

MEMORANDUM OF SETTLEMENT

for the

EIGHTEENTH 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

ARTICLE 1 – PREAMBLE

Recognition of First Nations Territories and Indigenous Peoples and Cultures

The parties to this agreement acknowledge the First Nations and their Territories on which we conduct our work, now known as British Columbia.

The parties commit to advancing reconciliation by working together to implement the Province of British Columbia’s *Declaration on the Rights of Indigenous Peoples Act*, the *Anti-Racism Act*, the *Anti-Racism Data Act*, and the *Accessible British Columbia Act*.

The parties to this Agreement recognize that all employees covered by this Agreement are bound by the professional standards and codes of conduct of their appropriate licensing bodies. These codes of conduct require employees to conduct themselves with fairness, loyalty and courtesy to the Employer, associates and subordinates.

It is stressed that the spirit and intent of this Agreement is to provide a mutually respectful and beneficial relationship between the parties, within which employees will be able to develop and apply confidently their professional knowledge and expertise to the best of their abilities. To this end, the Employer will encourage involvement and input from the employee in such matters as may bear directly on the employee’s work and career prospects.

It is further agreed that where the language of this Agreement is not specific or wherever there may be ambiguity or omission, every effort will be made by both parties to find a solution within the spirit and intent stated above.

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 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 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) MCL
- (c) **Discrimination and Harassment Complaint** Procedures
 - (i)-(xi) MCL

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 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 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.

The allegations and any relevant materials will be provided to the respondent.

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 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.

3.04 Professional Qualifications

It shall be a condition of continued professional employment that employees must apply for **registration** ~~enrollment~~ in their appropriate professional licensing body by the thirtieth day of continuous service.

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, 2022, not to exceed the fee schedule as set on January 1, 2021~~).

- **Effective April 1, 2025, the maximum will not exceed 2024 fee schedule;**
- **Effective April 1, 2026, the maximum amount will be the 2024 fee schedule plus an additional 4%;**
- **Effective April 1, 2027, the maximum amount will be the 2026 reimbursable rate increased by an additional 4%;**
- **Effective April 1, 2028, the maximum amount will be the 2027 reimbursable rate increased by an additional 4%.**

(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.

3.08 Access to ~~Documents~~ Information

The Employer agrees that the effective performance of employees requires that they have ready access to **information**, publications, reports and public documents in topic areas related to their work unit, and the Employer, therefore, agrees to facilitate such access.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer agrees, in accordance with the Public Service Labour Relations Act, to deduct from the salary of each employee, membership dues in the Union in the amount specified by the Union. **The Employer will**, ~~and to~~ forward to the Union the total amount of such dues or fees collected **within 28 days of the deduction**, ~~with the lists of those employees for whom deductions were made in the month concerned, together with a supplementary list of those employees within the bargaining unit for whom a deduction was not made.~~
- (b) The Employer shall supply each employee without charge a statement for income tax purposes showing the deductions paid to the Union by the employee in the 17 previous year. Such statements shall be provided to the employee prior to March 1 of the succeeding year.
- (c) A report of employees who cease employment or leave the bargaining unit will be provided to the Union on a quarterly basis which shall include a report of employees who have ceased employment and the record of employment code (ROE) in block 16 of the ROE for each of those employees.
- (d) On a pilot basis for the term of the 18th PEA Main Agreement, the Employer shall provide the Union with a Dues Report on a bi-weekly basis. Each report will contain the following information for each pay period:**
- **Pay period ending date**
 - **Pay period pay date**
 - **Employee ID**
 - **Last Name**
 - **First Name**
 - **Hourly pay rate at the end of the pay period**
 - **Work email address**
 - **Classification title**
 - **Classification grade**
 - **Department ID (Paylist)**
 - **Dues paid**

ARTICLE 5 - NEW EMPLOYEES

5.03 Orientation of New Employees

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
- (i) the name, location, **email address (if available)** and work telephone number of the local representative of the union; and

(ii) an authorization form for union dues check-off.

(c) Upon request, the local representative shall be advised of the name, location, **email address (if available)** and work telephone number of the new employee. The employer shall provide the Union with a list of new employees ~~on a monthly basis~~ **within seven days of the end of each pay period**. The list will include the **name, employee ID,** location, ministry, and classification of each employee and will be provided in a mutually agreed format.

(d) The local representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment. The interview will be conducted by phone when the local representative is located in a different geographic location than the new employee.

(e) The Union will provide ministries with an up-to-date list of local representatives' names, work locations, **email address (if available)** and work telephone numbers in order that the Employer may meet its obligation in (b)(i) above.

*** 5.04 (NEW) – Articling Students**

(a) Definitions

ARTICLING STUDENTS are students registered with the Law Society of BC who have completed law school and are completing their articles with the Employer.

TEMPORARY ARTICLING STUDENTS are students registered with the Law Society of BC as temporary articling students who are still attending law school and return to law school at the end of their appointment.

(b) Articling Students

The Employer may hire articling students for their articling term, inclusive of the period associated with their attendance at the bar admission training program (the “Articling Term”). Articling students’ terms and conditions of employment shall be those applicable to regular employees under this agreement except as provided in this Article.

- (i) **Articling students’ employment terminates upon the conclusion of the Articling Term.**
- (ii) **Articling students have no rights to layoff or recall under Article 37.**
- (iii) **Articling students’ rights under Article 22 are limited to a maximum of six months of Short-Term Illness and Injury Plan benefit.**
- (iv) **At the completion of their Articling Term, articling students are not entitled to severance.**
- (v) **Articling students will have no residual rights in respect of the application of any provision of the PEA Agreement following the completion of their**

Articling Term except that in-service status will apply for the nine months following for the sole purpose of applying on competitions.

c) Temporary Articling Students

The Employer may hire temporary articling students as auxiliary employees for a short, fixed term before the student returns to law school at the conclusion of the fixed term. The terms for auxiliary employees are pursuant to Article 35 of the Main Agreement except for Article 35.11 Layoff and Recall and Article 35.12 Auxiliary Conversion which do not apply to temporary articling students.

ARTICLE 7 – EMPLOYER – UNION RELATIONS

7.01 – Subsidiary Agreement

- (a) In accordance with the provisions of the *Public Service Labour Relations Act* there shall be a Subsidiary Agreement for the occupational group which shall form part of this Agreement. The Subsidiary Agreement shall be negotiated by a separate Subsidiary Agreement Bargaining Committee.
- (b) The parties agree that the occupational group shall be composed of the following occupations **including those with limited practice rights and those preparing for licensure (such as articling or “in-training” employees),** subject to Section 4 of the *Public Service Labour Relations Act*:
 - (i) Accounting Officers
 - (ii) Agriculturists
 - (iii) Architects
 - (iv) Dental Officers
 - (v) Engineers and Geologists **Geoscientists** (including Inspector of Dykes)
 - (vi) ~~Forest~~ Agrologists
 - (vii) Foresters
 - (viii) Land Officers
 - (ix) Licensed Home Economists

- (x) Licensed Psychologists (including Licensed Research Officers)
- (xi) Pharmacists
- (xii) Physiotherapists
- (xiii) Surveyors
- (xiv) Veterinarians
- (xv) Inspectors, Technical Classes
- (xvi) Instructors, Correspondence Schools
- (xvii) Teachers
- (xviii) **Lawyers**

ARTICLE 8 - GRIEVANCES

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.

Within 21 days of receiving the grievance at Step 2, the representative designated by the Employer to handle the grievances at Step 2 and the designated Union representative shall meet to examine the facts and the nature of the grievance, and to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

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

8.07 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 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) **Within 45 days of receiving the grievance filed directly to Arbitration as per (a) above, and prior to setting hearing dates, the respective representatives designated by the Employer and Union shall meet to examine the facts and the nature of the grievance and attempt to resolve the dispute.**
- (c) In the case of a dispute arising from an employee's suspension, the grievance may commence at step 2 of the grievance procedure within 30 days of the employee receiving notice of suspension.

ARTICLE 10 – DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION

10.00 Right to Have ~~Local~~ Union Representative

Where the Employer requires an employee to attend a meeting and the purpose of the meeting is known in advance by the Employer to be of a disciplinary nature the Employer shall advise the employee of the right to have a ~~local~~ union representative present.

The employee and the Union bear the responsibility to ensure that a representative is available to attend the scheduled meeting. No undue delay of the appropriate action being taken shall result from the unavailability of such representation.

ARTICLE 11 - SENIORITY

11.07 Seniority List

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.

The seniority list provided will include a field for Department ID.

ARTICLE 12 – SERVICE CAREER POLICY

12.09 Postings

Vacancies of a regular nature that are ~~approved~~ to be filled will be posted within 30 days ~~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.

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.

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 15 - OVERTIME, SHIFT WORK AND STANDBY PROVISIONS FOR REGULAR FULL-TIME EMPLOYEES

15.01 Application

This Article applies to all regular full-time employees.

15.02 Rate of Compensation

In lieu of direct compensation for all overtime, shift work and standby (as defined in Articles 16, 17 and 18 of this Agreement), regular full-time employees shall receive a special compensation of 7% of their basic salary earned for each calendar year. This special compensation shall not be considered part of the employee's basic salary for the purpose of calculating any benefits or other premium entitlements.

15.03 Method of Compensation

- (a) At the employee's option, special compensation mentioned in Clause 15.02 may be received in the form of-cash and/or time off.
- (b) The employee shall make an option once a year within a time limit to be determined by the Employer during the calendar year in which the special compensation is earned. Failure of the employee to so designate within the time limit shall automatically result in the special compensation being disposed of in cash and/or time off to be determined by the Employer. An option, once made by the employee, may not be changed until the next calendar year.

- (c) (i) Cash payment for employees who elect full or partial cash option pursuant to paragraph (b) above shall be made once annually by February 28th of the year following that in which the special compensation was earned to the extent of such election.
- (ii) Payment for any special compensation which is earned but not compensated in time off, or previously paid in cash shall be made once annually by May 31st of the year following that in which the special compensation was earned.
- (d) Time off may be taken at any time mutually agreed to between the Employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash. Furthermore, should an employee cease to be covered by this Article for any reason, any time off earned but not taken shall be paid for in cash.
- (e) Cash/time off conversion shall be on the basis of 2% of the employee's annual basic salary (for the calendar year in which the special compensation was earned) for 35 working hours' time off.

15.04 Special Compensation Add to Pay for Pension Purposes Only

Effective January 01, 2027, existing employees, and new employees upon hire may choose on a one-time basis to make a permanent selection that a 50% portion of this special compensation shall be paid bi-weekly as an addition to basic pay for pension purposes only.

At the employee's option, the remaining portion of special compensation mentioned in Clause 15.02 not paid bi-weekly as an addition to basic pay for pension purposes only may be received in the form of cash and/or time off. Special compensation paid bi-weekly must be in accordance with Article 32.02. Should an election not be made prior to the deadline established by the Employer or upon hire, the default will be to receive a 50% portion of the special compensation paid bi-weekly as an addition to basic pay for pension purposes only.

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 **\$18.01 effective April 1, 2025; \$18.56 effective April 1, 2026; \$19.11 effective April 1, 2027; and \$19.69 effective April 1, 2028** ~~\$15.91 effective April 1, 2022; effective April 1, 2023, \$16.98; 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 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

- (b) An employee who has regularly scheduled days of rest and who is required to work on such a day of rest shall be compensated at the rate of double time for all hours worked.
- (c) A regular part-time employee who works on a designated holiday to which the employee is entitled and which is a regularly scheduled work day shall be compensated at the rate of double time for all hours worked, plus a day off with regular pay in lieu of the holiday.

For Christmas Day and New Year's Day, the compensation shall be at the rate of double time and one-half for all hours worked, plus a day off with regular pay in lieu of the holiday. Such day off in lieu shall not apply where designated holidays are already built into the work schedule of the employee.

- (d) A regular part-time employee who works on a designated holiday to which the employee is entitled and which is not a regularly scheduled work day shall receive the regular rate of pay for the day, plus additional compensation at the rate of double time for all hours worked. For Christmas Day and New Year's Day, the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An auxiliary employee who works on a designated holiday to which the employee is entitled shall be compensated in accordance with (c) above. An auxiliary employee who works on a designated holiday to which the employee is not entitled shall be compensated at straight-time rate for hours worked up to the normal daily hours for a full-time employee, and thereafter at overtime rates as prescribed in (a)(i) above.

- (f) An employee on travel status who is required to travel on Employer's business shall be deemed to be at work and shall be compensated accordingly. However, "hours travelled" means hours spent travelling from point to point within British Columbia and does not include time spent other than actually travelling, such as meal breaks and sleep. The Employer may determine the means of such travel.
- (g) An employee who is called back to work outside that employee's regularly scheduled hours of work shall be compensated at the applicable overtime rate. The employee shall be so compensated from the time of leaving home to report for call-out duty until the time of arriving back, upon proceeding directly to and from work. The minimum compensation for a call-out shall be three hours' compensation. This provision shall not apply to an employee who is not assigned a regular work schedule and who is normally required to work whenever called.
- (h) When an employee is called out for overtime prior to a scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

**ARTICLE 17 - SHIFT WORK PROVISIONS FOR REGULAR PART-TIME
EMPLOYEES AND AUXILIARY EMPLOYEES**

17.02 Shift Premium for Full-Time Employees

- (a) Where a shift is regularly scheduled to start between 4:30 a.m. and 10:59 a.m. inclusive, no shift premium is payable.
- (b) Where a shift is regularly scheduled to start between 11:00 a.m. and 1:59 p.m. inclusive, a shift premium of ~~\$1.20 per hour, effective May 14, 2006 (effective April 1, 2007 - \$1.25 per hour; effective March 30, 2008 - \$1.30 per hour - effective March 29, 2009 - \$1.35 per hour)~~ **effective April 1, 2025 - \$1.66 per hour; effective April 1, 2026 - \$1.71 per hour; effective April 1, 2027 - \$1.76 per hour and effective April 1, 2028 - \$1.81 per hour** shall be paid for all hours worked after 2:00 p.m. ~~Effective April 1, 2016 it shall be \$1.40.~~
- (c) Where a shift is regularly scheduled to start between 2:00 p.m. and 8:59 p.m. inclusive, a shift premium of ~~\$1.20 per hour, effective May 14, 2006 (effective April 1, 2007 - \$1.25 per hour; effective March 30, 2008 - \$1.30 per hour - effective March 29, 2009 - \$1.35 per hour)~~ **effective April 1, 2025 - \$1.66 per hour; effective April 1, 2026 - \$1.71 per hour; effective April 1, 2027 - \$1.76 per hour and effective April 1, 2028 - \$1.81 per hour** shall be paid for all hours worked. ~~Effective April 1, 2016 it shall be \$1.40.~~
- (d) Where a shift is regularly scheduled to start between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of ~~\$1.30 per hour, effective May 14, 2006 (effective April 1, 2007 - \$1.35 per~~

hour; effective March 30, 2008—\$1.40 per hour—effective March 29, 2009—\$1.45 per hour)—**effective April 1, 2025 - \$1.77 per hour; effective April 1, 2026 - \$1.82 per hour; effective April 1, 2027 - \$1.88 per hour and effective April 1, 2028 - \$1.93 per hour** shall be paid for all hours worked. ~~Effective April 1, 2016 it shall be \$1.50.~~

17.03 Shift Premium for Part-Time Employees

(a) Where more than one-half of a shift is regularly scheduled between 6:00 p.m. and 6:00 a.m. inclusive, a shift premium of ~~\$1.20 per hour, effective May 14, 2006 (effective April 1, 2007—\$1.25 per hour; effective March 30, 2008—\$1.30 per hour—effective March 29, 2009—\$1.35 per hour)~~ **effective April 1, 2025 - \$1.66 per hour; effective April 1, 2026 - \$1.71 per hour; effective April 1, 2027 - \$1.76 per hour and effective April 1, 2028 - \$1.81 per hour** shall be paid for all hours worked. ~~Effective April 1, 2016 it shall be \$1.40.~~

(b) Where a shift is regularly scheduled to start between 10:00 p.m. and 2:00 a.m. inclusive, a shift premium of ~~\$1.30 per hour, effective May 14, 2006 (effective April 1, 2007—\$1.35 per hour; effective March 30, 2008—\$1.40 per hour—effective March 29, 2009—\$1.45 per hour)~~ **effective April 1, 2025 - \$1.77 per hour; effective April 1, 2026 - \$1.82 per hour; effective April 1, 2027 - \$1.88 per hour and effective April 1, 2028 - \$1.93 per hour** shall be paid for all hours worked. ~~Effective April 1, 2016 it shall be \$1.50.~~

17.04 Overtime and Shift Premium

(a) Where a shift premium is payable for a shift, the same premium shall apply to all overtime hours worked adjoining that shift.

(b) Where an employee is called out between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of ~~\$1.15 effective April 1, 2001 (\$1.20 effective March 31, 2002; \$1.25 effective March 30, 2003)~~ **\$1.77 effective April 1, 2025; \$1.82 effective April 1, 2026; \$1.88 effective April 1, 2027 and \$1.93 effective April 1, 2028** per hour for all hours worked between 9:00 p.m. and 4:29 a.m. inclusive will apply. ~~Effective April 1, 2016 it shall be \$1.50 per hour.~~

ARTICLE 19 – SUBSTITUTION

19.02 - Compensation

(a) Substitution pay is payable to an employee who is required to temporarily substitute in a higher-paying position and who fulfills all, or the principal, duties and responsibilities of the higher-paying position.

(b) Except as provided in paragraph (g) substitution pay is not payable to an employee:

(i) Who has not been designated by the Employer to substitute; or

- (ii) Whose regular position normally requires periodic substitution in a higher-paying position as defined in the functional job description or job posting for the employee's regular position; or
 - (iii) Where the period of substitution lasts for less than one work day.
- (c) Where substitution pay is payable, it shall be computed as follows:
- (i) In the case of a single rate for the substituted position, that rate shall apply.
 - (ii) In the case of a salary range for the substituted position, the first step of that range or the step in that range ~~which is nearest to 8% above the substituting employee's current salary, whichever is greater, shall apply~~ **which is the closest step to 8% above their current rate, whichever is greater.** In no instance, however, shall the substitution pay exceed the maximum step of the salary range for the substituted position.
- (d) Where substitution pay is payable to an employee and the employee substitutes both on the work day immediately before and on the work day immediately after a designated holiday, the employee shall receive the rate of substitution pay for that holiday. Otherwise, the regular pay for the holiday will be paid.
- (e) ~~Substitution pay is not payable to an employee on vacation, short term illness or injury, long term disability, weekly sickness indemnity, or any other leave with pay or with partial pay, except for (d) above.~~ **Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position. Vacation Pay shall be at the basic rate of pay except in accordance with Article 21.08.**
- (f) ~~During~~ **When** the period of substitution ~~which~~ exceeds six months, the overtime compensation contemplated in Article 15 shall be calculated and paid on the salary established under paragraph (c). **This substitution period may be interrupted by approved leaves without causing the calculation of eligibility to be reset. For clarity, time substituting before and after an approved leave will count toward the calculation.**
- (g) Where an employee's job description requires periodic substitution, and the employee substitutes for a period in excess of 70 consecutive hours, substitution pay shall be payable from the commencement of the first day of substitution. However, this paragraph shall not apply to substitution resulting from vacation relief.

ARTICLE 20 – DESIGNATED PAID HOLIDAYS

20.01 Paid Holidays

- (a) The following are designated as paid holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, ~~Queen’s Birthday~~, **Victoria Day**, Canada Day, B.C. Day, Labour Day, National Day of **for** 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 21 - ANNUAL VACATION

21.01 Entitlement

- (a) – (b) MCL
- (c) ~~War service~~ **Leave taken under 24.05 (e)** shall be included in the computation of vacation entitlement.
- (d)– (f) MCL

21.10(NEW) - Recognition of Prior Vacation Year Upon Re-Employment

A regular employee who is re-employed will have their vacation year attained prior to voluntary termination or layoff recognized if their break in employment was:

- (a) Voluntary termination (for example resignation or retirement); or
- (b) Being on layoff for more than one year; or
- (c) Becoming an auxiliary employee.

The foregoing applies notwithstanding Articles 11.03, 11.05, 11.06, 21.01

ARTICLE 24 – SPECIAL AND OTHER LEAVES

24.03 Leave for Court Appearances

- (a) Leave of absence with pay shall be granted to every employee, other than an employee already on leave of absence without pay or on education leave or under suspension, who is required:
- (i) to serve on a jury; or
 - (ii) by subpoena or summons, to attend as a witness in any proceeding
 - (1) in or under the authority of a court of justice or before a grand jury;
 - (2) before a court, judge, justice, magistrate or coroner;
 - (3) before a legislative body or any committee thereof that is authorized by law to compel the attendance of the witness before it; or
 - (4) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.
 - (iii) **to attend a hearing before a professional regulatory body relating to the employee's professional conduct in the course and scope of employment where the employee is approved for Indemnity Coverage under Article 36.02.**
- (b) An employee in receipt of regular earnings while serving at court shall remit to the Employer all moneys paid by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) Time spent at court by an employee, in an official capacity, shall be at the regular rate of pay, **without requirement for leave.**
- (d) Time spent in court actions arising from employment, requiring attendance at court, shall be with **at the regular rate of pay, without requirement for leave.**
- (e) **If none of the above apply** ~~Subject to the foregoing provisions,~~ in cases where an employee is a plaintiff, a defendant, **a respondent,** or an accused, such leave to attend at court **or hearing** shall be without pay.

24.05 Canadian Armed Forces

The parties agree that participation by an employee in activities associated with the Canadian Armed Forces as specified below shall be good cause for leave of absence without pay:

- (a) MCL
- (b) MCL

- (c) MCL
- (d) MCL.

(e) An employee shall be granted leave of absence without pay in order to serve with the Canadian Armed Forces on ~~active duty~~ **deployment, or in pre- or post-deployment activity**, for any period less than ~~six~~ **twelve** months. The employee shall, upon return to the Public Service, assume the employee's former position or an equivalent position in terms of classification, grade and step. Time spent on ~~active duty~~ **deployment and pre- or post- deployment activities** shall be considered to have been spent in the Public service in the calculation of any right, or benefit, on the determination of which seniority is a factor.

24.06 Emergency Service ~~and Provincial Emergency Program~~ Leave

- (a) Leave of absence with pay shall be granted to every employee who is conscripted for emergency service. Where the employee receives remuneration for the emergency service, such remuneration shall be forwarded to the Employer.
- (b) Leave of absence with pay shall be granted to an employee for the purpose of participating in Employer-approved ~~Provincial Emergency Program~~ **emergency management or Public Safety Lifeline Volunteer** training. Where the employee receives remuneration for the training, such remuneration shall be forwarded to the Employer.

24.07 Elections

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

24.14 Leave for Medical and Dental Care

Where it is not possible to schedule ~~medical and/or dental appointments or appointments with a registered midwife~~ **health related appointments** outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full time of absence shall be charged to General Leave (24.08), followed by OSS (Art 15) or Annual Vacation (Art 21).

~~Medical, dental and/or registered midwife~~ **Health related** appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments ~~with~~ **offered through** the Employee and Family Assistance Program.

24.18 Donor Leave

The Employer and the Union encourage employees to register ~~as~~ for deceased organ donors donation and to provide blood plasma, stem cell, and other living organ and tissue donations. Effective April 1, 2019, ~~a~~ An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

24.19 Cultural Leave for Indigenous Employees

- (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, kinship, spiritual practices, 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.

24.20 Bereavement Leave

- (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~~ sibling, 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~~ children-in-law, ~~brother-in-law, sister-in-law~~ sibling-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.

ARTICLE 26 – MATERNITY, PARENTAL AND ADOPTION LEAVE

26.06 Increment Dates

Housekeeping:

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

ARTICLE 27 - SAFETY AND HEALTH

27.01 Provincial Safety Committee

The Employer and the Union agree to establish a Joint Safety Committee consisting of three representatives from each party, ~~together with a mutually acceptable chairperson.~~ **Each party shall designate a co-chair of the committee who will rotate chair duties each meeting.**

Its function shall be:

- (a) to investigate areas of special concern in the field of safety and to make recommendations to the Employer concerning on-the-job safety for employees;
- (b) **to review matters referred by Joint Occupational Health and Safety committees and make recommendations to the Joint Committee regarding occupational health and safety matters.**

The Committee shall have the power to order work on a particular job or project to cease until the Committee rules that the unsafe condition has been rectified.

27.02 Joint Occupational Health and Safety Committees

The parties agree that the intent of this agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. The Parties will comply with Part 2 Division 5 of the Workers Compensation Act.

27.023 Unsafe Working Conditions

Employees shall be recognized by the Employer to have the competence to determine what constitutes unsafe working conditions within their discipline. No employee shall be disciplined for refusal to work in a situation which is deemed unsafe beyond the reasonable requirements of the employee's job.

27.03 Smoking Restrictions

~~The Union and the Employer agree on the desirability of regulation of smoking at the workplace and agree, in principle, to Employer rules or policies respecting same.~~

27.04 Hepatitis 'B' Vaccine

The Employer shall provide immunization against Hepatitis 'B' for employees ~~required to come in contact with patients and are thereby, in the Employer's judgement, put at risk of infection~~ **who are at risk of occupational exposure** to Hepatitis 'B'.

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.

27.06 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave.

27.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of work related injury shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

27.08 Workplace Violence

- (a) **It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.**
- (b) **Where such potential exists:**

- (i) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;**
- (ii) applicable physical and procedural measures to protect employees shall be implemented.**

- (c) The Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.**

- (d) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.**

- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.**

ARTICLE 30 – HEALTH AND WELFARE

Article 30.06 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, employees will be covered by the terms and conditions of the Government blanket insurance policy. The existing benefits will not be decreased during the life of this agreement.
- (b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.
- (c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.
- ~~(d) During the life of this agreement a joint committee shall undertake a review of the provisions of the Air Travel Insurance policy and report its recommendations to the principals.~~

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 footwear shall be entitled to be reimbursed for:
 - (i) safety footwear: effective April 1, 2022, ~~\$155.25~~ **2025, \$175.82** biennially upon production of a receipt; effective April 1, 2023 ~~\$165.73~~ **2026, \$181.10; effective April 1, 2027, \$186.53; effective April 1, 2028, \$192.12** 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~~ **2025, \$243.68** biennially upon production of a receipt; effective April 1, 2023, ~~\$229.69~~ **2026, \$250.99; effective April 1, 2027, \$258.52; effective April 1, 2028, \$266.27** 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 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, 2025: Increase rates of pay by 3.0%.**
- **April 1, 2026: Increase rates of pay by 3.0%.**
- **April 1, 2027: Increase rates of pay by 3.0%.**
- **April 1, 2028: Increase rates of pay by 3.0%.**

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

Note: All employees of the bargaining unit will be paid their retroactive general wage increase within a reasonable time frame after ratification of the agreement.

32.04 Salary on Promotion or Position Reclassification

~~Effective March 31, 2019, when~~ **When** an employee obtains a position of higher classification through obtaining professional certification, promotion, or position reclassification, the employee will receive at a minimum, not less than 8% above the employee's former salary or the minimum salary of the new range, whichever is greater, but not above the maximum step of the range for the new position.

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 **as outlined in Information Appendix E.**

- (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 **as outlined in Information Appendix E.** 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	April 1, 2022	April 1, 2023	April 1, 2024
Breakfast	\$13.26	\$14.16	TBD
Lunch	\$15.34	\$16.38	TBD
Dinner	\$26.52	\$28.31	TBD

Vehicle Allowances

~~Effective April 1, 2022 — \$0.57 per km~~

~~Effective April 1, 2023 — \$0.61 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 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.~~

32.11 – Pay on Temporary Appointment or Assignment

Remainder: MCL

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~~ **dependents**.
- (b) This subsidy shall be in the amount of effective ~~April 1, 2022 \$520.00; April 1, 2023, \$555.10; April 1, 2024, TBD~~ **April 1, 2025 \$588.91; effective April 1, 2026 \$606.57; effective April 1, 2027 \$624.77 and effective April 1, 2028 \$643.51** 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 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.15 ~~Occupational~~ First Aid Requirements

- (a) 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.
- (b) 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:

Level 3 <u>or Advanced</u>	Effective April 1, 2022 5	Effective April 1, 2023	Effective April 1, 2024
Per biweekly period	\$64.01 72.49	\$68.33	TBD

Level 2 <u>or Intermediate</u>	Effective April 1, 2022 5	Effective April 1, 2023	Effective April 1, 2024
Per biweekly period	\$49.65 54.59	\$53.00	TBD

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.

- (c) 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.
- (d) 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 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~~ **\$72.10 effective April 1, 2025; \$74.26 effective April 1, 2026; \$76.49 effective April 1, 2027; \$78.79 effective April 1, 2028** 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~~ **\$30.90 effective April 1, 2025; \$31.83 effective April 1, 2026; \$32.78 effective April 1, 2027; \$33.77 effective April 1, 2028** 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, 2022-~~ ~~\$33.12~~ **Effective April 1, 2025 \$37.51**; ~~effective April 1, 2023-~~ ~~\$35.36~~ **effective April 1,**

~~2026, \$38.64; effective April 1, 2027, \$39.80; effective April 1, 2028, \$40.99; 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 2024-2027 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 ~~\$1,040.00~~ **\$1,177.82 effective April 1, 2022-2025;** ~~\$1,110.20~~ **\$1,213.15 effective April 1, 2023-2026;** **\$1,249.54 effective April 1, 2027** and TBD effective April 1, 2024 **and \$1,287.03 effective April 1, 2028,** 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 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.

32.21 (NEW) Overpayment

When an employee has been overpaid, the Employer must take the following steps before recovery action is implemented:

- (a) provide the employee with the reason for the overpayment;**
- (b) advise the employee of the intention to recover the overpayment;**
- (c) where the amount of the overpayment is in excess of \$50, recovery action will be limited to 10% of the biweekly rate, or at the rate at which the overpayment occurred, whichever is less, unless the employee indicates they would wish to repay at a greater percentage. The repayment period will not exceed three years, except by mutual agreement by the parties.**

ARTICLE 35 - AUXILIARY EMPLOYEES

35.06 Health and Welfare

- (a) In lieu of health and welfare benefits, auxiliary employees not designated as Group "A" as defined in Clause 35.10(a) shall receive compensation of effective **April 1, 2022, 82¢** ~~2025, 94¢~~, per working hour to a maximum of \$57.40 **\$65.61** per bi-weekly pay period, effective **April 1, 2023, 88¢** ~~2026, 97¢~~ per working hour to a maximum of \$61.60 **\$67.58** per bi-weekly pay period, effective **April 1, 2022, 82¢** ~~2027, 99¢~~, per working hour to a maximum of \$57.40 **\$69.61** per bi-weekly pay period, effective **April 1, 2022, 82¢** ~~2028, \$1.02~~, per working hour to a maximum of \$57.40 **\$71.69** per bi-weekly pay period, and effective April 1, ~~2024 TBD¢~~ per working hour to a maximum of \$TBD per bi-weekly pay period. When an employee becomes eligible for Group "A" the compensation in lieu shall cease.

The Employer shall revise these allowances on the same basis as applies to the majority of unionized employees in the Public Service.
- (b) An auxiliary employee with accrued sick leave as of June 20, 1975 shall retain any sick leave accrual and may draw upon it in accordance with current policy.
- (c) An auxiliary employee currently on the Public Service Medical Plan may maintain such coverage while still in the Employer's service. This provision shall cease upon termination of the auxiliary employee, irrespective of future re-employment.

ARTICLE 36 - GENERAL

36.02 Indemnity

- (a) ~~Civil Action~~—Except where there has been ~~flagrant or wilful negligence on the part of an employee in the performance of the employee's duties, the Employer agrees:~~
 - (i) ~~Not to seek indemnity against an employee whose actions in the performance of those duties result in a judgement against the Employer;~~
 - (ii) ~~To pay any judgement against an employee, superannuant or former employee, arising out of the performance of the employee's duties with the Employer;~~
 - (iii) ~~To provide legal services and/or to pay legal costs incurred in the civil proceeding arising out of (ii) above. Wherever practical the Employer will consult with the employee on the naming of legal counsel.~~

- (b) ~~*Criminal Action*— Where an employee is charged with an offence resulting directly from the performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees as long as the performance of their duties was not dishonest, malicious or otherwise in bad faith.~~
- (e) ~~At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.~~
- (d) ~~Where employees are required to defend their professional actions arising out of the performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defense as long as the performance of their duties was not dishonest, malicious or otherwise in bad faith.~~
- (e) ~~In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:-~~
 - (i) ~~When the employee is first approached by any person or organization notifying the employee of intended legal action against the employee; or~~
 - (ii) ~~When the employee retains counsel in regard to the incident or course of events; or~~
 - (iii) ~~Where any investigative body or authority first notifies the employee of an investigation or other proceeding which might lead to legal action against the employee; or~~
 - (iv) ~~When information first becomes known to the employee in the light of which it is reasonable to conclude that the employee will be the object of legal action; or~~
 - (v) ~~When the employee receives notice of any legal proceeding of any nature or kind.~~

The Employer will provide employees with the same coverage provided to excluded staff through the Excluded Employees (Legal Proceeding) Indemnity Regulation.

The Employer agrees to notify the Union prior to any changes or modification to the coverage provided through the Excluded Employees (Legal Proceeding) Indemnity Regulation or its application to PEA members.

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 ~~\$661.44 effective April 1, 2022~~ **\$749.09 effective April 1, 2025;** ~~effective April 1, 2023 \$706.09~~ **\$771.56 effective April 1, 2026; \$794.71 effective April 1, 2027; \$818.55 effective April 1, 2028** ~~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 ~~\$174.38, April 1, 2022~~ **\$197.48 effective April 1, 2025;** ~~\$186.15, April 1, 2023~~ **\$203.41 effective April 1, 2026; \$209.51 effective April 1, 2027; \$215.79 effective April 1, 2028;** ~~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.
- (c) It is not intended that this Article should indemnify employees from damages suffered to their private vehicles/personal possessions in the ordinary course of their employment. Rather, this Article is intended to indemnify employees whose vehicles/personal possessions have been deliberately damaged by a person who intends to cause damage to the government but transfers this attention to the more accessible and perhaps less risky objects of employee automobiles/personal possessions. The indemnification is not limited to damages that occur on the Employer's property or in parking facilities provided by the Employer, but is available whenever damages occur within the above terms, subject to the requisite proof.

Note: The 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 signing, and shall remain in effect until midnight, March 31, 2025 **2029** and thereafter until a new agreement is reached or until a strike or lockout occurs.

39.02 Maintenance of Work Performance

MCL

39.03 Notice to Bargain

MCL

39.04 Commencement of Bargaining

MCL

39.05 Changes in Agreement

MCL

39.06 Expiry Date of 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, ~~2025~~ **2029** and thereafter until a new agreement is reached or until a strike or lockout occurs.

ADDENDUM A – SUBSIDIARY AGREEMENT

Salary Grid Adjustment

- **April 01, 2026 - \$80 annual added to top steps of A and B Grids (excluding legal counsel and articling student salary grids)**
- **April 01, 2027 - \$130 annual added to top steps of A and B Grids (excluding legal counsel and articling student salary grids)**
- **April 01, 2028 - \$430 annual added to top steps of A and B Grids (excluding legal counsel and articling student salary grids)**

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

APPENDIX B - EXCLUSIONS

The parties agree to add the following exclusions to Appendix B:

September 26, 2024 – by settlement agreement

Legal Services Branch:

- **Deputy Supervisors (also known as Deputy Supervising Counsel)**
- **Labour & Employment, Human Rights Legal Counsel– all positions, except four (4) positions**
- **Indemnity Legal Counsel– one (1) position**

- Litigation Legal Counsel– three (3) positions
- Legal Counsel in the Assistant Deputy Attorney General Office – two (2) positions

Justice Services Branch, Executive Directors:

- Legal Access Policy Division – one (1) position
- Family Policy, Legislation & Transformation Division – one (1) position
- Policy & Legislation Division – one (1) position

Public Guardian & Trustee: Deputy Public Guardian & Trustee – one (1) position

BC Pension Corporation: Legal Counsel – one (1) position

BC Coroners Service: Chief Legal Officer – one (1) position

April 11, 2024

Ministry of Health

Director, Pharmaceutical Supply Chain

APPENDIX D – SENIORITY BLOCKS

For this appendix it is understood that the licensed profession includes in-training, articling, limited licensees, and fully designated professionals.

For this appendix, licensed professions are:

- Professional Agrologists
- Professional Engineers
 - Agricultural Engineers
 - Biomedical Engineers
 - Electrical Engineers
 - Environmental Engineers
 - Geotechnical, Geophysical, and Geological Engineers
 - Hydrological, Hydrogeological, and Hydrotechnical Engineers
 - Mechanical Engineers
 - Petroleum Engineers
 - Structural Engineers
 - Highway Design, Planning, Traffic, and Transportation Engineers
- Professional Foresters
- Professional Geoscientists
- Pharmacists
- Psychologists
- Veterinarians

Seniority blocks are by Ministry, licensed profession, by geographic location, except for the following:

(a) Ministry of Indigenous Relations and Reconciliation

For employees classified as LSO1 to 5 (Licensed Science Officer): by geographic location.

(b) Ministry of Attorney General, Government Civil Lawyers

For employees classified as LC 1 to 4 (Legal Counsel): by geographic location.

Legal Services Branch

(i) Barristers, comprising as a single block:

(1) all counsel in the Litigation Group

(2) all counsel in the Indigenous Legal Relations Barrister Unit in the Natural Resources, Transportation and Lands, Research and Indigenous Legal Relations (“NATRIL”) Group

(3) expropriation counsel in the NATRIL Group, and

(4) all counsel in the Indigenous Legal Relations Bridging Unit (Litigation) in the NATRIL Group.

(5) litigation counsel in the Justice, Health and Revenue (“JHR”) Group

(6) litigation counsel in the Vancouver Group.

(ii) Solicitors (all counsel other than those under i(5) above) in the JHR Group, as a single block

(iii) All counsel in the Central Services Group, as a single block

- (iv) Solicitors (all counsel other than those under i(2), (3), (4) above) in the NATRIL Group, as a single block
- (v) Solicitors in the Vancouver Group, as a single block, except those solicitors who are primarily doing the work of one of the other Groups described above. Those solicitors will be included in the seniority block of the Group they are primarily doing the work of, regardless of their geographic location.

All counsel in agencies, boards, commissions, tribunals and secretariats: each will be its own individual block

1. ~~Ministry of Agriculture~~

~~Agriculture~~

~~— by licensed profession, by geographic location, as follows:—~~

~~Agricultural Engineers (Bio-Resources)~~

~~Agrologists~~

~~Animal Science~~

~~Economics~~

~~Entomology~~

~~Food Science~~

~~Plant Pathology~~

~~Plant Science~~

~~Soils Science~~

~~Engineers~~

~~Foresters~~

~~Geoscientists~~

~~Veterinary Science~~

2. ~~Ministry of Children and Family Development~~

~~— by licensed profession, by geographic location, as follows:—~~

~~Psychologists~~

3. ~~Ministry of Citizens' Services~~

~~— by licensed profession, by geographic location, as follows:—~~

~~Pharmacists~~

4. 3. ~~Ministry of Energy, Mines and Petroleum Resources~~

~~— by licensed profession, by geographic location, as follows:—~~

~~Agrologists~~

Civil Engineers
Electrical Engineers
Geological Engineers/Geoscientists-
Mineral Geology-
Petroleum Geology
Geophysical Engineers-
Mechanical Engineers
Mining Engineers-
Petroleum Engineers

4. — Ministry of Energy, Mines and Petroleum Resources—
— by licensed profession, by geographic location, as follows:

Agrologists-
Civil Engineers
Electrical Engineers
Geological Engineers/Geoscientists-
Mineral Geology-
Petroleum Geology
Geophysical Engineers-
Mechanical Engineers
Mining Engineers-
Petroleum Engineers

5. — Ministry of Environment and Climate Change Strategy

— by licensed profession, by geographic location, as follows:-

Agricultural Engineers
Agrologists
Biomedical Engineers
Chemical Engineers-
Civil Engineers-
Environmental Engineers-
Foresters
Geological Engineers-
Geophysical Engineers-
Geoscientists-
Hydrological Engineers-
Hydrological Geologists
Hydrogeological Engineers-
Mechanical Engineers-
Surveyors
Veterinarians

6. ~~Ministry of Forests, Lands, Natural Resource Operations and Rural Development~~

~~by licensed profession, by geographic location, as follows:-~~

~~Agricultural Engineers
Agrologists
Electrical Engineers
Civil Engineers
Foresters
Geological Engineers
Geophysical Engineers
Geologists
Geoscientists
Hydrological Engineers
Hydrological Geologists
Hydrogeological Engineers
Mechanical Engineers
Structural Engineers
Veterinary Specialist~~

7. ~~Ministry of Health~~

~~by licensed profession, by geographic location, as follows:~~

~~Engineers
Pharmacists
Psychologists~~

8. ~~Ministry of Indigenous Relations and Reconciliation~~

~~For employees classified as LSO1 to 5 (Licensed Science Officer) in Appendix A:~~

~~– By geographic location~~

9. ~~Ministry of Municipal Affairs and Housing~~

~~– by licensed profession, by geographic location as follows:~~

~~Engineers~~

10. ~~Ministry of Public Safety and Solicitor General~~

~~– by licensed profession, by geographic location, as follows:-~~

~~Engineers~~

11. ~~Ministry of Transportation and Infrastructure~~

– ~~by licensed profession, by geographic location, as follows:~~

~~Civil Engineers
Electrical Engineers
Geoscientists
Geotechnical/Geological/Geophysical Engineers
Mechanical Engineers
Structural Engineers~~

Renewal of:

- MOA 1 (MCL)
- MOA 2 (MCL)
- MOA 3 (MCL)
- MOA 4 (MCL)
- MOA 5 (MCL)
- MOA 6 (MCL)
- MOA 7 (MCL)
- MOA 8 (MCL)
- MOA 9 (MCL)

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, ~~2022~~ 2025. Such employees ~~are grand-parented~~ **have legacy status** 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 ~~17th~~ **18th** Main and Subsidiary Agreement.
- MOA #11 RE: RECRUITMENT AND RETENTION ADJUSTMENTS
*Note housekeeping: Appendix A to MOA #11: Petroleum Engineer and Geoscientists is now Energy and Climate Solutions (ECS); update 17th to 18th Main and Subsidiary Agreements
 - MOA 12 (MCL)
 - MOA 13 (MCL)
 - MOA 14 (MCL)
 - MOA 15 (MCL)
 - MOA 16 (MCL)
 - MOA 17 (MCL)
 - MOA 18 (MCL)
 - MOA 19 (MCL)

MEMORANDUM OF AGREEMENT #21

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.~~

Within the Licensed Science Officer (LSO) series, Professional Licensees, registered with their regulatory body in accordance with the bylaws of the regulatory body, are professionally licensed, within the scope(s) of practice as determined by their regulatory body.

A Professional Licensee may compete and hold positions of any classification requiring professional licenses, so long as the professional job duties are within the scope of their designated area of practice, as recognized by the regulatory body issuing the designation.

NOTE: ~~Temporary changes~~ **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:

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	Professional Governance Act	Agrology	Agricultural economics Apiculture Entomology Forest agrology Horticulture Pedology Plant pathology	(a) registered member (Professional Agrologist) or (b) agrologist-in-training or (c) agrologist with limited license (pending)
Architectural Institute of BC	Professional Governance Act	Architecture		(a) registered member (Registered Architect) or (b) student under articles
Association of Professional Engineers and Geo-scientists of BC	Professional Governance Act	Engineering and Geoscience	Aeronautical engineer Civil engineer Chemical engineer Electrical engineer Geological engineer Marine engineer Mechanical	(a) registered member (Professional Engineer or Geoscientist) or (b) engineer-in-training (EIT) or geoscientist-in-training (GIT) or

			engineer Metallurgical engineer Structural engineer Geoscientist	(c) professional licensee for engineering or geoscience (P.L.Eng and P.L.Geo)
Association of BC Professional Foresters	Professional Governance Act	Forestry	Silviculture Timber management	(a) registered member (Professional Forester or Registered Professional Forester) or (b) forester-in- training or (c) forester with limited license (pending) Member (British Columbia Land Surveyor)
Corporation of BC Land Surveyors	Professional Governance Act	Land Surveying		

MEMORANDUM OF AGREEMENT #22
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 is subject to renewal or made permanent by the parties.~~

Licensed Science Officers

~~Effective April 1, 2023,~~ The Employer ~~will have~~**has** 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 previously established under-implemented salary **grid levels 1A, 1B and 1C are listed in Addendum A.**

Article 32.04 does not apply to under-implemented positions. When an employee obtains their professional designation and moves into the full-working level LSO, the employee will

be moved to the minimum of the new range, or to the step which is closest to, but greater than, their current rate, whichever is greater.

The hiring rate of pay of under-implemented employee shall not be higher than the rate of pay for an existing employee in the same classification (under-implemented) or those at the full working level within the Ministry and geographic location with similar work experience, training, and education. Caution should be used when up-range hiring to ensure new employees do not surpass existing employee's rate of pay.

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. This will permit the appointment of the following types of candidates at the 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 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.

****Note: Due to professional requirement changes for psychologists, requiring doctorate level education, the Employer has studied and updated Psychologist classification standards. Those are provided to the PEA as updated versions reflecting the output of this work. The PEA agrees to these classification specifications as the updated official plan documents.***

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 underimplementation 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 193 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.

**Note: The Union agrees to withdraw its policy grievance dated May 01, 2023.*

MEMORANDUM OF AGREEMENT #23

Re: Legal Counsel placement on the range, annual merit increases, reclassification and annual licensing fees

In the event of conflict between a provision of this Memorandum of Agreement (MOA) and a provision in Article 3.05(a), Article 32.03(a) and 32.03(b), Article 32.04 Salary on Promotion or Position Reclassification and Article 33.02 Classification Appeal Procedure of the Main Agreement, this MOA prevails and the conflicting provision in the Article of the Main Agreement does not apply.

This MOA forms part of the main Collective Agreement and will for all purposes be treated as if it formed part of the body of the Collective Agreement. Placement on the range and annual merit increases:

Legal Counsel Level 1

This level is applicable to lawyers commencing their career as Legal Counsel with five (5) or fewer years of call to the bar, with the relevant experience. It is also applicable to lawyers with five or fewer years of relevant practice experience as a lawyer, if called to the bar for more than five years. Experience assessed as equivalent gained in this or another jurisdiction may be credited for hiring purposes for placement on the range. Conversely, experience assessed during the hiring process as less than equivalent may result in

placement in a lower step regardless of year of call. Annual merit increase within the salary range for LC1 (increment date) will occur on the first day of the pay period after April 1 based on satisfactory performance reviewed on an annual basis.

Legal Counsel Level 2

This level is applicable to lawyers between six (6) and eleven (11) years of call to the bar, with the relevant experience. It is also applicable to lawyers with six (6) to eleven (11) years of relevant practice experience as a lawyer, if called to the bar for more than eleven years. This level is the working level. Experience assessed as equivalent in this or another jurisdiction may be credited for hiring purposes for placement on the range. Conversely, experience assessed during the hiring process as less than equivalent may result in placement in a lower step, or classification, regardless of year of call. Annual merit increase within the salary range for LC2 (increment date) will occur on the first day of the pay period after April 1 based on satisfactory performance reviewed on an annual basis.

Legal Counsel Level 3

This Level is applicable to lawyers with twelve (12) or more years of call to the bar, with the relevant experience. Experience assessed in this or another jurisdiction as equivalent may be credited for hiring purposes for placement on the range. Conversely, experience assessed during the hiring process as less than equivalent may result in placement in a lower step, or classification, regardless of year of call. Annual merit increase within the salary range for LC3 (increment date) will occur on the first day of the pay period after April 1 based on satisfactory performance reviewed on an annual basis.

If the Legal Counsel was hired directly into Level 3, the effective date of the annual merit increase within the salary range (increment date) shall be the first day of the pay period after the Legal Counsel's anniversary date of appointment to the current position and based on a satisfactory performance reviewed on an annual basis.

1) Reclassifications of Legal Counsel Level 1, Legal Counsel Level 2 and Legal Counsel Level 3:

Effective the first day of the pay period after April 1 of each year:

- a) All Legal Counsel, who have successfully progressed to the top step of LC1 shall be reclassified to LC2 unless the Employer establishes that an individual Legal Counsel's work performance demonstrates that they are unlikely to be able to meet the criteria for LC2.
- b) All Legal Counsel, who have successfully progressed to the top step of LC2, shall be reclassified to LC3 unless the Employer establishes that an individual Legal Counsel's work performance demonstrates that they are unlikely to be able to meet the criteria for LC3.

Any disputes concerning entitlement to progress to LC2 or LC3 shall be subject to the grievance/arbitration process in Articles 8 and 9.

Legal Counsel who progresses from Level 1 to Level 2 or from Level 2 to Level 3 will enter at the lowest step of the respective level which provides a salary increase from their last salary level.

2) Legal Counsel Level 3B

No further Legal Counsel will progress to Level 3B.

Those Legal Counsel who are already in Level 3B on April 1, 2025, will continue in Level 3B. The effective date of the annual merit increase within the salary range (increment date) shall be the first day of the pay period after the Legal Counsel's anniversary date of appointment to the current position and based on a satisfactory performance reviewed on an annual basis.

3) Legal Counsel Level 4 – Senior Legal Counsel

Legal Counsel who are already an LC4 will continue to progress to the next step of the salary grid on the anniversary of the Legal Counsel's appointment to this classification, based on satisfactory performance reviews on an annual basis.

Legal Counsel who are appointed to Level 4 from a lower level will enter Level 4 at the lowest step which provides a salary increase from their last salary level. The effective date of the annual merit increase within the salary range (increment date) shall be the first day of the pay period after the Legal Counsel's anniversary date of appointment to the current position and based on a satisfactory performance reviewed on an annual basis.

4) Legal Counsel Licensing Fees

The Employer shall pay the annual Law Society of British Columbia practice fee in full on behalf of Legal Counsel. Legal Counsel who are hired after January 1 shall have their practice fees reimbursed on a prorated basis.

5) Level 4 Legal Counsel Postings The following shall apply:

- Level 4 Legal Counsel ("LC4") who have been appointed based on merit in accordance with Article 12 (which is deemed to include merit based LC4 appointments prior to Article 12 applying to LC4 appointments) shall constitute 3% of the total of all Legal Counsel who are included in the PEA ("Included Legal Counsel") and non-management Legal Counsel who are excluded from the PEA under s. 11 of the *Public Service Labour Relations Act*, RSBC 1996 c. 388 ("*PSLRA*") or because they do not come within the definition of "employee" in the *PSLRA*, which for clarity does not include Crown Counsel or lawyers at Crown corporations and which for the purposes of this memorandum does not include lawyers that are employed as a member of the staff of a court in British Columbia, but does include lawyers at the Risk Management Branch, Attorney General and Office of Legislative Counsel ("Excluded Legal Counsel").
- At no point will the number of LC4s who are Included Legal Counsel be below 3% of the total number of Included Legal Counsel. If the number of LC4s within the total number of Included Legal Counsel exceeds 3%, the Employer is not required to appoint more Excluded Legal Counsel to an LC4 position. In other words, the Employer can be below 3% of LC4s within the total number of Excluded Legal Counsel as long the employer maintains 3% within the total number of Included Legal Counsel and 3% overall.

- Further the Parties agree that any percentage to establish a position is rounded up to the whole number at 0.5 and above and rounded down to the whole number at anything below 0.5 such as 0.499.
- Any Legal Counsel that obtains a LC4 appointment through a meritorious process and subsequently receives a King's Counsel designation shall continue to be considered toward the total of merit-based appointments.
- The Employer shall make such postings as necessary to ensure that the percentage of 3% of the Included Legal Counsel and 3% overall is maintained and is not reduced for a period of longer than 180 days.

For clarity the 3% of the total number of Included Legal Counsel and 3% overall can be expressed through the following example:

Example: 300 total applicable staff, both Included Legal Counsel and Excluded Legal Counsel, would be provided 3% total merit LC4 positions or 9 positions total. Of the 300 total applicable staff 270 are included in the PEA so 3% would give them 8 LC4 positions and 1 would be provided for Excluded Legal Counsel.

LETTER OF COMMITMENT

November 24, 2025

Melissa Moroz
Executive Director
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~~ **18th** Main Agreement and, unless agreed to by the parties, the process will revert to the process set out in the ~~16th~~ **17th** 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.

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

(e) Where the parties are unable to agree pursuant to (c) above, and where (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~~9~~, 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
a/Executive Lead, Labour Relations and Total Compensation, BCPSA

*Letter to reside outside of the Collective Agreement

November 05, 2025

Ms. Melissa Moroz
Executive Director
Professional Employees Association

Dear Ms Moroz:

Re: First aid in remote settings

In response to the questions raised during bargaining of the 18th PEA Main and Subsidiary Agreements, related to first aid in remote settings for field work, the public service created the First Aid Assessment tool to comply with the November 2024 WorkSafeBC changes to first aid. The tool assesses the work, location, accessibility and defines the required level of training, equipment etc, in compliance with the WSCB regulation. The tool also provides a template plan for a workplace to create first aid procedures and transportation procedures in the field. The Employer commits to reviewing any concerns about completed assessments through the local Joint Occupational Health and Safety Committee or, if required, the Provincial Joint Safety Committee.

The Employer is committed to ensuring all employees have a safe and healthy work environment.

Yours truly

Korina Tsui
a/Executive Lead, Labour Relations and Total Compensation
BC Public Service Agency

**Letter to reside outside of the Collective Agreement*

February 28, 2026

Ms. Melissa Moroz
Executive Director
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 2025 vacation year.

Administration information notes:

Within 90 days of ratification, the employer shall create an email communication on this process to go to all staff. Employees will be required to submit their payout request within 14 days of the email communication to all staff.

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 reflected on employee T4's for the year in which the payout is received.

Yours truly

Korina Tsui
a/Executive Lead, Labour Relations and Total Compensation

**Note – Letter to reside outside of the Collective Agreement*

Letter of Commitment

November 26, 2025

Melissa Moroz
Executive Director
Professional Employees Association

Dear Ms. Moroz:

Re: Artificial Intelligence and Automated Work

The Employer acknowledges that there are many opportunities to improve service delivery for British Columbians with the thoughtful use of Artificial Intelligence (AI).

However, the Employer must carefully consider the risks and challenges that AI poses such as privacy and security concerns, data bias, fairness, and human rights issues.

Further, the Employer agrees that any introduction of AI that significantly impacts the bargaining unit workforce falls under Article 28 of the Main Agreement and Section 1 of the *Public Service Labour Relations Act*. Any triggering of the obligations under the collective agreement and of a statutory nature shall be fulfilled without unreasonable delay.

Sincerely,

Korina Tsui
a/Executive Lead, Labour Relations and Total Compensation
BC Public Service Agency

**Letter - Article 15 OVERTIME, SHIFT WORK AND STANDBY PROVISIONS FOR
REGULAR FULL-TIME EMPLOYEES (OSS) – To reside outside of the Collective
Agreement**

February 26, 2026

Melissa Moroz
Executive Director
Professional Employees Association

Dear Ms. Moroz:

Re: OSS change implementation

Effective January 01, 2027, employees may choose on a one-time basis to make a permanent selection that a 50% portion of OSS special compensation (OSS) shall be paid bi-weekly as an addition to basic pay for pension purposes only.

In order to implement the changes to the OSS process and payments, the Employer will need to adjust its payroll systems and create a new form as part of onboarding as well to capture current eligible employees' decisions.

The Employer will develop and provide a copy to the Union of a newly created OSS bi-weekly special compensation election form.

The OSS administration and notification of options will remain as per current practice. For clarity, this means eligible employees will receive an email directly and will be provided with the same amount of time to respond, and the same number of reminders before their options revert to the default. This will apply to currently eligible employees, as well as newly eligible employees.

Sincerely,

Korina Tsui
a/Executive Lead, Labour Relations and Total Compensation
BC Public Service Agency

Letter of Commitment

February 26, 2026

Melissa Moroz
Executive Director
Professional Employees Association

Dear Ms. Moroz:

Re: Work Schedules

The Employer acknowledges there is language under the PEA Main and Subsidiary Agreements regarding work schedules. Specifically, Article 13 – Hours of Work, contains provisions that upon mutual agreement at the local level an individual work unit may establish a work schedule that provides an earned day off.

Consistent with this language, the Employer agrees that ministry management designated at the local level will consider requests from individual work units to establish a modified work week schedule for the work unit.

Sincerely,

Korina Tsui
a/Executive Lead Labour Relations and Total Compensation
BC Public Service Agency

FOR REFERENCE PURPOSES ANCILLARY DOCUMENTS OUTSIDE OF THE MAIN AND SUBSIDIARY AGREEMENTS

The Parties agree the following ancillary documents to the Main and Subsidiary Agreements remain in effect:

- **MOA July 17, 2008, Re: Retention Incentive Payments Petroleum Geologists**
- **MOA December 09, 2008, Re: Veterinarians (as revised on October 26, 2022)**
- **MOA March 2009 and Renewal Letter April 26, 2012, Re: Retention Incentive Payments Inspector of Mines**
- **Letter October 17, 2016, Re: Article 38.02 Notice of Secondment**
- **Letter October 17, 2018, Re: Departure Questionnaire**
- **Letter January 23, 2019, Re: Rest Periods**

HOUSEKEEPING

- Housekeeping changes as required.
- Updates to table of contents and index as required.
- Update references to the 17th Main and Subsidiary Agreements to the 18th Main and Subsidiary Agreements as required.

- Updates to article numbers/references as required.
- Replace any reference to “Queen” throughout the Main to “King” and “her Majesty” to “his Majesty”.
- Where relevant and agreed-to by the bargaining principals, update Aboriginal to Indigenous where appropriate.
- Article 20.01 – Paid Holidays. Remove 20.01(c) – no longer required/relevant.
- Update names as required (e.g. Queen Charlotte City is now Daajing Giids).
- Add legal counsel and articling student salary grids to Addendum A – Subsidiary Agreement.
- Remove references to COLA throughout the agreement.
- Delete 30.04(c) from the list of linked clauses.
- Edit article 35.10(d)(ii): replace reference to “Information Appendix A, Clause 1.10” to “Information Appendix A, Clause 1.09 – Benefits Upon Layoff or Separation”.
- Delete 32.06 (c) (ii) – this is redundant to Information Appendices B and E.
- Update Information Appendices as required, including with regard to changes to STIIP and LTD, and changes to rates (by GWI) in Information Appendix E.
- Update Information Appendix D to strike 1.07 (c) & (d) to reflect the linked information with BCGEU.
- Where relevant, the parties agree to add hyperlinks to the agreement.
- Where relevant and agreed to by the bargaining principals, use of gender inclusive language throughout the agreement.
- MOA December 15, 2009 Voluntary Reduced Workweek Program is expired
- MOA Recognition of Prior Vacation Year upon Reemployment was added to the 18th Main agreement

2025 PUBLIC SECTOR WAGE INCREASES

MEMORANDUM OF AGREEMENT

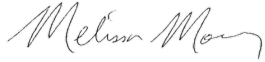
1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first 4 years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) that, in accordance with how GWIs are defined and calculated in this MOA, are paid out and exceed the sum of the GWIs that are paid out in the 18th PEA Agreement, the total GWIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal GWIs are equivalent.

2. The collective agreements listed in the appendix are excluded from consideration for the purposes of this MOA and cannot trigger an adjustment to the total GWIs paid out in the 18th PEA Agreement in accordance with paragraph 1.
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). The total cumulative nominal GWIs the PEA will receive over the term of the 4-year agreement is 12%.
4. The definition of a GWI, and what constitutes a GWI, for the purposes of this MOA, excludes wage and benefit redress/comparability adjustments; labour market adjustments; mid-contract compensation increases agreed to post-ratification flexibility allocations; policy funding that is not directly tied to a collective agreement; any compensation increases that are funded by equivalent collective agreement savings; and increases awarded through binding interest arbitration or grievance resolutions.
5. What constitutes a GWI and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat at the time the Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement.
6. This MOA will remain in effect for the term of the 18th PEA Agreement.

Appendix

The collective agreements listed below are excluded from consideration for the purposes of this 2025 Public Sector Wage Increases MOA and cannot trigger an adjustment to the total GWIs paid out in the 18th PEA Agreement in accordance with paragraph 1 of the MOA.

- a) Twentieth Main Public Service Agreement between the Government of the Province of British Columbia and the B.C. General Employees' Union (BCGEU);
- b) Health Services & Support Facilities Bargaining Association Collective Agreement between Facilities Bargaining Association and Health Employers Association of British Columbia;
- c) Collective Agreement between Health Employers Association of British Columbia and the Health Services and Support – Community Subsector Association of Bargaining Agents;
- d) Community Living Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions;
- e) Indigenous Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions;
or
- f) General Services Collective Agreement between the Community Social Services Employers' Association and the General Services Bargaining Association of Unions.



Melissa Moroz
Executive Director, PEA



Korina Tsui, BCPSA
a/Executive Lead, Labour Relations and
Total Compensation

Allison Westin
Bargaining Committee Member

David Bennett, AG
Chief of Legal Operations, LSB

Sarah Bevan
Bargaining Committee Member

Brigid McGoran Canil, MOTT
Director, Transportation Systems and Road
Safety Engineering

Kevin Contzen
Bargaining Committee Member

George Edney, FOR
Timber Sales Manager

Trevor Demerse
Bargaining Committee Member

Maria Molloy, AG
Group Supervisor, LSB

Tyler Dergousoff
Bargaining Committee Member

Kathryn Weicker, MOTT
Executive Director, Integrated
Transportation & Infrastructure Services

Susan Randle
Bargaining Committee Member

John Ginther, BCPSA
Director, Labour Relations

Mark Schuffert
Bargaining Committee Member

Ellen Hrad, BCPSA
Director, Labour Relations

Laura Jeffreys
Labour Relations Officer

Teresa Chow, BCPSA
Compensation Advisor

Andrea Mears
Labour Relations Officer

Linda Lee, BCPSA
Administrative Assistant

Dated this 12th day of March, 2026