

MEMORANDUM OF SETTLEMENT

for the

SEVENTEENTH MAIN AND SUBSIDIARY AGREEMENTS

between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

represented by the

BC PUBLIC SERVICE AGENCY (BCPSA)

and the

PROFESSIONAL EMPLOYEES ASSOCIATION (PEA)

E&OE

The Professional Employees Association (PEA) and the BC Public Service Agency (BCPSA) agree to recommend the following terms of settlement to their respective members/principals for ratification.

ARTICLE 1 – PREAMBLE

1.09 Discrimination and Harassment Under the Human Rights Code

(a) Purpose

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

The parties will continue to review methods of extending knowledge of the *Human Rights Code* within the Public Service and for extending knowledge relating to the *Human Rights Code* to all employees.

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race; colour; ancestry; place of origin; religion; family status; marital status; physical disability; mental disability; sex; age; sexual orientation; political beliefs; **gender identity or expression; Indigenous identity;** and criminal or summary offense unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section ~~8-13~~ of the *Human Rights Code*; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the ~~BC Council of Human Rights~~ **BC Human Rights Tribunal** or to the process specified in the **Employer's Discrimination, Bullying and Harassment in the Workplace** Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8.

(b) Sexual Harassment

Sexual Harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits
- sexual advances with actual or implied work related consequences
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations
- verbal abuse, intimidation, or threats of a sexual nature
- leering, staring or making sexual gestures
- display of pornographic or other sexual materials
- offensive pictures, graffiti, cartoons or sayings
- unwanted physical contact such as touching, patting, pinching, hugging
- physical assault of a sexual nature

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) Procedures

(i) All persons involved in the handling of a complaint under these Procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent groups(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(ii) Before proceeding to the formal complaint mechanism an employee with a complaint of harassment or discrimination may approach supervisory personnel, local representative or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(iii) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within ~~six months~~ one year of the alleged occurrence. The manager will investigate the allegations and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed

resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(iv) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and Ministry of the Respondent
- a description of the action(s), conduct or events of the circumstance involved in the complaint
- the specific remedy sought to satisfy the complaint **which may include steps requested to ensure the safety and wellbeing of the complainant**
- date(s) of incidents
- name(s) of witnesses (if any)
- prior attempts to resolve (if any)

Upon request of the employee, the Union will provide assistance to the employee in the drafting of the complaint in an effort to ensure it provides the listed information.

(v) The Deputy Minister or designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Deputy Minister or such later date as may be mutually agreed by the Ministry and the Union.

(vi) ~~Where the matter is not resolved pursuant to (v), the Union may refer the matter to adjudication~~ **If the proposed resolution or response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to a mutually agreed to arbitrator after receiving the Employer's response. The arbitrator's terms of reference will be** in accordance with the agreed upon ~~discrimination and harassment in the workplace policies and procedures~~ **Discrimination, Bullying and Harassment in the Workplace Policy and Procedures.**

(vii) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance. Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(viii) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the Deputy Minister's decision may be considered as not having been determinative of the complaint.

(ix) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(x) 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.

(xi) The complainant will not be relocated without the complainant's agreement.

ARTICLE 1.10 - Misuse of Managerial/Supervisory Authority and Bullying Between Peers

The parties recognize the right of employees to work in an environment free from misuse of managerial/supervisory authority and bullying. The parties agree there is a need to take responsible action to prevent misuse of managerial/supervisory authority and bullying between peers and whenever they become aware of such behaviour, put a stop to it.

For the purposes of this article, “bullying” refers to:

- Vexatious behaviour by a person, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects a complainant’s ~~dignity~~ **psychological or physical well-being** and that results in a harmful work environment; or
- A single incident by a person that has a lasting harmful effect on the complainant.

For the purposes of this article, “peers” refers to employees who have no managerial or supervisory authority over each other.

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner, which serves no legitimate work purpose, which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority may include bullying as defined above.

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

This clause is not intended to supplant or replace the procedures at Clauses 1.06 and 1.09 of the agreement for dealing with complaints alleging discrimination and harassment under the Human Rights Code or sexual harassment.

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

If an employee does not present a complaint within the prescribed time limits, or if the Executive Director of the Union or their designate does not present a complaint to the next higher level

within the prescribed time limits, the complaint will be deemed to have been abandoned.

*Process for Complaint **Review and or Investigation***

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the most recent alleged occurrence. The Employee is encouraged to seek Union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager **on the designated form. The Employer will provide the Union with a copy of the written complaint within ten days of receipt.**

The written complaint must be filed within 45 days of the most recent alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;
- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

Upon request, the Union will provide assistance to the employee in the drafting of the complaint in an effort to ensure it provides the listed information.

The supervisor/manager will review the written complaint and determine next steps which will be communicated to the employee within 14 days. During this period, the supervisor/manager may take steps to informally resolve the complaint (e.g. Conflict Management Office).

During the 14 day review, and where appropriate, the supervisor/manager may refer the matter for investigation **or review** which will be completed without unreasonable delay and **an outline of the findings of the an investigation or review** and the Employer's response will be reported to the complainant and respondent. The Employer agrees to provide regular updates to the Union at least every 30 days.

The Union will be informed when a complaint is referred for investigation or review. An investigation or review will be performed under the guidelines established by the Public Service Agency.

Upon completion, the complainant and respondent will be provided with the Employer's response which will include an outline of the findings of the investigation or review. The Union will be copied on this correspondence.

The outline of the findings of the investigation or review must be sufficient to allow the complainant and respondent to understand why the Employer investigation or review has reached the conclusions and the process for reaching those conclusions.

Referral to Arbitration

If the Employer's response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to an arbitrator within 30 days from the date of receipt of the Employer's response. The parties will mutually agree to the appointment of an arbitrator.

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

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

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

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

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

The arbitrator shall be seized of any grievances filed which pertain to a complaint filed under this clause.

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

ARTICLE 3 – STANDARDS OF PERFORMANCE, PROFESSIONAL REQUIREMENTS, ETC.

3.05 Membership in Professional and Allied Associations, Etc.

(a) The Union agrees that it is the responsibility of the employee to obtain and maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain professional standing.

Regular employees who have completed their probationary period will be entitled to reimbursement in full of their annual licensing fee, upon application and presentation of a receipt (effective April 1, 2019 ~~2022~~, not to exceed the fee schedule as set on January 1, 2019 ~~2021~~).

(b) Where the Employer requires membership in learned societies or associations, other than those noted in (a) above, the fees or costs of such membership shall be at the expense of the Employer.

(c) Where the Employer agrees that membership in learned societies or associations, not included in (a) or (b) above, is desirable, the fees or costs of such membership shall be shared equally between the Employer and the employee requesting such membership.

ARTICLE 10 – DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION

10.04 Personnel File

An employee, or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), ~~electronic and, if applicable, paper~~ **electronically**. The employee or designate, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). ~~Where files will be sent electronically to an employee, they~~ **Electronic personnel files** will be sent through the government email system, or at the employee's request, to their union designate.

ARTICLE 12 – SERVICE CAREER POLICY

12.09 Postings

- (a) Vacancies of a regular nature that are approved to be filled will be posted within a reasonable period of time. Such postings shall be throughout the Public Service unless limited by the Head of the BC Public Service Agency or their designate.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner. **The posting language may also specify if the position can be done remotely.**
- (b) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of twelve months from the establishment of the list. **Where an eligibility list is established for a position that includes another bargaining unit**

where the maximum length of effectiveness is longer than twelve months, employees will remain on that list for the duration of its effectiveness.

ARTICLE 16 - OVERTIME PROVISIONS FOR REGULAR PART-TIME EMPLOYEES AND AUXILIARY EMPLOYEES

16.06 Types of Overtime and Rates of Compensation

- (a) (i) Overtime on a regularly scheduled work day shall be compensated at the rate of time and one-half for the first two hours and double time thereafter. This overtime compensation is to be on a daily basis and not cumulative.
- (ii) A part-time employee, whose regular work day is shorter than the normal daily hours for a full-time employee and who is required to work in excess of regularly scheduled working hours, shall be compensated at straight-time rate for the hours so worked up to the normal daily hours for a full-time employee, and thereafter at overtime rates as prescribed in (i) above.
- (iii) An employee working flextime shall not be entitled to the overtime compensation prescribed in (i) above until the employee has worked in excess of the agreed averaging period or the maximum daily hours for employees on flextime.
- (iv) A full-time employee, or a part-time employee whose regular work day is of the same duration as for a full-time employee, who is required to work a minimum of two and one-half hours of overtime immediately before or after regularly scheduled daily hours of work, shall be provided with a meal or reimbursed in the amount of ~~\$15.30-effective April 1, 2012~~ **\$15.91-effective April 01, 2022; effective April 1, 2023, TBD; effective April 1, 2024, TBD**. In either case, a meal break of one-half hour shall be given and considered as time worked. If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter. For a part-time employee whose regular work day is shorter than the normal daily hours for a full-time employee, this provision shall not apply until the employee has worked up to two and one-half hours in excess of the normal daily hours for a full-time employee. This meal allowance shall not apply to any employee who is on travel status or who is entitled to field allowance.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 20 – DESIGNATED PAID HOLIDAYS

20.01 Paid Holidays

- (a) The following have been designated as paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, BC Day, Labour Day, **Day of Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day recognized and proclaimed as a provincial, civic or federal holiday for the locality in which an employee is working.
- (b) Regular part-time employees shall be entitled to the aforesaid paid holidays on a pro-rata basis in accordance with Appendix C.
- (c) **Notwithstanding (a) above, should the Government of the Province of British Columbia introduce a statutory holiday to honour Indigenous reconciliation (even if not titled "Day of Truth and Reconciliation") on a date other than September 30, employees shall be entitled to the new Provincial holiday but not the Federal holiday. For clarity, the Federal National Day of Truth and Reconciliation on September 30 would not constitute a paid holiday pursuant to (a) above.**

ARTICLE 24 - SPECIAL AND OTHER LEAVES

24.19 Cultural Leave for Indigenous Employees (NEW)

- (a) **Indigenous employees are entitled to up to two days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**
- (b) **A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.**

24.xx Bereavement Leave

~~(b)~~ **(a)** The Employer will allow an employee reasonable leave of absence with pay for bereavement under the following terms:

- (i) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays. It is understood that the employee has the ability to split the five-day entitlement between the date of death and the date of the funeral.
- (ii) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, **foster child in the care of the employee**, brother, sister, stepsibling, father-in-law, and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is

also considered immediate family.

- (iii) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (iv) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (v) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (i) above, the balance of the bereavement leave as provided in (i) above, if any, may be taken at the time of the ceremonial occasion.

(b) Requests for bereavement leave under (a) will not be unreasonably denied.

24.xx Leave Respecting Domestic or Sexual Violence (NEW)

Where leave from work is required, an employee shall be entitled to up to five days of paid leave at their regular rate of pay, per calendar year if the employee or the employee's child is a victim of domestic or sexual violence. An employee may request further leave under this clause for up to 5 days of unpaid leave and up to 15 weeks of additional unpaid leave, during each calendar year. Notwithstanding Clause 11.03, there will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 30.

ARTICLE 25 – EDUCATION POLICY

25.02 Professional Training and Development

- (a) The parties to this Agreement recognize that there are two types of professional training and development programs, namely:
 - (i) Formal programs - which include credit courses at universities or colleges or through correspondence, leading towards a degree, diploma or certificate.
 - (ii) Informal programs - which include non-credit training and development in the form of seminars, workshops, conferences or portions of conferences with educational content, conventions, symposiums, short courses, correspondence courses and field trips. These programs can include opportunities for an exchange of knowledge and experience with colleagues in the private and public sectors and other programs to keep up-to-date with knowledge and skills in employees' respective fields.
- (b) All training and development must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed in the Public Service. In both instances, the training and development must be directed towards an improvement of skills or knowledge which, in the Employer's opinion, are required or beneficial within the Public Service.

- (c) The Employer agrees to consult with the Union to determine where training and development programs may be inadequate or inappropriate.
- (d) The Employer will meet with employees on an annual basis to discuss career or professional training and development, including any training and development required to maintain a professional licence. Training and development programs can include opportunities outside of British Columbia.
- (e) Where the Employer requires an employee to attend a training and development program, **including training and development for an Employer required professional designation**, the Employer shall bear the full cost of the employee's training and development, and where the program entails leave of absence, such leave of absence shall be with pay. **To be clear, the Employer reserves the right to determine the appropriate venue and means in achieving this training.**
- (f) An employee may request to attend a training and development program which is not required by the Employer. The Employer may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training and development.
- (g) The cost of an employee's training and development, referred to in (e) and (f) above, includes, where applicable:
 - (i) tuition fees,
 - (ii) entrance or registration fees,
 - (iii) course-required books,
 - (iv) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between home and the place of work),
 - (v) necessary subsistence expenses, and/or
 - (vi) other legitimate expenses approved by the Employer.
- (h) In the event that an employee on training and development receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus Employer support shall not exceed:
 - (i) the employee's basic salary for the period of training and development, where leave of absence with pay or with partial pay is involved; and/or
 - (ii) the actual cost of the training and development, where the Employer pays the full cost or shares part of the cost.

Any amount in excess of such combined support shall be refunded to the Employer through deduction of the employee's salary either during or after the employee's training and development period as circumstances require. It shall be the responsibility of the employee to report all sources of outside support to the Employer.

- (i) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training and development shall nullify any obligation of financial assistance by the Employer in connection with the training and development.
- (j) If, after the training and development period, an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Employer in connection with this training and development.
- (k) An employee granted leave of absence with pay or with partial pay for training and development purposes shall sign a statement to the effect that, on completion of the training and development, the employee shall remain in the employ of the Public Service for a period equivalent to three times the length of the training and development leave multiplied by the percentage of basic salary which was received during the training and development. Should the employee resign from the Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro-rata basis, the salary plus, if any, cost incurred by the Employer in connection with this training and development. This article shall only apply to formal training programs in 25.02(a)(i).
- (l) An employee granted leave of absence without pay for training and development purposes shall sign a statement to the effect that, on completion of the training and development, the employee shall remain in the employ of the Public Service for a period equivalent to the length of the training and development leave. Should the employee resign from the Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a prorata basis, the cost, if any, incurred by the Employer in connection with this training and development.

**Consequential amendment: delete MOA #20*

ARTICLE 26 - MATERNITY, PARENTAL AND ADOPTION LEAVE

26.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to thirteen weeks prior to the expected date of birth.
- (d) If an employee is absent because they are not able to perform their full duties within the six weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified

medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.

- (e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

26.02 Parental Leave

- (a) Upon written request an employee shall be entitled to ~~opt for either standard~~ parental leave of up to ~~37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.~~
- (b) Where both parents are employees of the Employer, they shall each qualify for up to **63 consecutive weeks without pay** ~~37 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.~~
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Article shall commence:
 - (i) In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 26.01; or
 - (ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
 - (iii) The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - a. within **78 weeks after the birth of the child(ren) or placement of the adoptive child(ren).** ~~a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave;~~
~~or~~
 - b. ~~within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.~~

Such leave request must be supported by appropriate documentation.

- ~~(e) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.~~

26.03 Benefit Waiting Period

An employee's combined entitlement to leave pursuant to Clause 26.01 and 26.02 is limited to 78 weeks. ~~52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.~~

26.04 Benefit Waiting Period Allowance

- (a) An employee who qualifies for and takes leave pursuant to Clause 26.01 or 26.02 and is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/Parental benefits shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.
- (b) An employee who qualifies for and takes leave pursuant to Clause 26.01 or 26.02 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

26.05 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 26.01, shall be paid a maternity leave allowance in accordance with the **federal** Supplemental Unemployment Benefit (SUB) **Program's maternity benefits provisions**. ~~Plan, as set out in Letter of Understanding #1.~~ In order to receive this allowance, the employee must provide to the Employer proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) **Program**, ~~Plan~~, the maternity leave allowance will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

26.06 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Clause 26.02, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) **Program**. ~~Plan~~. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) **Program**, ~~Plan~~, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference

between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

- (c) Pursuant to the Supplemental Unemployment Benefit (SUB) ~~Program, Plan,~~ for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees, shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.
- (d) Once the standard or extended parental leave weekly top up allowance is set, it will not be changed.

Note: This Parental Leave and Allowance applies to all birth and adoptions that occurred on or after December 31, 2000.

26.07 Pre-Placement Adoption Leave

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

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

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement.

Examples of direct placement adoptions are:

- (i) adoptions by a family member;
- (ii) adoptions by the partner of a birth parent; and
- (iii) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

26.08 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 26.01, 26.02, and 26.07, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- ~~(b) Notwithstanding (a) above, should an employee be deemed to have resigned in~~

~~accordance with Clause 26.09 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this Article, on a pro-rata basis.~~

26.09 Deemed Resignation

An employee shall be deemed to have resigned on the date **following the conclusion of their** ~~upon which~~ leave pursuant to Clauses 26.01, 26.02, or 26.07 ~~commenced~~ unless the employee advised the Employer of the intent to return to work one month prior to the expiration of the leave taken pursuant to Article 26--Maternity, Parental and Pre-Adoption Leave or Clause 24.17 or if the employee does not return to work after having given such advice.

26.10 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clauses 21.01 and 21.04, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 26.01, providing:
 - (i) the employee returns to work for a period of not less than six months; and
 - (ii) the employee has not received parental allowance pursuant to Clause 26.06; and
 - (iii) the employee was employed prior to March 28, 2001.

Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding Clause 21.04, or be paid out by mutual agreement.

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

26.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 26.04, 26.05, 26.06 and/or 26.07, an employee must sign an agreement that the employee will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after returning to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for

the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 26.04, 26.05, 26.06 and/or 26.07 above on a pro-rata basis.

26.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 26.04, 26.05 and/or 26.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

CONSEQUENTIAL AMENDMENT:

**Delete LOU#1 – Supplemental Unemployment Benefit Plan A & B
Expire MOA respecting “Parental Leave”**

*** NEW* ARTICLE 27 - SAFETY AND HEALTH**

27.05 – Communicable Diseases

(a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Employer.

(c) Where a communicable disease policy is established the Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

(d) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

ARTICLE 31 - WORK CLOTHING

- (a) Where the Employer requires an employee to wear a uniform, or special or protective clothing, or special equipment, the Employer shall be responsible for its provision, replacement, cleaning and/or laundering except that washable garments shall be cleaned and/or laundered by the employee.
- (b) Uniforms and special or protective clothing shall be of a quality, style, material and appropriateness which is mutually acceptable to the Employer and to the group of employees concerned.

- (c) In instances where the chattels are of a nature that they cannot be retained by the Employer for use by another employee, the Employer may require the employee concerned to pay some portion of the cost if the employee leaves the position after a short period of employment in that position.
- (d) Regular employees who are required by the Worksafe BC OH&S Regulations or the Employer to wear caulk boots or safety-~~toe~~ footwear shall be entitled to be reimbursed for:
- (i) safety-~~toe~~ footwear: effective **April 1, 2022, \$155.25** biennially upon production of a receipt; effective **April 1, 2023, TBD** biennially upon production of a receipt; and effective **April 1, 2024, TBD** biennially upon production of a receipt; and
 - (ii) caulk boots: effective **April 1, 2022, \$215.17** biennially upon production of a receipt; effective **April 1, 2023, TBD** biennially upon production of a receipt; and effective **April 1, 2024, TBD** biennially upon production of a receipt.

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

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES

32.01 Salaries

Employee salary schedules are included in the Subsidiary Agreement, which shall form part of this Agreement in the form of an addendum (Addendum A).

COMPENSATION INCREASES

Increase rates of pay for salary schedules in Addendum A of the Subsidiary Agreement starting the first pay period after the following dates:

- ~~April 1, 2019 2.0%~~ **April 1, 2022: Increase rates of pay by an average of 3.79%.**
 - **The average increase of 3.79% consists of a \$0.25 per hour increase and a 3.24% GWI to be applied across all rates of pay. The value of the flat \$0.25 per hour equals an approximate increase of 0.55% for the average PEA member.-**
- ~~April 1, 2020 2.0%~~ **April 1, 2023: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%.**

- ~~April 1, 2021 2.0%~~ **April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%.**

Note: Average increase information is an approximation based on data currently available.

ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES

32.06 Travel and Relocation Expenses

- (a) The board and lodging regulations and relocation regulations shall be as outlined in Information Appendix B.
- (b) Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.
- (c) (i) Distance allowance for all kilometres travelled on Employer 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 kilometres, only when the employee is required to have a personal vehicle at work for use in the performance of the employee's duties.

(ii) The following rates shall apply:

Meal Allowances	Effective April 1, 2022	Effective April 1, 2023	Effective April 1, 2024
Breakfast	<u>\$13.26</u>	<u>TBD</u>	<u>TBD</u>
Lunch	<u>\$15.34</u>	<u>TBD</u>	<u>TBD</u>
Dinner	<u>\$26.52</u>	<u>TBD</u>	<u>TBD</u>

Vehicle Allowances

Effective April 1, 2022 **\$0.57 per km**

Effective April 1, 2023 **TBD per km**

Effective April 1, 2024 **TBD per km**

- (d) Notwithstanding the provisions above, the Employer shall revise Information Appendices B and E should such parallel benefits be revised for the majority of unionized employees in the Public Service. Such revisions shall be implemented on the same basis as implemented for the majority of unionized employees in the Public Service.
- (e) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-

minute telephone call home, to or within British Columbia, for each night away.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.14 Special Vacation Transportation Subsidy for Severely Isolated Locations

- (a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependants.
- (b) This subsidy shall be in the amount of ~~\$500~~ **effective April 1, 2022 \$520; April 1, 2023, TBD; April 1, 2024, TBD** and is only payable in the event that the employee actually leaves the isolated area.
- (c) For the purposes of definition under (a) above, the specific locations not exceeding 50 shall be the same as implemented for the majority of unionized employees in the Public Service (see Information Appendix G).

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.15 Occupational First Aid Requirements

- (d) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (e) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

	<u>Effective April 1, 2022</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>
Level 3			
per biweekly period	<u>\$64.01</u>	<u>TBD</u>	<u>TBD</u>

Level 2	<u>Effective April 1, 2022</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>
per biweekly period	<u>\$49.65</u>	<u>TBD</u>	<u>TBD</u>

The allowance shall be pro-rated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

- (f) Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.
- (g) Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 work days in any month, the employee shall receive the full monthly allowance.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.16 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:
 - (i) Employer endorsed education, training and career development activities, or
 - (ii) Employer sponsored activities which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to \$70 ~~\$60~~ per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

32.17 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim the following, except where the lodging is supplied by the Employer: ~~effective April 1, 2019—\$30.60 per day; effective April 1, 2020—\$31.20 per day; and, effective April 1, 2021—\$31.85 per day.~~ **Effective April 1, 2022 \$33.12; effective April 1, 2023 TBD; effective April 1, 2024 TBD.** An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.18 Medical/Dental Travel Allowance

- (a) Employees in areas where adequate medical and dental facilities are not available may have to travel to the nearest medical center to receive medical and dental care for the employee, their spouse, dependent child or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Employees who are on leave as a result of the foregoing circumstances shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of ~~\$1,000 effective April 1, 2019~~ **\$1,040 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024,** per calendar year.-
- (b) 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.
- (c) An employee otherwise entitled to leave pursuant to 24.14 who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.
- (d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.
- (e) Where leave pursuant to 24.14 above would be reduced, the Employer may approve airfare payment for the employee in lieu of the eligible reimbursement amount in (a) above, once per calendar year.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 36 – GENERAL

36.11 Private Vehicle and Personal Property Damage

(a) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to ~~\$612 effective April 1, 2019; up to \$624 effective April 1, 2020; and up to \$636 effective April 1, 2021.~~ **\$661.44 effective April 1, 2022; Effective April 1, 2023 TBD; Effective April 1, 2024 TBD.**

(b) Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of ~~\$161.16, April 1, 2019; \$164.38, April 1, 2020; and \$167.67, April 1, 2021,~~ **\$174.38, April 1, 2022; TBD, April 1, 2023; TBD, April 1, 2024** the replacement costs or personal deductible insurance, provided such personal possession(s) is/are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

ARTICLE 39 – TERM OF AGREEMENT

39.01 Duration

Except where otherwise stated in individual Articles, or elsewhere, this Agreement shall come into effect on the date of the signing, and shall remain in effect until midnight, March 31, ~~2022~~ **2025** and thereafter until a new agreement is reached or until a strike or lockout occurs.

39.06 Expiry Date of the Subsidiary Agreement

All terms and provisions of the Subsidiary Agreement, which is part of this Agreement in the form of an addendum (Addendum A), shall remain in effect until midnight, March 31, ~~2022~~ **2025** and thereafter until a new agreement is reached or until a strike or lockout occurs.

APPENDIX B - EXCLUSIONS

***NEW – ADD TO EXISTING APPENDIX B LIST**

September 6, 2018

Ministry of Forests

Manager, FCI & Integrated Planning

January 23, 2019

Ministry Agriculture and Food
Manager, Policy and Product Development

March 12, 2021
Ministry of Health
Director, Pharmaceutical Care Initiatives

Total Number of Exclusions, 1974 through ~~January 2019~~ **April 2022** 237 **240**

MEMORANDUM OF AGREEMENT #1 - CLASSIFICATION APPEAL PROCEDURE

Renew for the term of the 17th

MEMORANDUM OF AGREEMENT #2 - PRIVATIZATION

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #3 - TEACHERS

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #4 - SAFEGUARDING VULNERABLE PEOPLE

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #5 - TELEWORK

~~The parties agree to establish a Joint Committee comprised of three representatives of the Employer and three representatives of the Union. The purpose of the Joint Committee shall be to monitor the progress of the implementation of Ministry Telework pilot projects.~~

Ministries and employees which participate in such pilot projects telework shall be governed by the following provisions:

(a) For the purposes of ~~these pilot projects~~ **telework**:

TELEWORK is the scheduled performance of work during regular working hours by an employee from a teleworkplace.

OFFICIAL WORKPLACE is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address **in terms of the employee's point of assembly, headquarters or geographic location regardless of where they may work on a particular day.**

TELEWORKPLACE is the location at which the employee and the Employer have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Employer.

- (b)
 - (i) Telework may be initiated by either the employee or the Employer. Participation in any telework arrangement shall be by mutual agreement.
 - (ii) A telework arrangement may be terminated by either the employee or the Employer providing 30 days' written notice to the other party.
- (c)
 - (i) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.
 - (ii) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.
 - (iii) A person who would not otherwise be an employee of the Employer will not become one because they are doing work for the Employer from an off-site location.
- (d) No employee shall telework more than three days a week without mutual consent of all parties.
- (e) Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. ~~A copy of this agreement will be provided to the Union.~~
- (f) **Prior to approving a telework agreement, managers are to:**
 - (i) establish that telework is operationally feasible and it makes sense from an operational perspective, to have the work done at the teleworkplace;**
 - (ii) ensure that services and/or productivity are maintained or improved;**
 - (iii) determine that no additional net costs will be generated and upfront costs can be recouped over a reasonable period;**
 - (iv) establish that the teleworkplace meets all requirements of WorkSafe Occupational Health and Safety Regulations; and,**
 - (v) The Employer is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Employer and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.**
- (g) The employee is responsible to:
 - (i) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;
 - (ii) ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
 - (iii) ensure that equipment and supplies provided by the Employer are used ~~only for the purpose of carrying out the Employer's work~~ **in accordance with the Employer's Appropriate Use Policy and in line with the Standards of Conduct;**

- (iv) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;
- (v) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities.
Telework is not a substitute for dependent care;
- (vi) ensure that joint teleworkplace visits by ministry personnel and union representatives including local occupational health and safety committee members), upon reasonable notice are allowed; and,**
- (vii) pay the costs associated with maintaining the teleworkplace.**

NOTE: The Employer will develop a Telework policy that will include the employee's responsibility to pay the costs associated with maintaining the Teleworkplace.

**MEMORANDUM OF AGREEMENT #6 - RE: DEVOLUTION/TRANSFER OF
MINISTRY OF MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT
PROGRAMS**

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #7 - RE: B.C. MENTAL HEALTH SOCIETY

Renew for the term of the 17th Agreement

**MEMORANDUM OF AGREEMENT #8 - RE: ALTERNATIVE SERVICE DELIVERY
(ASD)**

Renew for the term of the 17th Agreement

**MEMORANDUM OF AGREEMENT #9 - RE: EARLY RETIREMENT INCENTIVE
PLAN AND VOLUNTARY DEPARTURE PROGRAM FOR PRIVATIZATION**

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #10 – RE: EMPLOYMENT SECURITY

1. During the term of this Memorandum of Agreement the Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in the PEA bargaining unit outlined in Section 4(b) of the Public Service Labour Relations Act who has regular status as of April 1, 2019~~2022~~. Such employees are grand-parented with the provisions of this memorandum.

NOTE: The parties agree that where an employee is salary protected due to workforce adjustment and a future workforce adjustment becomes necessary, “comparable” shall be based on four grid levels below the employee’s current protected salary.

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. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment (and following the application of Clause 37.01), it is agreed that:
 - (a) A regular employee with less than 3 years service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
 - (b) A regular employee with 3 or more years service seniority who refuses an offer of continued employment at the same classification level and same geographic location will be deemed to have resigned.
 - (c) A regular employee with 3 or more years service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) in the same geographic location, will be deemed to have resigned with applicable severance pay.
 - (d) A regular employee with 3 or more years service seniority who refuses two job offers in a different geographic location or with a comparable pay range will be deemed to have resigned with applicable severance pay.

Where a regular employee with three or more years' service seniority refuses one job offer in their same geographic location pursuant to (c) above or refuses their final job offer pursuant to (d) above in their same geographic location, the number of weeks of severance pay shall be reduced by an amount equivalent to the number of weeks the employee has remained on pay after expiry of the six week notice period in 37.03(a).

5. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 37.
6. Greater than 3 year regulars are entitled to displace less than 3 year regulars pursuant to Article 37. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this Memorandum and Clause 37.03 shall apply. Less than 3 year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
7. Regular employees with more than three years service seniority who are placed pursuant to this Memorandum shall have their salary protected pursuant to Clause 32.12 of the Main Agreement.

8. It is understood that if an employee is impacted in subsequent layoffs/workforce adjustment within a three year period that their original headquarters remains the same unless they have relocated. An employee intending to rely on this provision must advise the employer within 30 days of receiving a job offer.
9. The Chairperson of the Article 37 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 Agreement after the Parties have reviewed and attempted to resolve the dispute.
10. The provisions of Article 37 shall be subject to the provisions of this Memorandum of Agreement.
11. This Memorandum remains in force and effect for the term of the ~~16th~~ **17th** Main and Subsidiary Agreement

MEMORANDUM OF AGREEMENT #11 – RE: RECRUITMENT AND RETENTION 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.

Recruitment and retention adjustments(s) (RRA) subject to this Memorandum are guided by the following:

1. Positions identified to receive a RRA 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 RRA is not considered as base pay, but is pensionable.
3. An eligible employee in receipt of salary protection pursuant to Clause 32.12 will have the RRA 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 RRA will continue to receive the RRA 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 RRA is subject to mutual agreement between the Bargaining Principals and expires the day preceding the expiry of the ~~15th~~ **17th** ~~Master~~ **Main** and Subsidiary Agreements except that the Employer may terminate the payment of any RRA with 60 days' notice to the Union. Except as provided in #4 above, payment of the RRA will cease on the expiry or termination date.

The parties agree to recruitment and retention adjustments as per the attached Appendix A to expire in accordance with #5 above.

Note: For the purposes of this Memorandum, references to Ministries include all Agencies, Boards and Commissions that are subject to the ~~Sixteenth~~ **Seventeenth** Main and Subsidiary Agreements.

Consequential Amendment (Housekeeping):

**APPENDIX A to MOA #11
Re: Recruitment and Retention Adjustments**

Position / Classification	RRA %
LSO 3 Engineer (DPE)	5.5% 6.5%
Effective April 1, 2019	6.0%
Effective April 1, 2020	6.5%
LSO 4 Engineer (DPE)	5.5% 6.5%
Effective April 1, 2019	6.0%
Effective April 1, 2020	6.5%
LSO 5 Engineer (DPE)	5.5% 6.5%
Effective April 1, 2019	6.0%
Effective April 1, 2020	6.5%
LSO 3 Petroleum Engineer - EMPR EMLI (DPE)	40%*
LSO 4 Petroleum Engineer - EMPR EMLI (DPE)	40%*
LSO 5 Petroleum Engineer - EMPR EMLI (DPE)	40%*
LSO 3 Petroleum Geologist Geoscientist - EMPR EMLI (DPG)	7.0%
LSO 4 Petroleum Geologist Geoscientist - EMPR EMLI (DPG)	7.0%
LSO 5 Petroleum Geologist Geoscientist - EMPR EMLI (DPG)	7.0%
LSO 3 Geologist Geoscientist Effective April 1, 2021	3.0%
LSO 4 Geologist Geoscientist Effective April 1, 2021	3.0%

LSO 5 Geologist Geoscientist Effective April 1, 2021	3.0%
Pharmacist 2	3.0%
Pharmacist 3	3.0%
Pharmacist 4	3.0%
Pharmacist 5 Effective May 1, 2020	3.0%

* up to 40%, applied consistently

MEMORANDUM OF AGREEMENT # 12 - RE: EARLY RETIREMENT INCENTIVE PLAN – FOR LTD EMPLOYEES

A. Early Retirement Incentive Plan (ERIP)

1. An Early Retirement Incentive Plan will be developed and offered to employees who:
 - (a) are in receipt of long-term disability benefits, under the Totally Disabled Any Occupation provision;
 - (b) are at least 55 years of age at the time of the offering;
 - (c) have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,
 - (d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.

2. For employees meeting the above criteria and subject to the Employer’s approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employees salary as at the date of disability. ~~The ERIP payment may be used as pre-retirement leave.~~ Benefits under this provision shall not exceed the time that would be required to reach the employee’s maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.

3. Employees who receive the ERIP will not be eligible for benefits from Article 32.09 Retirement Allowance and Pre-Retirement Leave.

4. The Employer will consult with the Union with respect to timing and duration of the program.

5. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public

Service Pension Plan.

B. *Miscellaneous*

1. ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.
2. The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that their application for retirement is being processed.
3. The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Information Appendix A, Section 2.08 (b) *Cessation of Benefits*.
4. The Employer will notify the Union of employees who have been offered ERIP.
5. This Memorandum shall remain in effect during the term of the 17th ~~16th~~ Main Agreement.

MEMORANDUM OF AGREEMENT #13 - RE: GAINSHARING

Renew for the term of the 17th Agreement

MEMORANDUM OF AGREEMENT #14 - RE: THE APPLICATION OF MAIN AGREEMENT ARTICLE 37.02 AND MAIN AGREEMENT ARTICLE 22

Renew for the term of the 17th Agreement

**MEMORANDUM OF AGREEMENT #15
RE: Clause 36.07 / MOA #2 (Privatization) / MOA #8 (ASD)**

Renew for the term of the 17th Agreement

**MEMORANDUM OF AGREEMENT #16
RE: VACATION ADJUSTMENTS FOR RECRUITMENT AND RETENTION**

Renew for the term of the 17th Agreement

**MEMORANDUM OF AGREEMENT #17
RE: MARKET COMPENSATION SURVEYS**

Renew for the term of the 17th Agreement

MEMORANDA OF AGREEMENT #18
Re: Mental Health

The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace and, as such, will continue to adhere to all applicable statutes, policies, guidelines, and regulations pertaining to the promotion of mental health. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program. **The Parties recognize that an integrated approach where employees and the respective ministries share the responsibility for workplace mental health is essential.**

Accordingly, the ~~The Employer and Union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace through~~ **take steps to adopt 2013 Psychological Health and Safety in the Workplace (CSA-Z1003-13), an ongoing process of continual improvement. Ministry leadership teams will be provided an orientation to The Standard. During the term of the 17th Agreement an evaluation of ministry progress toward The Standard and an inventory of adoption and innovations toward The Standard, as well as the leadership team orientation materials, will be provided to the Joint Standing Committee (Article 34).** The Employer will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.

This memorandum remains in force and effect for the term of the 17th Agreement.

MEMORANDUM OF AGREEMENT #19
RE: DUAL POSTINGS

Renew for the term of the 17th Agreement

MEMORANDUM OF UNDERSTANDING (NEW)
RE: COST OF LIVING ADJUSTMENTS

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in **Addendum A** of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC

Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

MEMORANDUM OF AGREEMENT (NEW)
Re: Limited Licenses Pilot

Effective April 1, 2023, the Employer will have the option to hire into various LSO 2 and LSO 3 positions with limited professional licenses, provided the employee can meet the full expectations of the role. This is a pilot for the duration of the 17th PEA Main Agreement and subject to renewal or made permanent by the parties.

NOTE: Temporary changes to the Licensed Science Officer Classification Plan are as follows:

Pg. 4 under Inclusions.

Consistent with Section 4(b) of The Public Service Labour Relations Act, this evaluation plan covers only those positions whose duties and responsibilities necessitate membership with: ~~either~~

fully registered or licensed status,
 OR
 pre-licensed, in-training, or articling status,
OR
limited license status

in one of the “designated professional associations” listed in the Table on the following page.

Make changes to the chart on pg. 5 ‘Designated Professional Associations’ as follows:

DESIGNATED PROFESSIONAL ASSOCIATIONS

Designated Professional Association	Governing Legislation	Professional Discipline Governed	Representative Specialized Fields	Applicable Membership Status and Designation
BC Institute of Agrologists	Agrologists Act <u>Professional Governance Act</u>	Agrology	Agricultural economics Apiculture Entomology Forest agrology Horticulture	(a) registered member (Professional Agrologist) or (b) agrologist-in-training or

			Pedology Plant pathology	<u>(c) agrologist with limited license</u>
Architectural Institute of BC	Architectural Profession Act <u>Professional Governance Act</u>	Architecture		(a) registered member (Registered Architect) or (b) student under articles
Association of Professional Engineers and Geo-scientists of BC	Engineers and Geoscientists Act <u>Professional Governance Act</u>	Engineering and Geoscience	Aeronautical engineer Civil engineer Chemical engineer Electrical engineer Geological engineer Marine engineer Mechanical engineer Metallurgical engineer Structural engineer Geoscientist	(a) registered member (Professional Engineer or Geoscientist) or (b) engineer-in-training (EIT) or geoscientist-in-training (GIT) <u>or (c) professional licensee for engineering or geoscience (P.L.Eng and P.L.Geo)</u>
Association of BC Professional Foresters <u>Forest Professionals</u>	BC Professional Foresters Act <u>Professional Governance Act</u>	Forestry	Silviculture Timber management	(a) registered member (Professional Forester or Registered Professional Forester) or (b) forester-in-training <u>or (c) forester with limited license</u>
Corporation of BC Land Surveyors	Land Surveyors Act <u>Professional Governance Act</u>	Land surveying		Member (British Columbia Land Surveyor)

MEMORANDUM OF AGREEMENT (NEW)
Re: Under-Implementation Pilot

The parties agree that recruitment and retention of qualified professional employees within the Public Service is an important issue. Therefore, the parties agree to a pilot where the Employer will have the option to hire employees on an under-implemented basis into PEA classifications as defined by the BC Public Service Labour Relations Act. This is a pilot for the duration of the 17th PEA Main Agreement and subject to renewal or made permanent by the parties.

Effective April 1, 2023, the Employer will have the option to hire into Licensed Science Officer Levels 2 to 4 on an under-implemented basis for those candidates who have not achieved full professional registration in the relevant discipline and/or candidates who are not yet immediately eligible upon application for full professional registration in the relevant discipline.

The under-implemented salary for the LSOs will be at 90% of the full working level.

NOTE: The following temporary changes will be made to the Licensed Science Officer Classification Plan as follows:

Pg. 35 under Under-Implementation Procedures

All positions evaluated within Level Two, **Level Three or Level Four** of the Licensed Science Officer Evaluation Plan will be capable of being **under-implemented** positions at the Employer's discretion **at LSO 1**. ~~Such positions will be regarded as "LSO 1/LSO 2" positions thus permitting~~ **This will permit** the appointment of the following types of candidates at the ~~LSO 1,~~ **LSO 2, LSO 3 or LSO 4** levels:

- candidates who have not achieved full professional registration in the relevant discipline, and
- candidates who are not yet immediately eligible upon application for full professional registration in the relevant discipline

These terms apply regardless of whether the candidate's status immediately prior to appointment was regular or auxiliary, in service or out of service.

This policy does not apply to land surveyors, **Designated Professional Engineers (DPE)**, or architects.

Appointment at the LSO 1 level does not apply in cases of unregistered candidates who are immediately eligible upon application for full professional registration in BC in their particular professional discipline. However, in the case of a candidate seeking registration into the forestry profession in BC, appointment at the LSO 1 level does apply if the candidate lacks the required years of experience to write the Association of BC Professional Foresters' registration exam on the date that exam was most recently held.

As a condition of **under-implementation**, an employee receiving an LSO 1 pay rate in an LSO 2, **LSO 3 or LSO 4** position is not to be expected to perform at as high a level of professional competence as he/she **the employee** will be expected to perform after attaining full professional registration, in that:

- the employee receives a greater amount and/or degree of supervision than would normally be associated with the position and the employee is informed of this, and/or
- some of the duties of the position are removed and the employee is informed of this.
- **It is a requirement of employment into Licensed Science Officer positions, that the employee continues to pursue and achieve professional registration (full registration or limited license) as per employer established requirements of the job, and as required in British Columbia, in accordance with the under-implementation plan established at the time of hire.**

Re: Psychologists

Effective April 1, 2023, the Employer will have the option to hire Psychologists into Licensed Psychologist 5 (A&B) and Licensed Psychologist 6 (A&B) positions individuals who have completed their doctorate as a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.

The under-implemented salary for the LPs will be at 92% of the full working level.

Note: The following temporary change to the Licensed Psychologist Classification Plan Job Evaluation Standards as follows as the association does not allow for psychological associates any longer:

***Additional Update to Classification Plan**

Make changes to the Application Guideline:

New bullet 3., and following bullets will be updated to match the sequence.

3. It is a requirement of employment into the Psychologist positions that the employee continues to pursue and achieve full professional registration as required in British Columbia, in accordance with the under-implementation plan established at the time of hire.

Note: The following permanent changes to the Licensed Psychologist Classification Plan Job Evaluation Standards are not a result of the under-implementation pilot but is a permanent change because the association does not allow for psychological associates any longer:

Licensed Psychologist 5A Job Evaluation Standard

Positions at this level are primarily engaged in rendering psychological services under general direction, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.**

Licensed Psychologist 5B Job Evaluation Standard

Sole Licensed Psychologist

Positions at this level are the only provider of psychological services in a geographic location/work unit, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.** The position collaborates closely with other multi-disciplinary work teams and provides clinical oversight on all psychological matters.

OR

Assistant Team Lead

Positions at this level report to a senior bargaining unit supervisor (the senior bargaining unit supervisor has multiple direct reports and a minimum of 10 full-time professional staff reporting within the structure), **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.** The Assistant Team Lead provides clinical and administrative supervision to a work team of professional staff; functions as the primary therapist for a small number of severe/complex clinical cases; and leads components of community development and program development.

Licensed Psychologist 6A Job Evaluation Standard

Team Lead

Positions at this level report to an excluded manager, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.** The position manages a work unit, provides clinical and administrative supervision to a team of professional staff; conducts long-term planning for the delivery of psychological services at the community level; and leads program development. Develops, implements and evaluates the operations of the work unit such as intake management, case management, crisis intervention, service quality, and specialty programs. Manages the financial and human resources of the work unit. Develops processes for community consultation and negotiates partnerships for program development. Provides consultative services to community organizations such as school districts, correctional institutes, mental health associations, welfare agencies or other service partners. Provides psychological services for a small number of severe/complex clinical cases.

OR

Forensic Psychologist

Positions at this level are primarily engaged in rendering forensic psychological services under general direction, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.** Applies knowledge of human behaviour to the assessment, diagnosis and/or treatment of individuals within the context of criminal and/or legal matters. Understands relationships between psychological factors and criminal behaviours, determines fitness to stand trial and issues related to mental status and criminal responsibility. Conducts court-ordered or court-related psychological assessments and provides testimony as an expert witness.

Licensed Psychologist 6B Job Evaluation Standard

Team Lead (Large Scope)

Positions at this level report to an excluded manager, have multiple direct reports, a minimum of 10 full-time professional staff reporting within the structure, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.** The position manages a work unit, provides clinical and administrative supervision to a large team of professional staff; conducts long-term planning for the delivery of psychological services at the community level; and leads program development. Develops, implements and evaluates the operations of the work unit such as intake management, case management, crisis intervention, service quality, and specialty programs. Manages the financial and human resources of the work unit. Develops processes for community consultation and negotiates partnerships for program development. Provides consultative services to community organizations such as school districts, correctional institutes, mental health associations, welfare agencies or other service partners. Provides psychological services for a small number of severe/complex clinical cases.

OR

Manager of Psychological Services

Positions at this level function as a manager or senior coordinator of psychological services in one of the following situations, **who have a Ph.D in Psychology or a Psy.D, and are registered as an applicant with the College of Psychologists of BC.**

AD HOC MEMORANDA OF AGREEMENT - (Outside the Agreement)

Renew the following for the term of the 17th Master Agreement (to remain outside collective agreement):

MOA dated January 7, 2008 respecting - “Vacation for Benefited Auxiliary Employees upon Attaining Regular Status”.

ADDENDUM A – SUBSIDIARY AGREEMENT

Salary Grid Adjustment

- April 01, 2022 - \$815 annual added to top steps of A and B Grids
- April 01, 2023 - \$270 annual added to top steps of A and B Grids
- April 01, 2024- \$535 annual added to top steps of A and B Grids

All new salary grid adjustments, as described above, would become available starting the first pay period after the dates noted.

PUBLIC SECTOR WAGE INCREASES LETTER OF AGREEMENT

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 17th PEA Main Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example, purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.

5. This Letter of Agreement will be effective during the term of the 17th PEA Main Agreement.

LETTER OF COMMITMENT

October 27, 2022
Melissa Moroz
Labour Relations Officer
Professional Employees Association

Dear Ms. Moroz:

Re: Professional Reliance Task Force

Considering the recently introduced Professional Governance Act, the Parties agree that the previously established Professional Reliance Review continues to provide a forum to bring forward and its recommendations **that are consistent with** part of government's broader goals and mandate commitments for natural resource management. The Union and the Employer agree there is value of having discussions regarding the **PGA** implementation **and make** of the recommendations **regarding** and its impact on employees.

Recognizing this, the parties agree to ~~form a~~ **continue the Joint** Task Force to work collaboratively on these issues of common interest. Consultation and collaboration have long been the foundation of good union-management relations and this **Joint** Task Force intends to build upon that strong foundation of trust and cooperation.

The following terms of reference will be used to guide the **Joint** Task Force with the understanding that the parties can mutually agree to establish additional terms of reference.

TERMS OF REFERENCE

Scope and Purpose

The purpose of the **Joint** Task Force is to ensure meaningful engagement between the Employer and PEA members to explore options and find approaches that would be a benefit to both the Union and the Employer. Meaningful engagement includes a respectful dialogue between the parties that recognizes the expertise and role of the Employer and employees. The Task Force may determine it is desirable to seek input from subject matter experts, including PEA employees, and include them in ongoing dialogue and involvement in the process as appropriate.

The **Joint** Task Force will engage in meaningful discussion and information sharing regarding the various Professional Reliance Review recommendations which are directly related to the use of qualified professionals within the public service. The **Joint** Task Force may discuss the following topics:

- Right to title and practice
- Ministry staffing levels
- Availability of resource information
- Government as a Knowledgeable Owner

Membership and Engagement

The composition of the **Joint** Task Force will consist of not more than five representatives from each party.

The Employer representatives will include an ADM, who will chair the **Joint** Task Force, and **at least one** ~~up to three~~ additional representatives from natural resource sector ministries and a representative from the Public Service Agency. The representatives from natural resource sector ministries may rotate attendance depending upon the specific topics to be discussed as identified on the agenda.

Meeting Framework and Frequency

The Joint Task Force will meet by the end of February 2023 to discuss the recommendations prepared by the PEA-side of the Joint Task Force (The Recommendations Report, dated December 2, 2022).

~~The Task Force will meet three times per year at a mutually agreeable time and place. The parties will together develop an agenda in advance of the meeting to allow the parties to select the appropriate representatives to attend.~~

~~The agenda will include updates on ministries' actions to address recommendation and provide an opportunity for discussion.~~

Outcome

The Employer-side of the Joint Task Force will engage with the PEA-side Professional Reliance Joint Task Force regarding its 'recommendation report' (dated December 2, 2021). Engagement will may include discussion on additional or alternate recommendations, support for PEA recommendations, and implementation of actions consistent with the recommendations. Engagement may include other topics as mutually agreed by members of the Joint Task Force.

~~The Task Force will prepare a joint final report by December 31, 2020 for government consideration, which documents the options and considerations for addressing the Professional Reliance Review recommendations.~~

~~The Task Force will keep a record of discussions and options identified at the end of each meeting and provide to government for consideration.~~

This letter of commitment and duration of the **Joint** Task Force expires at the completion of the ~~joint final report and no later than the end of the 16th~~ 17th Main Agreement.

Sincerely,

Korina Tsui

Executive Director, Labour Relations and Total Compensation
BC Public Service Agency

LETTER: Joint Classification and Evaluation Plan Meetings

October 27, 2022

Melissa Moroz
Professional Employees Association

Dear Melissa Moroz:

Re: Joint Classification and Evaluation Plan Meetings

During the term of the 17th Main Agreement the Parties agree to meet to explore the professional classification plans. The Parties understand that each side may apply their own resources including engaging consultants to study these issues. The committee may discuss all related issues in order to better understand the other parties concerns of the current classification plans.

The joint committee will also be responsible for:

- **Monitoring and recommending changes to the classification and evaluation plans based on the under-implementation pilots**
- **Monitoring and recommending changes to the classification and evaluation plans based on the limited license pilot**

The meetings will be comprised of at least three and no more than five representatives from each side.

This letter expires at the conclusion of the 17th Main Agreement.

Sincerely,

Korina Tsui
Executive Director, Labour Relations, and Total Compensation
BC Public Service Agency

LETTER OF COMMITMENT

October 27, 2022

Melissa Moroz
Labour Relations Officer
Professional Employees Association

Dear Ms. Moroz:

Re: Article 2.03 Exclusions

The parties have agreed to renew the pilot project regarding changes to the exclusion approval process. The renewal of the pilot project is for the term of the 17th Main Agreement and, unless agreed to by the parties, the process will revert to the process set out in the 16th Main agreement.

2.03 Exclusions

(a) The parties agree that the Employer shall retain the current exclusions as listed in Appendix B to this Agreement together with such exclusions as may be decided pursuant to Clause 2.03**(b-f)** of this Agreement.

(b) During the life of this Agreement the Employer will restrict applications for any further exclusions to either new positions or to positions which undergo significant changes in job content or responsibility. Additional exclusions shall be based on the criteria outlined in Section 11 of the *Public Service Labour Relations Act* or on such other criteria as may be agreed to by the parties and shall be added to the list in Appendix B.

(c) All new exclusion applications will be submitted to the Union and include the following:

- (i) job description with the management compensation framework finalized;**
- (ii) a copy of the job description for the position which supervises the applied for position;**
- (iii) incumbent name, if applicable;**
- (iv) organization chart for the relevant program;**
- (v) clear statement as to the legal basis or reason for exclusion; and**
- (vi) any other information deemed necessary.**

~~(e)~~**(d)** Where no response to any new application by the Employer pursuant to ~~(b)~~**(c)** above is received within 40 days the Union shall be deemed to have agreed with such application.

~~(d)~~**(e)** Where the parties are unable to agree pursuant to ~~(b)~~**(c)** above, and where ~~(e)~~**(d)** above does not apply, **the Union shall provide the reasoning for how the position fails to meet the exclusion eligibility requirement and** the matter may be referred by either party for resolution as provided under Section 11(2) of the *Public Service Labour Relations Act*.

(f) The Employer may post and fill up to eight (8) new positions classified at Band level 4, 5 or 6. However, if the Union refers any of these to resolution pursuant to (e) and the adjudicator finds that the position is not properly excluded from the Union, the Employer will pay two times the Union dues from the time the position was encumbered and until the current incumbent exits the position, at which time the position will be returned to the bargaining unit. In the event that there are a total of three (3) encumbered positions in which an adjudicator finds that the position is not properly excluded from the Union, the

Employer will follow the process set out in (c) – (e) for all remaining exclusion requests for the term of the agreement.

(g) Notwithstanding (f) above, the Employer may at any time choose not to use the process described in (f) but may instead choose to follow the process set out in (c) – (e).

(h) The employer may create temporary duplicates of deemed Succession Priority positions as confirmed by the Public Service Agency and fill those on a temporary basis for up to one year to allow for succession management and knowledge transfer.

(i) The Parties agree that if, prior to March 31, 2025, the Management Classification and Compensation Framework changes such that the classification levels defined in this process are substantially modified, the Parties will meet to determine what the equivalent classification levels should be. For clarity, substantial modifications would include the addition of new Band levels or the deletion of any Band levels. If the Parties cannot determine what the equivalent classification levels are within 60 days, either Party may refer the matter to an independent arbitrator for a binding decision. The Parties may also mutually agree to extend the 60-day timeline.

It is our expectation that this pilot project will benefit both parties and result in a more efficient exclusion approval process that will enhance service delivery. The intent is not to increase the number of referrals to an adjudicator or to post and fill Band level 4, 5 or 6 positions where such exclusions are not based on the criteria outlined in Section 11 of the *Public Service Labour Relations Act*. The parties agree that if either party has any such concerns about the application of the new processes in this pilot project they will meet and try to resolve such concerns.

Sincerely,

Korina Tsui

Executive Director, Labour Relations and Total Compensation, BCPSA

Letter of Commitment

October 26, 2022

Melissa Moroz

Labour Relations Officer, PEA

Re: Flexible Work

This letter is to confirm the Parties shared understandings on Flexible Work. The Parties have a longstanding shared commitment that flexible work arrangements are voluntary and require the mutual agreement of the employee and supervisor. Further, flexible work is not an entitlement nor a term of employment.

These work arrangements are sometimes referred to as remote work, working from home, telecommuting, and teleworking. It is a style of work that lets employees do their job from locations other than a standard office. While the Parties have had existing language in collective agreements for many years, recent societal and technological developments have heightened the interest in this issue for employers and employees.

In order to better understand this workplace change, the Bargaining principals or their delegate from the PEA and Public Service Agency will meet once per year or as mutually agreed during the term of the 17th Main Agreement to review regular reports, which will include the number of telework agreements by ministry, the average number of days those employees work virtually, and other relevant information as may be readily available.

Sincerely,

Korina Tsui
Executive Director, Labour Relations & Total Compensation
BC Public Service Agency

Letter of Commitment

October 26, 2022

Melissa Moroz
Labour Relations Officer
Professional Employees Association

Dear Ms. Moroz

Re: APPENDIX D - SENIORITY BLOCKS

The parties agree to review and revise seniority blocks in Appendix D in order to update lists. To be completed by January 31, 2023.

Note:

Seniority blocks are referenced in the following sections of the collective agreement:

- 12.05 Relocations
- 35.11 Layoff and Recall
- 37.02 Layoff--Less Than Three Years Service Seniority
- 37.03 Layoff--Three or More Years of Service Seniority

Sincerely,
Korina Tsui
Executive Director, Labour Relations and Total Compensation, BCPSA

Letter

April 13, 2022

Ms. Melissa Moroz
Labour Relations Officer
Professional Employees Association

Dear Ms Moroz:

Re: Archived Vacation

The PEA 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, resignation or retirement. 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 pay-out (no partial pay-outs) of their archived vacation bank on a without prejudice, without precedence basis.
- This would include archived vacation, up to and including the 2021 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2022.
- Once an employee has logged in and authenticated, they will be presented with their respective balance and yes/no option which will create a payroll transaction line once there is a commitment to a year (for a full pay-out of an archived vacation).
- The value of the pay-out for each employee will be taxed at source. No options will be given for tax sheltering. Pay-outs will be processed by December 23, 2022.

Yours truly

Korina Tsui
Executive Director, Labour Relations & Total Compensation

** The dates listed above may be subject to change dependent on any number of factors including disruptions or pauses to the bargaining timelines initially agreed to by the parties. The Employer agrees to consult with the PEA prior to finalizing any changes to the dates.

HOUSEKEEPING

LETTERS OF UNDERSTANDING #2

Letter of Understanding #2 Re: Auxiliary Employees STIIP is now renumbered as #1 as a matter of housekeeping.

Delete: **Article 21.02 New Employees**

****HOUSEKEEPING ADDENDUM – The following information is included in the Memorandum of Settlement for the 17th PEA Main and Subsidiary Agreements as a Housekeeping Addendum for informational purposes.**

LINKED CLAUSES

For the term of the 17th PEA Main Agreement, the Parties acknowledge that there are a number of benefits and allowances set out in the PEA Main and Subsidiary Agreements that are linked to equivalent benefits and allowances applicable to the majority of unionized employees in the Public Service. Accordingly, adjustments to benefits and allowances shall be on the same basis as may be implemented for the majority of unionized employees in the public service.

For informational purposes, a summary listing of linked benefits and allowances is as follows:

PEA CLAUSE	TOPIC	BCGEU CLAUSE
22 Information Appendix A	STIIP/LTD	Appendix 4
30.09 (c); Information Appendix F (30.04(c))	Health and Welfare	25
32.06 (d) Information Appendix B & E	Travel & Relocation, Meals/Mileage	27.8/9 & MOU #3
32.07 (a) Information Appendix C	Isolation Allowance	27.10/Appendix 8
32.14 (c) only Information Appendix G (locations only)	Special Vacation Transportation Subsidy	Appendix 6
35.06 (a) Information Appendix D	Auxiliary Health & Welfare	31.7

SUMMARY OF CHANGES FOR THE 17TH MAIN AND SUBSIDIARY AGREEMENTS

Note: If there is a discrepancy in the following summary below, the benefit or allowance will be set at the rate applicable to the majority of unionized employees in the public service as per the PEA collective agreement.

INFORMATION APPENDIX A Short-Term Illness and Injury and Long-Term Disability

PART 1 SHORT TERM ILLNESS AN INJURY PLAN

1.01 Eligibility and Entitlement

- (a) All employees (auxiliary or regular) who have been employed for ninety consecutive days of employment shall be entitled to up to five days of paid illness or injury leave.
- (b) Additional Short Term Illness and Injury Plan Benefits may follow provided the employee has met all the eligibility and entitlement requirements under (c) to (i). The STIIP benefit periods that follow in (c), (d), (e) and (i) will be adjusted to be inclusive of any period of leave taken under (a).

1.02 Short-Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury the employee will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period). The Short-Term Plan Period of six months is inclusive of leave under Information Appendix A Part 1, 1.01(a).

1.03 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within ~~15 consecutive scheduled days of work~~ 21 calendar days again become unable to work because of ~~the same~~ illness or injury are considered to still be within the original short term plan period as defined in section 1.02(a). ~~STIP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for 15 consecutive scheduled work days before taking another day for the same illness or injury.~~

~~(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.~~

~~(b)(c)~~ Employees who return to work after being absent because of illness or injury, and after working ~~15 or more consecutive scheduled days of work~~ 21 calendar days, again become

unable to work because of ~~the same~~ illness or injury will be entitled to a further six-month period of benefits under this plan except as provided in ~~(d)~~ **(c)** below.

(c) Maintain current language.

~~(e)~~**(d)** Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to ~~the same~~ illness or injury.

~~(f) Scheduled days of work, as noted in (a), (b) and (c) above, shall mean days where the employee is actually at work.~~

1.04 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above; **or**
- (d) **a nurse practitioner qualified to practice in the province of BC,**

PART II LONG TERM DISABILITY PLAN

2.02 Long-Term Disability Benefit

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

(g) Where (f) above applies, employees shall be entitled to up to five days of paid illness or injury leave, in each calendar year.

2.07 Successive Disabilities

- (c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability ~~and, provided the period during which the employee returned to work is longer than one month,~~ the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. ~~If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.~~

INFORMATION APPENDIX B

Board and Lodging and Relocation Expenses and Travel Expenses

PART I BOARD AND LODGING REGULATIONS

1.01 Board and Lodging Allowances

- (e) Per diem living allowance:
 - (3) Where employees are entitled, the per diem living allowance will be effective **April 1, 2022 \$44.67; effective April 1, 2023 TBD; and effective April 1, 2024 TBD**, 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.

PART II RELOCATION EXPENSES

2.04 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of **\$66,040 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024.**
- (e) When an employee is being relocated and opts to move the employee's own household effects and chattels the employee shall receive one of the following allowances:
 - (1) **\$551.20 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024** for a move not exceeding a distance of 240 kilometres;
 - (2) **\$884 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024** for a move which exceeds a distance of 240 kilometres;
 - (3) **\$275.60 effective April 1, 2022; TBD effective April 1, 2023; and TBD effective April 1, 2024** where the employee is entitled to receive the amount pursuant to 2.07(d).

2.05 Moving of Mobile Homes

- (b) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:
 - (1) moving of single wide mobile trailer or home up to the maximum width allowed on highway with a permit including any skirting, cabanas or attachments.

Where mobile homes in excess of the above are involved, the Employer will pay:

- the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of effective **April 1, 2022 \$5,512; effective April 1, 2023 TBD and effective April 1, 2024 TBD.**
- (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of effective **April 1, 2022 \$66,040; effective April 1, 2023 TBD and effective April 1, 2024 TBD.**
- (3) the setting up and levelling of a mobile home or double wide at the new location to a maximum of effective **April 1, 2022 \$644.80; effective April 1, 2023 TBD and effective April 1, 2024 TBD** upon production of receipts.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of effective **April 1, 2022 \$2,756; effective April 1, 2023 TBD and effective April 01, 2024 TBD** upon production of receipts.

2.07 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts to cover incidental expenses on relocation, and once the employee has claimed one allowance, no alternate further claim may be made.

- (a) When an employee purchases a private dwelling house in the new location effective **April 1, 2022 \$660.40; effective April 1, 2023 TBD; and effective April 1, 2024 TBD.**
- (b) When an employee is moving to rental accommodation in the new location effective **April 1, 2022 \$327.60; effective April 1, 2023 TBD; and effective April 1, 2024 TBD.**
- (c) When an employee is moving with a mobile home effective **April 1, 2022 \$218.40; effective April 1, 2023 TBD; and effective April 1, 2024 TBD.**
- (d) When an employee is moving to room and board effective **April 1, 2022 \$159.12; effective April 1, 2023 TBD; and effective April 1, 2024 TBD.**

2.10 Real Estate and Legal Fees

On relocation, or within one year of the effective date of relocation, an employee who purchases and/or sells a private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees, to a maximum of effective April 1, 2022 \$9,817.60, effective April 1, 2023 TBD and effective April 1, 2024 TBD charged by a real estate agency for the selling of the employee's private dwelling home in which the employee resided immediately prior to relocation.
- (b) An employee, who has sold a private dwelling house without the aid of a realtor, shall be entitled to claim effective April 1, 2022 \$2,204.80, effective April 1, 2023 TBD, and effective April 1, 2024 TBD.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of a private dwelling house in which the employee lives after relocation will be paid in accordance with the following:
 - 1% of the first \$50,000 of the purchase price.
 - 0.5% of any amount of the purchase price above \$50,000.
 - the total cost to the Employer under part (c) shall not exceed effective April 1, 2022 \$1,154.40 effective April 1, 2023 TBD and effective April 1, 2024 TBD.

PART III

Where a regular employee is required by the Employer to relocate:

- as a result of the Employer moving its operation from one geographic location to another (see Main Agreement Clause 12.04);
- as a result of accepting a placement pursuant to Article 37, provided the employee is in receipt of layoff notice;
- as a result of a placement pursuant to Memorandum of Agreement #2;

the employee will be entitled to the following reimbursements in addition to the provisions of Information Appendix B Part II, upon production of receipts:

- (a) Real estate commission fees not to exceed effective April 1, 2022 \$16,536, effective April 1, 2023 TBD and effective April 1, 2024 TBD. Where a claim is made under this section, there shall be no entitlement to Information Appendix B 2.10(a).
- (b) Except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed effective April 1, 2022 \$220.48, effective April 1, 2023 TBD and effective April 1, 2024 TBD and mortgage pre- payment penalty, if any.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

INFORMATION APPENDIX C / ARTICLE 32.07 Isolation allowance

As per Article 32.07(b), an isolation allowance of ~~\$6.50~~ **effective April 1, 2022, \$6.76, effective April 1, 2023 TBD, effective April 1, 2024 TBD** per point per month shall be paid to each eligible employee.

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

**INFORMATION APPENDIX D
Auxiliary Employees Disability Insurance**

1.01 The provisions of Part 1 do not apply to auxiliary employees who are either:

- (a) enrolled full time as a student of a day school, college or a university, or
- (b) employed under employment incentive programs financed through public funds.

1.02 **Auxiliary employees who have completed 90 consecutive days of employment, and who are not eligible for benefits pursuant to Article 35.10, shall be entitled to up to five days of paid illness and injury leave.**

~~1.02~~ **1.03** Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority with the same ministry. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings not to exceed the equivalent maximum EIC weekly benefits. Normal average earnings are calculated by averaging the straight-time hours paid in the six most recent bi-weekly pay periods in which earnings occurred. **The period of weekly indemnity benefits up to a maximum of 15 weeks will be reduced by the period of any leave taken under (1.02) above respecting each case of illness.**

~~1.03~~ **1.04** The benefit waiting period in each case of illness will be 7 calendar day. This means that benefits will be paid from the 8th day of illness. **Leave taken under (1.02) is not subject to the benefit waiting period.**

INFORMATION APPENDIX E

T.B.O. - Travel Expenses

2. Acceptable Travel Expenses (Group I)

(a) Meal Allowance

(1) The meal allowance shall be:

Meal Allowances	<u>Effective April 1, 2022</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>
-----------------	------------------------------------	--	--

Breakfast	<u>\$13.26</u>	<u>TBD</u>	<u>TBD</u>
Lunch	<u>\$15.34</u>	<u>TBD</u>	<u>TBD</u>
Dinner	<u>\$26.52</u>	<u>TBD</u>	<u>TBD</u>

(b) Private Vehicle Allowance

(1) Reimbursement, where a private vehicle is used on the Employer's business in accordance with Treasury Board Directives, shall be:

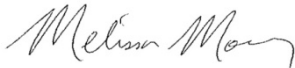
Effective April 1, 2022 \$0.57 per km

Effective April 1, 2023 TBD per km

Effective April 1, 2024 TBD per km

Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

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



Melissa Moroz
Labour Relations Officer

Allison Westin
Bargaining Committee Member

Edmond Margawang
Bargaining Committee Member

Jamie Rupar Gilliatt

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



Korina Tsui, BCPSA
Executive Director Labour Relations &
Total Compensation

Michael Lancaster, BCPSA
Director, Labour Relations

Gordon Asselin, BCPSA
Senior Labour Relations Specialist

Ellen Hrad, BCPSA

Bargaining Committee Member

Senior Labour Relations

Marc Schuffert
Bargaining Committee Member

Teresa Chow, BCPSA
Compensation Advisor

Nadia Skokun
Bargaining Committee Member

Ian Brown, FOR
Deputy Director

Jeff Stone
Bargaining Committee Member

Brigid Canil, MOTI
A/Director

Frank Kohlberger
Bargaining Committee Member

Pat Martin, FOR
Director

Dated this 28 day of October, 2022