

The 12th Master Agreement between the Professional Employees Association and the Government of the Province of B.C., as represented by the B.C. Public Service Agency, has been extended to March 31, 2006.

Except for the items listed below, the terms of the 12th Master Agreement remain unchanged.

Article 8 Grievances

8.01 to 8.03 – Maintain current language

8.04 Second Step

Through the Union, the employee may submit a grievance in writing, describing the nature of the complaint and a remedy required, to the Employer's representative designated to handle grievances at this step, within 30 days after the date:

- (a) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

A copy of the grievance shall be forwarded to the employee's immediate supervisor if said supervisor is other than the Employer's designated representative. Copies shall also be filed with the Employer and the Union.

The Employer representative shall have 14 30 days from the date of receipt of the grievance in which to give a written reply to the employee and the Union.

8.05 Third Step

delete

8.06 Arbitration

Failing satisfactory settlement at step 3 2 and pursuant to Article 9 of this Agreement, the Union may inform the Employer of its intent to submit the dispute to arbitration for final resolution within 30 days after the Deputy

Minister's Employer representative's decision has been received or became due, whichever is earlier.

8.07 Time Limit Recognition (Postal)

In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article. Grievances, replies, and notifications shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

8.08 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension pending investigation, the grievance may be filed directly at arbitration, with a copy to the Public Service Employee Relations Commission BC Public Service Agency and the Deputy Minister of the appropriate ministry, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at step 3 2 of the grievance procedure within 30 days of the employee receiving notice of suspension.

Balance of Article - Maintain current language

* NOTE: Effective date of changes to Article 8 is June 1, 2004.

Article 11.07 Seniority List (new)

A current service seniority list for regular employees as of December 31 will be provided by the Employer to the Union Headquarters on or before March 31 of the following year and for March 31 by June 30, June 30 by September 30 and September 30 by December 31.

Article 30.02 Extended Health Care Plan

Effective January 1, 2004:

- Benefit improvement to cover eye examinations for employees and eligible dependents to a maximum of \$75 per person every two years
- Increase in annual deductible from \$30 to \$35 per family

Article 32.06 Travel and Relocation Expenses

Effective April 1, 2004:

- Increase vehicle allowance to 45 cents per kilometre
- Increase meal allowance: Breakfast \$10.25; Lunch \$12.00; Dinner \$21.00

Effective April 1, 2005:

- Increase vehicle allowance to 46 cents per kilometre
- Increase meal allowance: Breakfast \$10.50; Lunch \$12.25; Dinner \$21.25

Article 36.13 Misuse of Managerial/Supervisory Authority

Add the following to Preamble:

If an employee does not present a complaint within the prescribed time limits, or the Union does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Information Appendix A -- Short-Term Illness and Injury and Long-Term Disability

Effective January 1, 2004:

- STIIP benefit period reduced from seven months to six months
- LTD period of total disability inability to perform all the duties of the employee's own occupation – increased from two years to 25 months.
- LTD benefit increased to 70 per cent of the first \$2,300 of monthly earnings and 50% of monthly earnings above \$2,300 (previously 68.3 per cent of the first \$2,200 of monthly earnings)

Addendum A – Subsidiary Agreement (Salary Grid)

Effective April 1, 2003:

GRID RANGE	STEP	Annual	Bi-weekly
1	1	40,555.03	1,554.47
	2	42,379.98	1,624.42
	3	44,287.11	1,697.52

GRID RANGE	STEP	Annual	Bi-weekly
	4	46,279.81	1,773.90
	5	48,472.35	1,857.94
2	1	48,564.45	1,861.47
	2	50,749.69	1,945.23
	3	53,033.55	2,032.77
	4	55,419.93	2,124.24
	5	58,045.30	2,224.87
3	1	53,982.94	2,069.16
	2	56,412.11	2,162.27
	3	58,950.60	2,259.57
	4	61,603.62	2,361.26
	5	64,521.71	2,473.11
	6*	67,360.75	2,581.93
4	1	57,849.89	2,217.38
	2	60,453.08	2,317.16
	3	63,173.41	2,421.43
	4	66,016.10	2,530.39
	5	69,143.43	2,650.26
	6*	72,185.70	2,766.87
5	1	64,008.53	2,453.44
	2	66,888.79	2,563.84
	3	69,898.71	2,679.21
	4	73,044.04	2,799.77
	5	76,504.26	2,932.40
	6*	79,870.57	3,061.43
6	1	69,628.17	2,668.84
	2	72,761.75	2,788.95
34.00	3	76,035.96	2,914.45
	4	79,457.57	3,045.60
	5	83,221.21	3,189.86

^{*}Step 6 = Market Adjustment only. For Step 6 eligibility criteria, see: http://www.bcpublicservice.ca/salary_admin/Market_Adjustment_and_Eligibility_Form.pdf

Memorandum of Agreement Between The BC Public Service Agency (BCPSA) And The Professional Employees Association (PEA) Regarding

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, 2004.

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

comparable pay range will be deemed to have resigned with applicable severance pay.

- 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 Master Agreement.
- 8. 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.
- 9. The provisions of Article 37 remain unchanged.
- 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 period April 1, 2004 to March 30, 2006.

Memorandum of Agreement Between

The BC Public Service Agency (BCPSA)

And

The Professional Employees Association (PEA) Regarding the

B.C. Mental Health Society/Forensic Psychiatric Services Commission

- 1. The Parties agree that B.C. Mental Health Society (BCMHS)/Forensic Psychiatric Services Commission (FPSC) will remain covered by the Master Agreement until March 30, 2006 for those employees who remain employed by BCMHS/FPSC.
- 2. The Parties recognize that during the period ending March 30, 2006, certain of BCMHS/FPSC operations may be transferred to health authorities. Respecting transfer(s) occurring during this period, the parties share a mutual interest that current employees be offered employment by the health authority(s) and that employees should be encouraged to accept employment with the authority(s).
- 3. The provisions of Master Agreement Articles 35 and 37, not the Memorandum of Agreement regarding Employment Security, will apply to employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* employed by BCMHS/FPSC who are not employed by an authority. An employee receiving severance payment shall repay the payment if employed or contracted by an authority or re-employed or contracted by the Province during the period equivalent to the severance pay. *
- 4. Furthermore, the parties agree that regular employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* employed by BCMHS/FPSC as of the date of ratification will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined in Appendix 1 to this Memorandum.

This Memorandum remains in force and effect from date of ratification to March 30, 2006.

*(NOTE: Clause 3 also applies to an employee displaced as a result of the operation of Article 37)

APPENDIX 1

Respecting

Early Retirement Incentive Plan And Voluntary Departure Program for the

ior the

BC Mental Health Society/Forensic Psychiatric Services Commission

1. Eligibility

The Parties agree that regular employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* employed by the BC Mental Health Society/the Forensic Psychiatric Services Commission (FPSC) as of the date of ratification will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined below.

2. Early Retirement Incentive Plan (ERIP)

- a. This Early Retirement Incentive Plan is available to eligible employees who are at least 55 years of age on or before a date determined by BCMHS/FPSC, but in any event no later than March 30, 2006, or have sufficient pre-retirement leave into the future to reach their 55th birthday.
- b. For employees meeting the above criteria and subject to BCMHS/FPSC approval based on operational requirements, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (Rule of 80). For those employees eligible to retire whose combined age and service add up to less than 80, pension is reduced by 3% for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.
- c. In addition, employees approved for ERIP will also receive a lump sum payment equal to six months base salary which may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

3. Voluntary Departure Program (VDP)

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

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

4. Timing

BCMHS/FPSC will consult with the Union with respect to the timing, location and duration of the ERIP and VDP programs. BCMHS/FPSC may establish reasonable timeframes for employees to exercise their options to retire or sever under these voluntary programs. The employee's last day at work prior to pension or pre-retirement leave under ERIP, on pay under VDP will be as determined by BCMHS/FPSC but in any event, no later than March 30, 2006.

5. Funding

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

6. General

- a. An employee receiving a lump sum payment or severance payment shall repay the payment if employed or contracted by a Health Authority or re-employed by the Province during the period equivalent to the lump sum payment or severance pay.
- b. Eligible employees who take advantage of ERIP or VDP shall waive their rights to any severance payment pursuant to Articles 12 and 37 of the Master Agreement.

Memorandum of Understanding Between

The Government of the Province of British Columbia As represented by The BC Public Service Agency (BCPSA) And

The Professional Employees Association (PEA)

Re: Devolution/Transfer of Ministry of Children and Family Development Programs

- 1. Given that the Government intends to devolve/transfer responsibility from the Ministry of Children and Family Development to authorities that will be created under statute; and
- 2. Given that the Parties share an interest in facilitating employees being able to follow the work to the authorities, the following provisions have been agreed upon and the Employer and the Union will co-operate.
- 3. It is acknowledged that, subject to section 35 of the *Labour Relations Code*, each authority will be a successor employer.

Consolidated agreement

4. Where section 35 of the Labour Relations Code applies and where the PEA Union certification is recognized, each authority will meet with the Union prior to the transfer of the program for the purpose of reviewing the current Master and Subsidiary Agreements for each of the following: the provincial community living services authority; regional children and family services authorities; and, aboriginal children and family services authorities which is relevant and applicable to each employer. If an extension of the term of the agreement is required, the Parties will agree on appropriate amendments including compensation. It is agreed that a desired outcome, in the event the PEA Union certification is recognized, is an agreement with at least two years' duration from the date of disposition of the program to expiry of the agreement.

Security and Transfer Provisions

In Service Status

(a) A regular employee who transfers to an authority will be recognized as having in-service status for the purpose of applying on postings for regular positions in the Province. This in-service status will be recognized for a period of two years after the effective date of the transfer of that employee. For the purpose of such application only, their employment with the Employer will be deemed to have continued uninterrupted. During the two years, transferred employees will receive credit for their years of

- continuous service with the Province prior to transfer for purposes of Public Service Job competitions.
- (b) Where an employee has applied on a position as provided in (a) above, their years of continuous service in the public service to the date at transfer from the public service shall be considered.
- (c) Notwithstanding (a) and (b) above, a transferred former employee who is an unsuccessful applicant to a posted position does not have the right to appeal the results of the competition.
- 6. In the event Section 4 above is applicable, the authorities will agree to incorporate access to employment with other authorities on an inter-authority basis, subject to the cultural and program requirements of aboriginal authorities. Access to employment will include inter-authority in-service recognition for posted positions, transfers and vacancies on labour adjustment.
- 7. In the application of section 6, an employee who is hired into a vacant position with an authority and who was employed by another authority at the time of hire will be credited with the employee's continuous service with the predecessor community living, regional or aboriginal authority, including previous continuous service with government for the purpose of seniority-related provisions of the collective agreement applying to an authority, including layoff and recall.

Employment Security

8. Where an employee follows the work to an authority and is subsequently subject to lay-off, then the Employer shall ensure that the employee's employment is maintained till March 30, 2006 or one year from the date of transfer of the program responsibilities to an authority, whichever is greater.

Application of Article 37

9. The provisions of Master Agreement Article 35 and 37, not the Memorandum of Agreement regarding Employment Security will apply to employees who are offered and decline employment with an authority. An employee receiving severance payment shall repay the payment if employed or contracted by an authority or re-employed or contracted by the Province during the period equivalent to the severance pay. *

*(NOTE: Clause 9 also applies to an employee displaced as a result of the operation of Article 37)

Memorandum of Agreement Between

The Government of the Province of British Columbia As represented by the

The BC Public Service Agency (BCPSA)

And

The Professional Employees Association (PEA)
Regarding
Alternative Service Delivery (ASD)

This will confirm our agreement regarding the Government of British Columbia's Alternative Service Delivery (ASD) initiatives. These initiatives are limited to the following list and the number of impacted employees will not exceed 1,000.

- Revenue and Receivables
- MSP and Pharmacare
- Workstations
- Payroll and HR
- Licensing and Permitting
- Accounts Payable
- Consumer Protection and UVIP
- Strategic Sourcing
- Network Operations
- MHR Financial Processing
- Server Consolidation
- Mobile Radios
- Integrated Registries
- Mainframe Operations
- Crop Insurance
- Common Student Information System

These initiatives concern programs and staff which are predominantly in the Greater Victoria area. For these initiatives it is agreed that:

- 1. The parties recognize that these employees should be encouraged to accept employment with the successful bidder and that those employees requiring placement within the Employer's operations should co-operate fully to have their placement concluded as expeditiously as possible.
- 2. Where incumbent staff are employed by the successful bidder, the bidder may apply to the Public Service Pension Plan (PSPP) for enrolment as an employer in the PSPP.

- Employees who are not employed by the successful bidder will be covered by Master Agreement Article 37, not the Memorandum of Agreement regarding Employment Security. *
- 4. Where no employees accept employment with the successful bidder and the employees have exhausted their rights under the collective agreement, the Union will refrain from pursuing a declaration of successor status.
- 5. Employees in these program areas are eligible for the Early Retirement Incentive Plan (ERIP) and Voluntary Departure Program (VDP) as outlined in Appendix 1 to this Memorandum of Agreement for a two month period prior to the anticipated disposition date of the program(s) of the ASD initiative.
- An employee receiving severance payment shall repay the payment if employed or contracted by the successful bidder or re-employed or contracted by the Province during the period equivalent to the severance pay.

This Memorandum remains in force and effect for the period of April 1, 2004 to March 30, 2006.

*(NOTE: Clause 3 also applies to an employee displaced as a result of the operation of Article 37)

Appendix 1 (ASD) Respecting Early Retirement Incentive Plan And Voluntary Departure Program For Alternative Service Delivery Initiatives

1. Eligibility

The Parties agree that regular employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* in program areas identified as an ASD initiative which is to proceed to a successful bidder will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined below.

2. Early Retirement Incentive Plan (ERIP)

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

- b. For employees meeting the above criteria and subject to Employer approval based on operational requirements, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (Rule of 80). For those employees eligible to retire whose combined age and service add up to less than 80, pension is reduced by 3% for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.
- c. In addition, employees approved for ERIP will also receive a lump sum payment equal to six months base salary which may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

3. Voluntary Departure Program (VDP)

- a. A VDP is available to eligible employees who are not eligible to retire under ERIP because they are not 55 years of age or do not have sufficient pre-retirement leave to reach their 55th birthday.
- b. For employees meeting the above criteria and subject to Employer approval based on operational requirements, the VDP shall provide for a lump sum payment of 3 weeks of base pay for every year (1827 hours at straight time rate) of service seniority, or major part thereof, as a regular employee to a maximum of 12 months base pay.

4. Timing

These programs will be made available prior to the disposition date for the ASD initiative. The Employer may establish reasonable timeframes for employees to exercise their options to retire or sever under these voluntary programs. The employees last day at work under ERIP, last day on pay under VDP must be no later than the effective date of disposition.

5. Funding

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

6. General

a. An employee receiving a lump sum payment or severance payment shall repay the payment if employed or contracted by the successful

- bidder or re-employed or contracted by the Province during the period equivalent to lump sum payment or severance pay.
- b. Eligible employees who take advantage of ERIP or VDP shall waive their rights to any severance payment pursuant to Articles 12 and 37 of the Master Agreement.

Memorandum of Agreement
Respecting
Early Retirement Incentive Plan
And Voluntary Departure Program
For
Privatization

1. Eligibility

The Parties agree that regular employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* whose work has been privatized pursuant to Master Agreement MOA #2 will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined below.

2. Early Retirement Incentive Plan (ERIP)

- a. This Early Retirement Incentive Plan is available to eligible employees who are at least 55 years of age on or before the effective date of privatization or have sufficient pre-retirement leave into the future to reach their 55th birthday.
- b. For employees meeting the above criteria and subject to Employer approval based on operational requirements, ERIP shall provide for an unreduced pension if age plus years of contributory service add up to 80 (Rule of 80). For those employees eligible to retire whose combined age and service add up to less than 80, pension is reduced by 3% for every year their age is less than 60 or their age plus service is less than 80, whichever is the lesser.
- c. In addition, eligible employees who qualify under (a) above and who are not offered a job with the private employer will also receive a lump sum payment equal to six months base salary which may be used as pre-retirement leave if they resign their employment and proceed to retirement. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

3. Voluntary Departure Program (VDP)

- a. A VDP is available to eligible employees who are not eligible to retire under ERIP because they are not 55 years of age or do not have sufficient pre-retirement leave to reach their 55th birthday.
- b. For employees meeting the above criteria and subject to Employer approval based on operational requirements the VDP shall provide for a lump sum payment of 3 weeks of base pay for every year (1827 hours at straight time rate) of service seniority, or major part thereof, as a regular employee to a maximum of 12 months base pay.

4. Timing

These programs will be made available prior to the effective date of privatization. The Employer may establish reasonable timeframes for employees to exercise their options to retire or sever under these voluntary programs. The employee's last day at work under ERIP, last day on pay under VDP must be no later than the effective date of privatization.

5. Funding

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

6. General

- a. An employee receiving a lump sum payment or severance payment shall repay the payment if employed or contracted by the private employer or re-employed or contracted by the Province during the period equivalent to lump sum payment or severance pay.
- b. Eligible employees who take advantage of ERIP or VDP shall waive their rights to any severance payment pursuant to Articles 12 and 37 of the Master Agreement.

7. Term

This Memorandum remains in force and effect for the period April 1, 2004 to March 30, 2006.

Memorandum of Understanding Between The BC Public Service Agency (BCPSA) And

The Professional Employees Association (PEA)
Regarding
The Application of Master Agreement Article 37.02 and Master
Agreement Article 22

Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Information Appendix A, Part I STIIP, provided:

- 1. They meet all the conditions of the Plan; and
- 2. No other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Information Appendix A, the extent of the STIIP benefit only covers the period of lost work opportunity.

Letter of Understanding
Between
The BC Public Service Agency (BCPSA)
And
The Professional Employees Association (PEA)
Regarding
Auxiliary Employees -- STIIP

Subject to the eligibility requirement of Clause 35.10, auxiliary employees will continue to be covered by the provisions of Information Appendix A, Part I as outlined in the 12th Master Agreement signed July 5, 2001 (i.e. 7 months).

Memorandum of Understanding Between The BC Public Service Agency (BCPSA) And The Professional Employees Association (PEA) Regarding Gainsharing

The Parties acknowledge that suggestions for gainsharing improvements may arise or be negotiated at any time during the life of this agreement to provide additional (one-time, or ongoing) payments. Where such initiatives are identified, the Master Bargaining Principals will meet to review the proposal and consider whether it should be included within the scope of this Memorandum.

Memorandum of Understanding
Between
The BC Public Service Agency (BCPSA)
And
The Professional Employees Association (PEA)
Regarding
Employees' Contribution to The Public Service Pension Plan

Pursuant to an agreement of the British Columbia Public Service Pension Plan Partners, the members' contribution rate will increase effective April 1, 2005.

It is understood that the Employer agrees to fund the entire share of the employees' contribution rate increase stipulated in Section 4(b)(1) of the Partners' Agreement. In this regard, the Employer will ensure the increased contribution will be remitted for all eligible employees.