hours of work and scheduling will continue to function with the same mandate. They have already met and will continue to do so for the term of the 16th Master Agreement.

I trust this is adequate to allay concerns.

Darryl Walker
President

14.4 Rest Periods (new)

~~(b) — All employees who miss their rest periods due to operational requirements shall be entitled to earned time off at straight-time rates. Such earned time off shall be scheduled by mutual agreement within two weeks of the missed rest period. If not scheduled in this manner, the earned time off will be banked or paid out, at the employee's option.~~

Maintain current language

Note: The employer agrees that the union's Clause 14.4 proposal is withdrawn on a "*without prejudice*" basis.

14.5 Stand-by Provisions*

(a) Where ~~regular~~ employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) ~~Regular~~ Employees on stand-by in a relief operation, such as a staffing pool, shall be compensated one day's basic pay for 12 hours' standing by. Where the time spent on stand-by is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one hour's pay for each four hours of standing by in addition to their normal day's pay with a minimum of one hour's stand-by.

(c) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

Note: The above does not apply to scheduled contact periods for auxiliary recall under Clause 31.5.

ARTICLE 16 – OVERTIME

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be ~~\$15.00~~**15.30**.

ARTICLE 17 – PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	British Columbia B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

ARTICLE 18 – ANNUAL VACATIONS

18.2 Vacation Earnings for Partial Years*

(a) ~~(1) —~~During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.

~~(2) — Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the second payday of the subsequent year.~~

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.6 Vacation Carryover*

(a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carry over shall not exceed 10 days at any time. ~~Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2),~~ An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

Letter
January 17, 2012

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~~ **Section 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.

Bert Phipps
Assistant Deputy Minister

Letter
March 28, 2012

Dear Mr. Walker

Re: Archived Vacation

The BCGEU agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is "archived" and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2011 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2012.
- 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 year (for a full payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2012.

Bert Phipps
Assistant Deputy Minister

Note: Union withdraws proposal MOU 17 proposal (Box 32 issue still under discussion with Telus).

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

(b) Immediate family is defined as an employee's parent, stepparent, spouse, child, **stepchild**, grandchild, brother, sister, **stepsibling**, father-in-law **and** mother-in-law, ~~and or a~~ **Any other** relative permanently residing in the employee's household or with whom the employee permanently resides **is also considered to be immediate family.**

20.2 Special Leave

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

- (1) wedding of the employee - three days;
- (2) attend wedding of the employee's child - one day;
- (3) birth of the employee's child - two days;
- (4) serious household or domestic emergency - one day;
- (5) moving household furniture and effects - one day;
- (6) attend their formal hearing to become a Canadian citizen - one day;
- (7) attend funeral as pall-bearer or mourner - one-half day;
- (8) court appearance for hearing of employee's child - one day;
- (9) in the case of serious illness or hospitalization of an ~~elderly~~ parent **or stepparent** of the employee, when no one other than the employee can provide for the needs of the parent **or stepparent**, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments;
- (10) child custody hearing – one day per calendar year.

20.11 Leave for Medical and Dental Care

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$500 per calendar year.

(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$500 reimbursement, once per calendar year.

(f) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

Letter
March 27, 2012

Dear Mr. Walker

Re: Accommodation needs of employees

Further to discussions during bargaining, the employer understands its obligations under the *Human Rights Code* and the collective agreement to accommodate members who need assistance in the workplace with disability related needs. The union should encourage members to approach the employer to identify their individual circumstances and needs.

Bert Phipps
Assistant Deputy Minister

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.7 and Appendix 3E—Rates of Pay for Apprentices.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.
- (c)
 - (1) **effective 12:01 a.m., April 1, 2012, all rates of pay for classifications listed in Appendix 3 shall be increased by 1.0 percent; and**
 - (2) **effective 12:01 a.m., August 15, 2012, all rates of pay for classifications listed in Appendix 3 shall be increased by 1.0 percent; and**
 - (3) **effective 12:01 a.m., April 1, 2013, all rates of pay for classifications listed in Appendix 3 shall be increased by 1.0 percent; and**
 - (4) **effective 12:01 a.m., December 1, 2013, all rates of pay for classifications listed in Appendix 3 shall be increased by 1.0 percent.**

27.8 Vehicle Allowances

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

Vehicle allowance shall be:

Date	Rate per km
March 29, 2009	50¢
Date of ratification	51¢
April 1, 2013	52¢

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

27.9 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal		
Breakfast	\$11.50	\$11.75
Lunch	13.25	13.50
Dinner	22.25	22.75

27.10 Isolation Travel Allowance

(a) An isolation **travel** allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 8—Biweekly Pay Conversion Schedule Isolation **Travel** Allowance.

NOTE: CONSEQUENTIAL AMENDMENT TO REMAINDER OF CLAUSE AND APP 8

Note: *The parties will jointly forward a letter to the CRA requesting approval to include the Clause 27.10 – Isolation Travel Allowance in Box 32 of T4 slips.*

27.26 Qualified Registered Professional Fees

Regular employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed in full for annual membership or licensing fees (not to exceed ~~2005~~ **2009** fee schedule).

This clause applies to the following:

- Certified General Accountants
- Certified Management Accountants
- Chartered Accountants
- Licensed Practical Nurses
- Registered Forest Technologists
- Registered Professional Biologists
- Registered Dieticians
- **Property Negotiators**

Note: Above fee schedule is effective April 1, 2013

Consequential amendment – delete Clause 11.7 of the Administrative Services component agreement.

ARTICLE 31 – AUXILIARY EMPLOYEES

31.5 Layoff and Recall

(k) Ministries unable to contact auxiliary employees during the scheduled time periods established in (e) above, will immediately advise the employees by ~~certified~~ **registered** mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.4(d)—Loss of Seniority. Ministries unable to contact auxiliary employees outside of the scheduled time periods will not count such unavailability for purposes of Clause 31.4(d)—Loss of Seniority except as specified in (l) below.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of: ~~64¢ per working hour, up to a maximum of \$44.80 per biweekly pay period~~

Date	Rate per hour	Max biweekly
Date of ratification	67¢	\$46.90
April 1, 2013	70¢	\$49.00

31.9 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Clauses 25.1—Basic Medical Insurance, 25.2—Extended Health Care Plan, 25.3—Dental Plan, 25.4—Group Life and 25.9—Employee and Family Assistance Program after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this clause will not receive the payment under Clause 31.7—Health and Welfare.

(b) An auxiliary employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 31.4(a), (b), (c) or (d)—Loss of Seniority.

(c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of ~~three~~ **six** consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

ARTICLE 32 – GENERAL CONDITIONS

32.2 Commuting [new]

(a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit, **cycling** and/or to carpool to their worksites.

(b) The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.

(c) A joint employer/union parking committee shall be established to study the matter of employee parking and make recommendations to the parties.

32.8 Copies of Agreements

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

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

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

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

Agreement made this ** day of **/****

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

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

Note: Copies of agreements:

(i) Correctional & Sheriff Services	1,000
(ii) Hospital & Allied Services	700
(iii) Retail Stores & Warehouse	3,200
(iv) Social Information Health	1,500
(v) Administrative Services	1,000
(vi) Environmental, Technical Operations	750
(vi) Master	9,000
(vii) Master – spiral bound	2,000

32.9 Travel Advance

Regular employees not covered by a work party advance, and who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

32.15 Misuse of Managerial/Supervisory Authority

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

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

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

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

~~Procedures~~ **Process**

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

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

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

Investigation

~~(b)~~ The supervisor/manager will **conduct an** investigate the allegation and take steps to resolve the concern as appropriate **investigation** within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee(s) directly involved. **of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint.** The employee(s) directly involved may have a steward present during these discussions.

Referral to Panel

If the ~~proposed resolution~~ **response** is not acceptable **to the complainant or the respondent, the Union** may refer the **matter, in writing** the union in writing to the Deputy Minister or their designate, **to the Panel** within 30 days of ~~receiving the supervisor's/manager's response or when the response was due~~ **Employer's response being issued.**

~~These particulars will form the basis of the Deputy Minister's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Deputy Minister shall provide the respondent with a copy of the complaint.~~

~~(c) The Deputy Minister or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Deputy Minister.~~

~~(d) Where the matter is not resolved pursuant to (c), the union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the Deputy Minister's response or when the response was due. The Panel will be comprised of one member each from the employer and the union, and a chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.~~

~~The referral to the panel will include the written statement presented at step (b) above and the Deputy Minister's response.~~

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

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

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

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

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

~~(f) Where the complaint is found to be frivolous, vindictive or vexatious, the employer may take appropriate action which may include discipline.~~

~~(g)~~ Disciplinary action taken by the employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

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

ARTICLE 37 – TERM OF AGREEMENT

37.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, 20~~12~~**14**.

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~~12~~¹⁴, but in any event not later than midnight, January 31, 20~~12~~¹⁴.

(b) Where no notice is given by either party prior to January 31, 20~~12~~¹⁴, both parties shall be deemed to have given notice under this clause on January 31, 20~~12~~¹⁴, and thereupon Clause 37.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

37.6 Effective Date of Agreement

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

APPENDIX 1 Ministries, Boards and Agencies

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

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

Note: Housekeeping required to the list below

- Agricultural Land Commission
- BC Review Board
- BC Coroners Service
- BC Investment Management Corporation
- BC Lottery Corporation
- BC Marketing Board
- BC Mental Health and Addiction Services (Riverview Hospital)
- BC Pension Corporation
- BC Racing Commission
- Broadmead Care Society
- Commercial Appeals Commission
- Forensic Psychiatric Services Commission
- Forest Practices Board
- Islands Trust
- Oak Bay Lodge Continuing Care Society
- Office of Police Complaints Commissioner
- Provincial Capital Commission
- Purchasing Commission

Workers' Compensation Appeal Tribunal

In addition, ~~the~~ The parties agree that prior to:

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

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

Note: *Consequential amendment – delete MOU 8.*

APPENDIX 4 – SHORT AND LONG TERM DISABILITY

Part II – Long Term Disability Plan

2.1 Eligibility

- (a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires a least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

Maintain current language for remainder of the clause.

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, ~~2010~~ **2012**.
- 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 three years service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
 - A regular employee with three or more years service seniority who refuses an offer of continued employment at the same classification level and same geographic location will be deemed to have resigned.
 - A regular employee with three or more years service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) in the same geographic location, will be deemed to have resigned with applicable severance pay.
 - A regular employee with three or more years service seniority who refuses two job offers in a different geographic location or with a comparable pay range will be deemed to have resigned with applicable severance pay.
6. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 13.
7. Greater than three year regulars are entitled to displace less than three year regulars pursuant to Article 13. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this memorandum and Clause 13.4 shall apply. Less than three year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
8. Regular employees with more than three years service seniority who are placed pursuant to this memorandum shall have their salary protected pursuant to Clause 27.7 of the Master Agreement.
9. 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 ~~15th~~ 16th Master Agreement.

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

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

Letter
May 23, 2012

Mr. Darryl Walker
President

Re: Field Status Employees Away Overnight

Further to discussions during bargaining, this will confirm that there is no intention to change current practice respecting field status employees required by the Employer to stay away from home overnight. As discussed, in such situations employees will be reimbursed for reasonable overnight accommodation costs. Additionally, dinner on the first day and applicable meals on additional days will be reimbursed as per Clause 27.9.

Bert Phipps
Assistant Deputy Minister

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

(e) Per Diem Living Allowance:

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

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

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

(3) Where employees are entitled, the per diem living allowance will be ~~\$35.50~~ **\$36.50** per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

NOTE: MAINTAIN CURRENT LANGUAGE FOR REMAINDER OF THE CLAUSE.

MEMORANDUM OF UNDERSTANDING 4 [renewed]
Re: Alternative Service Delivery (ASD) and Privatization Initiatives

MEMORANDUM OF UNDERSTANDING 5 [renewed]
Privatization and Alternative Service Delivery (ASD)

MEMORANDUM OF UNDERSTANDING 6 [renewed]
Re: Alternative Service Delivery (ASD)

MEMORANDUM OF UNDERSTANDING 7 [renewed]
Re: ERIP/VDP for Privatization

MEMORANDUM OF UNDERSTANDING 8 [deleted]
Re: Clause 32.10 and Appendix 1 (merged with Appendix 1)

MEMORANDUM OF UNDERSTANDING 9 [renewed]
Re: Clause 32.10, Article 36 and Memorandum of Understanding 6

MEMORANDUM OF UNDERSTANDING 10 [renewed]
Re: Riverview Hospital Devolution
Intersectoral Labour Adjustment Plan

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

MEMORANDUM OF UNDERSTANDING 12
Re: Joint Advisory Committee

1. There shall be a joint advisory committee which shall consist of ~~two~~ **three** representatives appointed by the Employer and ~~two~~ **three** 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.

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.

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

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

(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. ~~It is the parties' joint interest to:~~ **The parties agree to refer the STIIP issues below to the Joint Union/Employer STIIP Committee created as a pilot project for the duration of the 16th Master.**

(a) ensure appropriate and consistent adjudication of ~~claims for~~ **STIIP claims;**

(b) ensure that requests for additional information on STO2 forms are **processed expeditiously and** limited to instances where the information is objectively incomplete; and

(c) promote opportunities for voluntary rehabilitation initiatives that enable earlier return **to work.**

~~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~~ **the Employer's**

response/position is unacceptable, the Joint Union/Employer STIP Committee will expeditiously address the issue.

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

MEMORANDUM OF UNDERSTANDING 13

Re: Bullying in the Workplace

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

(b) (1) Where a complaint of bullying between peers is brought to the attention of the Employer, **within 30 days of the most recent alleged occurrence**, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to remedy the complaint. **Details of the complaint will be provided to the respondent. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation.** For the purpose of this memorandum of understanding "*peers*" refers to employees who are not in a reporting relationship where one employee is supervised by the other.

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

~~(4)~~ A steward may be utilized to assist members at any point in this procedure.

~~(5)~~ If the disposition of the complaint is still disputed by either employee, the complaint may be referred **within 21 days** to the Public Service Agency ~~or~~ and the Union for resolution by the Bargaining Principals. Their decision regarding the complaint will be **issued within 45 days and will** be final and binding.

~~(6)~~ Any decision or action taken in response to a bullying complaint is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Agreement.

~~(7)~~ Clauses 1.7, 1.8, 1.9 and 32.15 of the Master Agreement do not apply to this process.

This memorandum remains in force and effect for the term of the ~~15th~~ **16th** Master Agreement.

**MEMORANDUM OF UNDERSTANDING 14 [renewed]
Re: Clause 31.12 – Eligibility Requirements for Benefits**

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

**MEMORANDUM OF UNDERSTANDING 16 [renewed]
Re: Auxiliary Employees - STIP**

MEMORANDUM OF UNDERSTANDING 17 [renewed]
Re: Vacation Adjustment for Remote Locations

MEMORANDUM OF AGREEMENT
Re: Interpretation of MOU 18, Clause c(4) and c(6)
Joint Committee for Case Managing and Adjudicating Exclusion Requests

The interpretation of MOU 18, Clauses c(4) and (c)6 and how they relate to one another was recently addressed in the February 29, 2012 exclusion award by Rod Germaine (the "Germaine award"). The parties agree that future interpretations of Clauses c(4) and c(6) shall be guided by the Germaine award and in particular paragraph 25 of the award. We encourage the union and the employer representatives of the MOU 18 Joint Committee to incorporate the above understanding in the committee's terms of reference.

Note: The above MOA will not be published in the Master Agreement

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

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

(a) *Committee Purpose*

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

(b) *Committee Composition*

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

(c) *Committee Procedure*

- (1) The parties will jointly establish terms of reference for use by the Committee.
- (2) All new exclusion requests will be submitted to the Committee. Each submission will include:
 - (a) the official job description with the management compensation framework finalized and a copy of the job description for the position which supervises the applied for position;
 - (b) incumbent name, if applicable;
 - (c) the organization chart for the relevant program;

- (d) Any other information deemed necessary by the Committee such as precedential decisions and access to appropriate supervisory managers who may provide relevant information to the Committee; and
- (3) Where a position paid at a target rate of \$88,343.33 per year (formerly ML6) or higher, the Employer will provide the Union the incumbent's name, if applicable, the job description, a copy of the job description for the position which the excluded position will report to, and organization chart. Should the Union disagree that the position is properly excluded, it may bring it to the Committee for a decision by notifying the Employer within 30 days of receipt of such notification.
- (4) In determining eligibility for exclusion the following factors must be considered:
- (a) Section 11(3) of the *Public Service Labour Relations Act*;
 - (b) Clause 2.1 of the collective agreement;
 - (c) BC Labour Relations Board and arbitration decisions;
 - (d) Similar positions in government; and
 - (e) Previous decisions of the Joint Exclusion Committee.
- (5) The Committee will establish a schedule of meeting dates, monthly or less frequently by mutual agreement, to review and make decisions.
- (6) Decisions of the Joint Committee will be without prejudice to positions either party may take on any position. **Communications between the parties in the committee process leading to previous decisions are privileged and are inadmissible in subsequent committee processes.**
- (7) Where the Employer determines that a particular matter is more properly processed in accordance with Clause 2.1, it will so notify the Union and this memorandum will not apply.
- (8) An included employee who substitutes in an excluded position for a period up to 20 working days shall remain in the bargaining unit for the duration of the temporary assignment. For periods of substitution exceeding 20 working days, an employee shall be temporarily appointed and will be excluded for the entire duration of the appointment period.
- (9) The Chair will issue a precedential decision with a complete but brief written explanation within seven days of the Committee meeting.
- (10) The parties will share equally in all costs associated with the Chairperson and other costs.

**MEMORANDUM OF UNDERSTANDING 19 [renewed]
Re: Seniority for Voluntary Transfer of Auxiliary Employees**

**MEMORANDUM OF UNDERSTANDING 20 [renewed]
Re: Project Employees**

**MEMORANDUM OF UNDERSTANDING 21 [deleted]
Re: Step 3 to the Grievance Procedure**

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

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

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

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

1. Positions identified to receive a TMA may include specialized and/or unique positions that are not part of a larger generic group; or the recruitment challenge can be directly linked to the geographic location of the work.
2. The TMA is not considered as base pay, but is pensionable **and, effective April 1, 2013, is applied to overtime.**
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 ~~15~~ **16th** 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 Appendix A to expire in accordance with #5 above.

*Note 1: For the purposes of this memorandum, references to ministries include all Agencies, Boards and Commissions that are subject to the ~~15~~ **16th** Master Agreement.*

APPENDIX A TO MOU

RE : TEMPORARY MARKET ADJUSTMENTS

Balance of MOU remains unchanged.

**MEMORANDUM OF UNDERSTANDING 24 [renewed]
Re: The Recruitment and Retention of Correctional Officers (R15)
and Child and Youth Mental Health Social Workers (SPO24)**

**MEMORANDUM OF UNDERSTANDING 27 [renewed]
Re: Protocol for Joint Union Management Training Initiatives**

**MEMORANDUM OF UNDERSTANDING 28 [renewed]
Re: Union/Management Joint Training**

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

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 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 Oak Bay Lodge Continuing Care Society, 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 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 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 biweekly 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 increased hours of work schedule;
 - (d) Work assigned/offered must be within the same classification 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 an increased hours of work opportunity or reverting to their part-time position following completion of the additional work assignment shall not be the Employer's responsibility.
 - (g) Employees ~~working a full-time schedule~~ **who have worked an increased hours of work 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~~ **increased hours of work**, and are entitled to benefits pursuant to Appendix 4, will have their STIIP benefit calculated on the basis of the ~~full-time~~ **increased hours of work**. This calculation based upon ~~full-time~~ **increased hours of work** will continue for the duration of the ~~scheduled full-time~~

employment increased hours of work and thereafter revert to a benefit based upon the employee's part-time appointment.

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

MEMORANDUM OF UNDERSTANDING 33 [renewed]
Re: Gainsharing

MEMORANDUM OF UNDERSTANDING 34 [renewed]
Re: Joint Committee for Expedited Classification Appeals

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

Retail Stores:

- (a) The LDB will maintain a minimum of 185 retail stores during the term of the ~~15th~~ 16th Master Agreement.
- (b) Where two retail stores are consolidated into a new Signature Store, the minimum number of retail stores pursuant to (a) above will be reduced by one (1).

Distribution:

- (a) The LDB will continue to operate a province wide distribution system for the term of the ~~15th~~ 16th Master Agreement.

Note: As of the date of this MOU, the LDB has 197 retail stores, 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 [renewed]
Re: Store Closures and Signature Store Openings and Impact on Employees

MEMORANDUM OF UNDERSTANDING 39 [renewed]
Re: Sunday Openings and Store Consolidation Protocol

COMPONENT AGREEMENTS

COMPONENT 1 – CORRECTIONAL & SHERIFF SERVICES

ARTICLE 10 – TRANSPORTATION AND COMMUNICATION

Note: Effective April 1, 2013, the provisions of (a) above will be deleted from the Agreement. However these provisions will continue to apply to all currently eligible employees as of April 1, 2013, for so long as they remain active in the Corrections Branch.

The above note shall be inserted at the end of Article 10. The balance of the article remains unchanged.

Letter
September 27, 2012

Darryl Walker
President

Dear Mr. Walker:

Re: Calculation of Overtime

In recognition of savings which will be achieved by deletion of Article 10 (a) of the Correctional and Sheriff Services Component Agreement, the following change will be made with respect to calculation of overtime:

Effective April 1, 2013, Temporary Market Adjustments (MOU #22) will be included in the calculation of overtime under the Master Agreement.

Bert Phipps
Assistant Deputy Minister

**DEPUTY SHERIFFS ADDENDUM
PART A**

ARTICLE 3 – WORK CLOTHING

3.4 Maintenance of Work Apparel

(a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of: ~~\$26.50 per month effective March 29, 2010; \$25.00 per month effective April 16, 2006; \$25.50 per month effective midnight April 1, 2007; \$26.00 per month effective midnight March 30, 2008; and \$26.50 per month effective midnight March 29, 2009, for such maintenance and repair \$100.00~~

- (1) effective date of ratification: \$27.00 per month; and**
- (2) effective April 1, 2013: \$27.50 per month.**

(b) Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.

COMPONENT 2 – HOSPITAL & ALLIED SERVICES

8.2 Clothing Allowance

The Employer and the Union recognize that Health Care Workers ~~employees~~ working in treatment programs may be required to wear street clothes. In such instances, such employees shall be provided with an annual clothing allowance which shall be paid on a biweekly basis. The annual clothing allowance shall be as follows:

- (1) effective date of ratification: \$240 and**
- (2) effective April 1, 2013: \$245**

8.3 Maintenance of Clothing

(a) Subject to 8.3(b), it shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued and required to be worn by the Employer.

(b) Forensic Security Officers shall be responsible for cleaning, laundering and maintaining uniforms issued and required to be worn by the Employer and shall receive a monthly allowance for doing so on the following basis:

(1)	effective April 16, 2006:	\$25.00;
(2)	effective April 1, 2007:	\$25.50;
(3)	effective March 30, 2008:	\$26.00;
(4)	effective March 29, 2009:	\$26.50.

- (1) **effective date of ratification: \$27.00; and**
- (2) **effective April 1, 2013: \$27.50.**

12.3 Safety Footwear

Regular employees who are required by the Workers' Compensation Board ~~Worksafe BC~~ Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties, **where not provided by the Employer**, shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed as follows:

(a)	effective April 16, 2006:	\$61.00;
(b)	effective April 1, 2007:	\$62.50;
(c)	effective March 30, 2008:	\$64.00;
(d)	effective March 29, 2009:	\$65.50.

- (a) **effective date of ratification: \$133.50 biennially**
- (b) **Such reimbursement may be received only once every two calendar years.**

~~Such reimbursement may be received only once per calendar year.~~ Part-time regular employees shall receive this reimbursement on a pro rata basis.

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

(above note will be published in component agreement)

COMPONENT 5 – RETAIL, STORES & WAREHOUSE

13.3 Safety Footwear

Where employees are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toed footwear in the performance of their regular duties, upon production of a receipt, will be reimbursed ~~every two years~~, on the following basis:

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

Effective ~~March 29, 2009~~ **date of ratification: \$133 133.50 biennially**

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

Effective ~~March 29, 2009~~ **date of ratification: \$65.50 66.75 biennially**

~~Part time regulars shall be prorated.~~

Letter
March 8, 2012

Dear Mr. Vipond

Re: Store Closures – Liquor Distribution Branch (LDB)

This letter will confirm the parties agreement that regular employees impacted by the LDB store closures will be covered by Memorandum of Understanding 1 and Article 13 of the 16th Master Agreement.

Bert Phipps
Assistant Deputy Minister

COMPONENT 6 - SOCIAL, INFORMATION, HEALTH

7.4 Maintenance of Work Apparel

(a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of: ~~\$25.00 per month effective April 16, 2006 2012, \$25.50 \$40.00 per month effective April 1, 2007 2013, \$26.00 per month effective March 30, 2008 2014, and \$26.50 per month effective March 29, 2009~~

- (1) effective date of ratification: \$27.00 per month; and**
- (2) effective April 1, 2013: \$27.50 per month**

for such maintenance and repair.

(b) Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.

APPENDIX 4 Workload

It is in the interest of the Employer and the employees that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with Ministry Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil statutory and other obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Employer.

To assist in achieving the above objectives, the following procedures shall be utilized when an employee is of the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of their work demands. All participants in these procedures will act in a timely and expeditious fashion at each stage. Where the employee is not satisfied with the timeliness of the response at any stage, they may proceed to the next stage.

Stage 1

The employee shall discuss the matter with their direct supervisor and specify what work demands are causing them to be unable to fulfil the statutory and other obligations of their job. The direct supervisor will direct the employee as to the manner in which the employee should proceed in order for the employee to carry out their assigned duties. Within 14 days the supervisor will attempt to resolve the matter.

Stage 2

If after the completion of Stage 1, the employee continues to hold the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of the specified work demands, then the employee will advise their direct supervisor, in writing on the agreed form, of this fact, giving reasons and details of the work demands which give rise to the employee's continuing view that they are unable to fulfil the statutory and other obligations of their job. These details shall include identification of the specific legislative and other provisions which the employee believes they are unable to fulfil.

A designated representative of the Ministry, who is excluded from the bargaining unit, will develop with the supervisor a written direction to the employee within 14 days as to how the employee is to proceed in order for the employee to fulfil statutory and other obligations to a client(s). Responsibility for any consequences of complying with the direction will not rest with the employee. **The designated representative of the ministry shall ensure that** A a copy of the documentation including the written direction will be forwarded to the next level of excluded manager and to the ~~the~~ local ~~the~~ union ~~the~~ chair through the union ~~the~~ area ~~the~~ office.

Stage 3

Should the employee continue to hold the opinion that they are unable to fulfil their statutory and other obligations after the completion of Stage 2, the employee may refer the matter, in writing, to the Article 29 Committee. The Article 29 Committee shall develop process and procedures appropriate to the Ministry context to address the issues, including establishing sub-committees where appropriate. The Article 29 Committee will provide a response within 30 days of the matter being reviewed at the Committee. The employee will be provided with a copy of this response in writing. Responsibility for any consequences of complying with the direction will not rest with the employee.

A copy of the complete documentation regarding the matter will be provided to the Deputy Minister.

This appendix is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master ~~the~~ Collective ~~the~~ Agreement.

COMPONENT 12 – ADMINISTRATIVE SERVICES

10.2 Maintenance of Clothing

(a)(b) maintain current language

(c) Where the Employer has a responsibility in (b) above, the Employer will pay an allowance of ~~\$25 per month, effective April 16, 2006,~~ to the employee where arrangements have not been made for dry cleaning and maintenance of:

- (1) effective date of ratification: **\$27.00; and**
- (2) effective April 1, 2013: **\$27.50**

11.6 Safety Footwear

(a) Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in the amount of ~~\$61~~ **\$133.50 biennially** effective ~~April 16, 2006~~ **date of ratification.**

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

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

(above note will be published in component agreement)

COMPONENT 20 – ENVIRONMENT, TECHNICAL & OPERATIONAL

5.3 Safety Equipment

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

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

(1) safety-toed footwear

(i) ~~effective effective April 16, 2006 up to \$61.00 (\$62.50 effective April 1, 2007; \$64.00 effective March 30, 2008; \$65.50 effective March 29, 2009) date of ratification, up to \$133.50 biennially once per calendar year,~~ upon production of a receipt;

~~(ii) the reimbursement in (a) above is cumulative and doubles over two years but can be claimed only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis. Such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.~~

(2) caulk boots

(i) ~~effective April 16, 2006 up to \$86.00 (\$87.50 effective April 1, 2007; \$89.00 effective March 30, 2008; \$90.50 effective March 29, 2009) date of ratification up to \$185 biennially once per calendar year,~~ upon production of a receipt;

~~(ii) the reimbursement in (a) above is cumulative and doubles over two years but can be claimed only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis. Such reimbursement may be received~~

only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

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

(above note will be published in component agreement)

9.1 Supply of Required Uniforms

(a) The following shall apply to employees in classifications listed in Appendix 3, 4, or 5 except as otherwise noted:

(1) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel. Shirts and washable trousers shall be maintained by the employee in classifications listed in Appendix 3 or 4.

(2) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.

(3) With the exception of existing stocks, all apparel requisitioned or supplied by the Employer shall be union made and shall bear a union label.

(4) All cleaning and laundering to be done by union establishments, where such establishments are available and offer comparable service.

(5) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be dry-cleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as hip waders, overshoes, etc.

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

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

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. ~~Effective April 16, 2006 the Employer will provide an allowance of \$25.00 (\$25.50 effective April 1, 2007; \$26.00 effective March 30, 2008; and \$26.50 effective March 29, 2009; The allowance shall be:~~

(1) effective date of ratification: \$27.00; and

(2) effective April 1, 2013: \$27.50

~~and a further \$5.00 per month increases on each April 1 thereafter, per month where arrangements have not been made for cleaning, laundering and repairing.~~

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

(4) Upon depletion of existing stocks and termination of current contracts, all apparel supplied by the Employer shall be union made where available and shall bear a label so stating.

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

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

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance **effective date of ratification** of ~~\$24.50 \$27.00~~ **25.00** per month **and effective April 1, 2013, \$27.50 25.50 per month** ~~with \$5.00 per month increase on April 1 of each succeeding year,~~ where arrangements have not been made for cleaning, laundering and repairing.

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

9.10 Park Rangers [new]

Park Ranger employees shall be reimbursed \$133.50 biennially for the purchase of footwear needed for the performance of their regular duties upon presentation of a receipt evidencing the purchase of same.

Note: Employees are eligible to first claim this benefit in calendar year 2013.

(above note will be published in component agreement)

ANCILLARY DOCUMENTS – RENEWED/REVISED

MEMORANDUM OF AGREEMENT [new] Re: Joint Union/Employer STIIP Committee

The parties agree to initiate a pilot project for the duration of the 16th Master involving the creation of a Joint Union/Employer STIIP Committee (comprised of two union and two employer representatives) that will meet monthly to informally review and discuss STIIP cases that have been identified by the parties. The Committee and Terms of Reference will be formalized within 30 days of the date of signing of the 16th Master Agreement. This committee can be extended by the mutual agreement of the parties.

It is in the parties' joint interest to:

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

During the term of this pilot project, the Joint Committee members will jointly discuss and develop a process by which the above objectives may be achieved.

Where STIIP benefits have been denied and/or management is not accepting doctor certificates which the Union believes are adequate and meet the criteria for information required consistent with the STO2, Part B Instruction Form, and where in the Union's view the Employer's response/position is unacceptable, the Joint Union/Employer STIIP Committee will expeditiously address the issue.

The pilot project is not intended to circumvent the grievance process outlined in the collective agreement.

MEMORANDUM OF AGREEMENT Re: Agreed to List of Arbitrators

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

Group One	Group Two
John Hall	Emily Burke
Rod Germaine	Robert Diebolt
David McPhillips	Jim Dorsey
Vince Ready	Irene Holden Nicholas Glass
John Steeves	Marguerite Jackson, QC
	Judi Korbin
	John McConchie
	Karen Nordlinger, QC
	Chris Sullivan
	Kate Young

The arbitrator's list will be maintained with gender equity as a guiding principle.

Understanding Respecting the Agreed to List of arbitrators

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

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

Assignment of Arbitrators

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

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

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

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

Policy Grievances

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

This agreement shall remain in full force and effect for the period of the 16th Master Agreement and will continue in effect until a new or amended agreement is reached.

Expedited Arbitrators:

Island	Judi Korbin (Joan McEwen Chris Sullivan when Korbin unavailable)
Lower Mainland	Vince Ready (Chris Sullivan when Ready unavailable)
Southern Interior	Rod Germaine/Robert Pekeles (alternating)
Northern Interior	Robert Pekeles

Hours of Work Umpire: Chris Sullivan/~~Joan McEwen~~

Hours of Work Arbitrator: Agree on case by case basis from Agreed to List

Classification Referee: Formal - John Kinzie
- Vicki Averill

PSJEP Pilot Project Joint Committee: Chair - Robert Pekeles

Clause 1.7 Adjudicator: Agree on case by case basis from Agreed to List

Clause 1.8 Adjudicator: Agree on case by case basis from Agreed to List

Clause 32.15 Panel Chair: Chris Sullivan

MEMORANDUM OF AGREEMENT
Re: Expedited Arbitration Procedure

The Master Agreement between these parties provides as follows:

9.9 Expedited Arbitration

The parties shall meet every four months ~~in 2011 and 2012~~ **during the term of the 16th Master Agreement** or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

Therefore, the parties hereby agree to the following procedure:

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

February/**March** Vancouver Island - Victoria (1 day)
Lower Mainland/Fraser Valley/Southern Interior/North - Burnaby (~~± 3~~ **3** days)
~~All Regions - Adult Corrections - Burnaby (1 day)~~
~~All Regions - LDB - Burnaby (1 day)~~

June Vancouver Island - Victoria (1 day)
~~Lower Mainland/Fraser Valley - Burnaby (1 day)~~
Lower Mainland/Fraser Valley/Southern Interior/North - Burnaby (~~± 3~~ **3** days)
~~All Regions - Adult Corrections - Burnaby (1 day)~~
~~All Regions - LDB - Burnaby (1 day)~~

September Vancouver Island - Victoria (1 Day)

~~Lower Mainland/Fraser Valley - Burnaby (1 day)~~
~~Southern Interior/North (1 day)~~
Lower Mainland/Fraser Valley/Southern Interior/North - Burnaby (~~1~~ **3** days)
~~All Regions - Adult Corrections - Burnaby (1 day)~~
~~All Regions - LDB - Burnaby (1 day)~~

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

April All Regions - LDB - Burnaby (1 day)

November/**December** All Regions - LDB - Burnaby (1 day)

Grievances arising in the Southern Interior and the North may be dealt with by telephone or video conference call.

Two weeks following each Case Management Meeting, the parties shall meet to **as necessary** review files that were presented at the previous Case Management session and their progress.

2. Definitions:

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

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

"*Codes*" will include the following:

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

No later than six weeks prior to each Case Management Meeting, the BCGEU Case Managers/Regional Coordinators will code the Master List and provide the BCPSA with a Short List for their region.

The Short List will include the following information:

- The name and work location of the grievor (or each grievor for *et al* grievances)
- The reference number assigned by the arbitration registrar for each grievance
- The name of the ministry
- The Master or Component Agreement clause on which the grievance primarily rests
- The name of the BCGEU Staff Representative / BCPSA Officer assigned conduct of each grievance

3. The party who bears the onus will provide the other party with a Case Summary at the Case Management Meeting. The Case Summary will include the following (if practical/applicable in the circumstances):

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

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

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

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

5. Hearing dates will be scheduled in advance each fall for the following year to appropriately coincide with Case Management Meetings (but no later than six weeks following), scheduled as follows:

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

6. Arbitrators:

Lower Mainland	Vince Ready (Chris Sullivan when Ready unavailable)
Vancouver Island	Judi Korbin (Jean McEwen Chris Sullivan when Korbin unavailable)
Southern Interior	Rod Germaine/Robert Pেকেles (alternating)

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

MEMORANDUM OF AGREEMENT

Re: Recognition of prior vacation year upon re-employment

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

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

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

2. The provisions of (1) above shall also apply to current regular employees who qualify as outlined in (1) above and have been re-employed as a regular employee prior to the signing of this memorandum of agreement.
3. The enhanced vacation year for employees qualifying pursuant to (1) or (2) above will commence for the 2009 vacation year. For clarity, it is understood that additional vacation entitlement flowing from this memorandum of agreement shall not accrue prior to the 2009 vacation year in any circumstance.
- ~~4. If an eligible employee has not received the employer's notification that their vacation year has been adjusted by April 30, 2009, it is the employee's responsibility to apply to their BC Public Service Agency's Client Services Office (or if BC Public Service Agency is not their Human Resources service provider, their Human Resources Office) prior to June 30, 2009. Applications received after June 30, 2009 will not be considered unless leave has prevented the employee from making application.~~
- ~~5.4.~~ This memorandum of agreement shall terminate upon expiry of the 14th 16th Master Agreement ~~(March 31, 2010)~~, unless renewed by mutual agreement between the parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this agreement shall maintain same.

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

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

5. Commencing January 1, 2008, a regular employee who:
 - (a) has previously qualified for vacation leave as an auxiliary employee pursuant to Clause 31.11(d) of the Master Agreement (ie., completed 1827 hours in 33 pay periods), and, providing seniority has not been lost pursuant to Clause 31.4(a),(b), (c), or (d),
 - (b) subsequently attains regular statuswill have their vacation year as outlined in Clause 18.1(b) increased by one. Excepted as noted in (2) below, this increase of vacation year will be effective in the vacation year immediately following the year in which the employee attains regular status.
6. For clarity, it is understood and agreed that no additional vacation entitlements/costs shall accrue prior to calendar year 2008 and any retroactive recognition prior to 2008 (for future vacation entitlement) applies only to current employees. In this regard, a current regular employee who met the criteria outlined in (a) and (b) above prior to 2008 vacation year, will have their vacation year adjusted for the 2008 vacation year ~~subject to the application procedures outlined in (3) below.~~
- ~~7. If an eligible employee has not received the employer's confirmation that their vacation year has been adjusted by April 30, 2008, it is the employee's responsibility to apply to their BC Public Service Agency's Client Services Office (or if BCPSA is not their Human Resources service provider, their Human Resources Office) prior to June 30, 2008. Applications received after June 30, 2008 will not be considered unless leave has prevented the employee from making application.~~

43. This memorandum of agreement shall terminate upon expiry of the ~~14th~~ 16th Master Agreement (~~March 31, 2010~~), unless renewed by mutual agreement between the parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this agreement shall maintain the adjustment.

Letter

June 8, 2012

Mr. Bert Phipps
Assistant Deputy Minister

Dear Mr. Phipps

Re: Savings Plan for the BC Government

This will confirm the union's support for the twin approaches to obtain savings for purposes of collective bargaining. In particular, we endorse the My Health program presented to us in January in Victoria. It is a confidential, voluntary health assessment tool.

This will also confirm that we support the objectives of LEAN technology to improve efficiency in government through utilization of a quality improvement process which is founded upon direct consultation with front-line workers.

We trust this is the assurance you need from the union to affirm support for these cost-saving measures.

Darryl Walker
President

For the union

Darryl Walker
President & Chair of Committee

Brenda Brown
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

For the employer

Bert Phipps, BCPSA
Assistant Deputy Minister

Brent Merchant, Corrections Branch
Assistant Deputy Minister

Bill Carragher, BCPSA
Director, Labour Relations

Ourania Chrisgian, BCPSA
Director, Employee Relations

John Davison, BCPSA
Director, Labour Relations

Sheldon Staszko
Director, Disability & Rehabilitation

Michael Lancaster
Sr. Labour Relations Specialist, BCPSA

Pratibha Bhatnagar
Research and Policy Analyst, PSEC

Byron Goerz
Environmental, Technical and
Operational Services

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

David Vipond
Director, Negotiations

Darrell Orosz
Fire Centre Manager
Wildfire Management Branch

Catherine Sullivan
Coordinator, Advocacy

Michael Procopio
Executive Director,
Liquor Distribution Branch

Brent Camilleri
Staff Representative, Negotiations

Kimberley Bowman, BCPSA
Division Coordinator, Employee Relations

Margaret Coplin
Administrative Assistant

Deborah Myles, BCPSA
Office Manager, Labour Relations

Dated this 27th day of September, 2012.

cope 378/settlement