

**MEMORANDUM OF SETTLEMENT**

**for the**

**SIXTEENTH MAIN AND SUBSIDIARY AGREEMENTS**

**between the**

**GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**BC PUBLIC SERVICE AGENCY**

**and the**

**PROFESSIONAL EMPLOYEES ASSOCIATION (PEA)**

**E&OE**

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

## ARTICLE 1 – PREAMBLE

### **1.10 Misuse of Managerial/Supervisory Authority and Bullying Between Peers (NEW)**

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

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

- **Vexatious behaviour by a person, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects a complainant’s dignity 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 Review and 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 last 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.

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 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 which will be completed without unreasonable delay and the findings of the investigation 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.

### 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. 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.**

CONSEQUENTIAL AMENDMENT: Delete Article 36.13 and Memorandum of Agreement #12

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

#### **3.05 Membership in Professional and Allied Associations, Etc.**

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

Regular employees who have completed their probationary period will be entitled to reimbursement in full of their annual licensing fee, upon application and presentation of a receipt (effective April 1, ~~2013~~ **2019**, not to exceed ~~2014~~ **the** fee schedule **as set on January 1, 2019**; effective April 1, 2014 not to exceed 2012 fee schedule).

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

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

#### **ARTICLE 4 – CHECK OFF OF UNION DUES**

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, and to forward to the Union the total amount of such dues or fees collected 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.

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 previous year. Such statements shall be provided to the employee prior to March 1 of the succeeding year.

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.**

#### **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 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 and work

telephone number of the new employee. **The employer shall provide the Union with a list of new employees on a monthly basis. The list will include the 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 and work telephone numbers in order that the Employer may meet its obligation in (b)(i) above.

## **ARTICLE 8 – GRIEVANCES**

### **8.01 Introduction**

The parties agree that grievances can frequently be resolved by discussion between the employee and an immediate supervisor. In the hope that disputes can be resolved amicably, discussions between the principals to any grievance shall be encouraged at each step. However, after a grievance has proceeded beyond the first step, such discussions will only occur with a union representative present.

**The Union agrees that, after the Union files the grievance at arbitration, the Union's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with any Ministry representative without the consent of the Public Service Agency**

### **8.10 Procedural Errors and Time Limits**

In the spirit of this Agreement, it is the intent of the parties that a grievance shall not be invalidated due to procedural errors provided such errors have no essential bearing on the substance of the grievance.

Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement in writing between the Union and the Employer. If the Union **(or the employer in the case of an employer grievance)** does not present a grievance to the next higher level within either the prescribed time limits or the agreed extended time limits, the grievance will be deemed to be forfeited.

## ARTICLE 10 – DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION

### 10.03 Removal of Documents

(a) Upon the employee's request, any disciplinary documentation shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued, provided there has not been any further infraction and provided it is not material to any pending disciplinary action.

(b) Notwithstanding the foregoing, disciplinary documentation respecting suspensions, professional competency, and formal employee appraisals, shall not be removed from the work record or personnel file of the employee.

**(c) Notwithstanding 10.03(b), disciplinary documentation respecting suspensions of less than five (5) days shall be removed from the work record or personnel file of the employee upon the employee's request and after five (5) years from the date it was issued, provided there has not been a further infraction.**

## ARTICLE 12 – SERVICE CAREER POLICY

**Important terms and conditions of employment are found in the *Public Service Act*.**

### 12.07 Transfers Without Posting

(a) Lateral transfers or voluntary demotions may be granted, without posting for:

~~(i) compassionate or medical grounds to regular employees who have completed their probationary period.~~ **Compassionate grounds include care for a family member.**

~~(ii) All employees who have become incapacitated by industrial injury or industrial illness.~~

(b) In such cases the Rehabilitation Committee established in Clause 12.05 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

(c) An employee whose spouse is also an employee and who is transferred pursuant to Clause 12.04, Article 37, or Memorandum of Agreement #2 (Privatization) may be considered for a lateral transfer or voluntary demotion to available vacancies.

### 12.09 Postings

- (a) Vacancies of a regular nature that are approved to be filled will be posted within a reasonable period of time. Such postings shall be throughout the Public Service unless limited by the Head of the BC Public Service Agency or their designate.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) 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.

### 12.10 Probation

The terms of an employee's period of probation will be as outlined in the *Public Service Act*.

## ARTICLE 13 – HOURS OF WORK

### 13.02 Work Schedules

Subject to Clause 13.01 of this Agreement:

- (a) The following guidelines for establishing work schedules shall apply:
  - (i) The regular work day shall not be longer than 10 hours, exclusive of meal period(s).
  - (ii) No employee shall work more than 14 days without a day of rest.
  - (iii) All work schedules shall indicate the regular starting and finishing times of each shift.
  - (iv) An employee shall give consent before being required to work split shifts.
  - (v) Where the hours of operation involve Saturday and/or Sunday work, days of rest shall be rotated on an equitable basis.
  - (vi) Where the hours of operation involve more than one shift, shift work shall be rotated on an equitable basis.
  - (vii) Upon mutual agreement, a work unit may establish a work schedule that provides an earned day off.

### 13.05 Scheduling of Earned Days Off (NEW)

The Employer will provide the Union with at least 60 days' notice before implementing this clause.



**Notwithstanding any existing hours of work agreement, where an employee's work schedule provides an earned day off, such scheduled earned days off shall be balanced, as determined by the Employer, throughout the days of the work week in the work unit for all new employees to improve service delivery when recommended by management and approved by an Assistant Deputy Minister or equivalent.**

**New employees are all of those employees, including existing bargaining unit employees, hired in the work unit after the notice is given. Scheduling of earned days off for new employees defined above will be determined by service seniority.**

**Once scheduled, an employee's earned day off will not be changed without mutual agreement with the employee.**

## **ARTICLE 24 – SPECIAL AND OTHER LEAVE**

### **24.08 General Leave**

- (a) The Employer may grant an employee leave of absence with pay for purposes other than those specified in the Agreement to a maximum total of 35 hours per calendar year.
- (b) 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, brother, sister, stepsibling, father-in-law, and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered immediate family.
  - (iii) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
  - (iv) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(v) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (i) above, the balance of the bereavement leave as provided in (i) above, if any, may be taken at the time of the ceremonial occasion.

(c) The Employer may grant an employee leave of absence without pay for purposes other than those specified in this Agreement.

Requests for leave under (a), (b) and (c) above will not be unreasonably denied.

### **24.13 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to ~~eight~~ **27** weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.03, there will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 30.

### **24.15 Leave Respecting Death of Child (NEW)**

**The Employer will provide a leave of absence without pay of up to 104 weeks to an employee respecting death of child under the same conditions as, and in accordance with, the *Employment Standards Act* even if the *Employment Standards Act* does not apply to the employee. Notwithstanding Clause 11.03, there will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 30.**

### **24.16 Leave Respecting Disappearance of Child (NEW)**

**The Employer will provide a leave of absence without pay of up to 52 weeks to an employee respecting disappearance of child under the same conditions as, and in accordance with, the *Employment Standards Act* even if the *Employment Standards Act* does not apply to the employee. Notwithstanding Clause 11.03, there will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 30.**

### **24.17 Extended Child Care Leave (NEW)**

**Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.03, the following conditions shall apply:**

**(a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 26—Maternity, Parental and Adoption Leave.**

**(b) The combined length of leaves under this clause and under Article 26 shall not exceed 18 months.**

**(c) The employee's return to work requirements of Clauses 26.08(b) and 26.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 26.09.**

**(d) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.**

#### **24.18 Donor Leave (NEW)**

**The Employer and the Union encourage employees to register as organ donors. Effective April 1, 2019, an employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.**

### **ARTICLE 25 – EDUCATION POLICY**

#### **25.02 Professional Training and Development**

(a) The parties to this Agreement recognize that there are two types of professional training **and development** programs, namely:

- (i) Formal ~~training~~ programs - which include credit courses at universities or colleges or through correspondence, leading towards a degree, diploma or certificate.
- (ii) Informal ~~training~~ programs - which include non-credit training **and development** in the form of seminars, workshops, conferences or portions of conferences with educational content, **conventions, symposiums,** short courses, correspondence courses and field trips. **These programs can include opportunities for an exchange of knowledge and experience with colleagues in the private and public sectors and other programs to keep up-to-date with knowledge and skills in employees' respective fields.**

(b) All training **and development** must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed in the Public Service. In both instances, the ~~Training~~ **training and development** must be directed towards an improvement of skills **or knowledge** which, in the Employer's opinion, are required **or beneficial** within the Public Service.

(c) The Employer agrees to consult with the Union to determine where ~~professional~~ training **and development** programs may be inadequate or inappropriate.

**(d) The Employer will meet with employees on an annual basis to discuss career or professional training and development, including any training and development required to maintain a professional licence. Training and development programs can include**

**opportunities outside of British Columbia.**

(~~d~~e) Where the Employer requires an employee to attend a training **and development** program the Employer shall bear the full cost of the employee's training **and development**, and where the program entails leave of absence, such leave of absence shall be with pay.

(~~e~~f) Where ~~a~~<sup>an</sup> employee ~~may~~ requests to attend a training **and development** program which is not required by the Employer, ~~t~~<sup>he</sup> Employer may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training **and development**.

(~~f~~g) The cost of an employee's training **and development**, referred to in (~~d~~e) and (~~e~~f) above, includes, where applicable:

- (i) tuition fees,
- (ii) entrance or registration fees,
- (iii) course-required books,
- (iv) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between home and the place of work),
- (v) necessary subsistence expenses, and/or
- (vi) other legitimate expenses approved by the Employer.

(~~g~~h) In the event that an employee on training **and development** receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus Employer support shall not exceed:

- (i) the employee's basic salary for the period of training **and development**, where leave of absence with pay or with partial pay is involved; and/or
- (ii) the actual cost of the training **and development**, where the Employer pays the full cost or shares part of the cost.

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

(~~h~~i) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training **and development** shall nullify any obligation of financial assistance by the Employer in connection with the training **and development**.

(~~i~~j) If, after the training **and development** period, an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Employer in connection with this training **and development**.

(~~j~~k) An employee granted leave of absence with pay or with partial pay for training **and development** purposes shall sign a statement to the effect that, on completion of the training **and development**, the employee shall remain in the employ of the Public Service for a period equivalent to three times the length of the training **and development** leave multiplied by the percentage of basic salary which was received during the training **and development**. Should the employee resign from the Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro-rata basis, the salary plus, if any, cost incurred

by the Employer in connection with this training and development. This article shall only apply to formal training programs in 25.02(a)(i).

(k) An employee granted leave of absence without pay for training and development purposes shall sign a statement to the effect that, on completion of the training and development, the employee shall remain in the employ of the Public Service for a period equivalent to the length of the training and development leave. Should the employee resign from the Public Service or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro-rata basis, the cost, if any, incurred by the Employer in connection with this training and development.

## ARTICLE 26 – MATERNITY, PARENTAL AND ADOPTION LEAVE

### 26.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth ~~the termination of the her pregnancy~~. Such notice will be given at least 10 weeks prior to the expected date of birth ~~the termination of the pregnancy~~.
- (c) The period of maternity leave ~~shall~~ may commence up to thirteen weeks prior to the expected date of birth. ~~six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~
- (d) If an employee is absent because they are not able to perform their full duties within the six weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.
- (d) ~~The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~
- (e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

## 26.02 - Parental Leave

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

Such leave request must be supported by appropriate documentation.

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

## 26.03 Benefit Waiting Period

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

#### 26.04 Benefit Waiting Period Allowance

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

**(b)** **An employee who qualifies for and takes leave pursuant to Clause 26.01 or 26.02 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.**

#### 26.05 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 26.01, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan, as set out in Letter of Understanding #1. In order to receive this allowance, the employee must provide to the Employer proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

#### 26.06 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 26.02, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, **for those who opt for standard parental leave,** the **standard** parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks **standard** parental leave allowance between them.

(c) **Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would**

**have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.**

- (d) **Once the standard or extended parental leave weekly top up allowance is set, it will not be changed.**

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

## **26.07 Pre-Placement Adoption Leave**

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

The leave may be taken intermittently and only for the purpose of:

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

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

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

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

## **26.08 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 26.01, 26.02, and 26.07 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 26.09 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.



## **26.09 Deemed Resignation**

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

## **26.10 Entitlements Upon Return to Work**

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

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

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

## **26.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment**

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

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

## **26.12 Benefits Upon Layoff**

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

### **LETTER OF UNDERSTANDING #1 Supplemental Unemployment Benefit Plan**

#### **A. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN MATERNITY LEAVE**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Clause 26.01.
2. The maximum number of weeks for which SUB Plan benefits are payable is 17 weeks.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

## **B. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN PARENTAL LEAVE**

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Clause 26.02.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks **for those who opt for standard parental leave.**

**For those who opt for extended parental leave, the maximum number of weeks for which SUB Plan benefits are payable is 61 weeks and the amount of those payments is equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance.**

3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except supplementation of Employment Insurance Benefits for the period of unemployment as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

## **ARTICLE 29 – CONTRACTING OUT**

### **29.01**

The Employer and the Union share a common desire to afford the broadest possible opportunity for professional development to employees. To this end, opportunities for professional development afforded by project or duration work shall be offered to employees to the greatest extent possible, recognizing that some measure of redeployment of the professional work force may be involved. To the same end, the Employer will, to the greatest degree practicable, minimize the contracting out of work requiring services normally provided by the employees.

~~The Union agrees that it shall be the responsibility of~~ **Where an employee is aware of opportunities available from project or duration work,** the employee ~~may~~<sup>may</sup> bring to the attention of the Employer's representative responsible for such project or duration work the professional expertise available to meet the needs of such work, and further to propose reasonable alternatives for deployment of the professional work force where such is necessary.

## **29.02 (NEW)**

- (a) **The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees, except in accordance with the following:**
- i. **Article 36.07;**
  - ii. **Memorandum of Agreement # 2 – Privatization;**
  - iii. **Memorandum of Agreement # 6 – Re: Devolution/Transfer of Ministry of Children;**
  - iv. **Memorandum of Agreement # 7 – Re: BC Mental Health Society;**
  - v. **Memorandum of Agreement #8 – Re: Alternative Service Delivery (ASD);**
  - vi. **Memorandum of Agreement #9 – Early Retirement Incentive Plan and Voluntary Departure Program for Privatization; and**
  - vii. **Memorandum of Agreement #15 – Clause 36.07/MOA#2 (Privatization)/MOA #8 (ASD).**

## **ARTICLE 30 – HEALTH AND WELFARE**

### **30.02 Extended Health Care Plan**

The Employer shall pay the regular premium for regular employees and their dependants entitled to coverage under a mutually acceptable extended health care plan. An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes ~~six~~ **three** months' service with the Government.

In relation to the above clause:

(1) Coordination of Benefits

- Effective April 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

(2) Waiting Period

- Effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of 6 full calendar months of regular employment to the 1<sup>st</sup> of the month following 3 full calendar months from their date of regular employment.

(3) Lifetime Maximum

- Effective April 1, 2019, increase the extended health lifetime maximum from \$500,000 to \$3 million per person, which includes coverage for out of province or out of country medical emergencies.

(4) Chiropractic, Naturopathic, Podiatry and Acupuncture services

- Effective January 1, 2021, increase the maximum annual limit for chiropractic services from \$200 for an individual or \$500 for a family for each practitioner to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for naturopathic services from \$200 for an individual or \$500 for a family for each practitioner to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for podiatry services from \$200 for an individual or \$500 for a family for each practitioner to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for acupuncture services from \$200 for an individual or \$500 for a family for each practitioner to \$500 per person.

(5) Counselling Services

- Effective April 1, 2019, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the current combined maximum of \$500 per family per calendar year for counselling services.

(6) Physiotherapy Services

- Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.

(7) Eye Examinations

- Effective January 1, 2020, increase eye examinations from the current maximum of \$75 to \$100 maximum every 24 months for adults who are 19 years or older.

### 30.03 Dental Plan

The Employer shall pay the regular premium for regular employees and their dependents entitled to coverage under a mutually acceptable dental plan, which shall provide:

- (a) Part A – 100% coverage
- (b) Part B – 65% coverage
- (c) Part C – 55% coverage

An employee is eligible for coverage under the Dental Plan the first of the month following the month in which the employee completes ~~six~~ **three** months of service with the Government. ~~An employee is eligible for orthodontic services under Part C after 12 months' continuous participation in the plan.~~ Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

### 30.04 Group Life

- (a) The Employer shall provide to all regular employees a mutually acceptable group life insurance

plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$80,000 ~~\$100,000~~. **The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix F – Employee Basic Life Insurance.**

The Employer shall pay 100% of the premium on the base minimum as set out above, and the employee shall pay the premium for any insurance over the base minimum. Regular employees shall, as a condition of employment, enrol in the ~~group life insurance plan~~ **Employee Basic Life Insurance** and shall ~~complete the appropriate payroll deduction authorization forms~~ **have the appropriate taxable benefit and, if applicable, premium from their pay.**

**(b) The employer shall offer the following optional plans for employees to purchase through payroll deduction:**

- **Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);**
- **Optional Life Insurance for employee, spouse and dependent children;**
- **Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.**

~~(b) The group life plan shall include the following provisions for accidental dismemberment:-~~

- ~~(i) loss of both hands or feet – the principal sum;-~~
- ~~(ii) loss of sight of both eyes – the principal sum;~~
- ~~(iii) loss of one hand and one foot – the principal sum;-~~
- ~~(iv) loss of one hand or one foot and sight of one eye – the principal sum;-~~
- ~~(v) loss of one hand or one foot – one half the principal sum;-~~
- ~~(vi) loss of sight of one eye – one half the principal sum.~~

~~(c) The parties agree to implement an Advanced Payment Program for the terminally ill employee under the same circumstances that apply to the majority of unionized employees in the Public Service, as described in Information Appendix F.~~

### **30.11 Coverage on Layoff**

Regular employees shall be entitled to maintain coverage under the health and welfare plans stipulated in Clauses 30.01, 30.02, 30.03 and 30.04 for a maximum period of ~~three~~ **six** consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

### **30.13 Health Spending Account (NEW)**

**Effective January 1, 2020, a Health Spending Account (HSA) shall be provided in the amount of \$250 per calendar year for employees who are covered for benefits under Article 30.02 Extended Health Care Plan. The HSA will be subject to Canada Revenue Agency rules and requirements, including its definition of eligible expenses.**

**ARTICLE 31 - WORK CLOTHING**

(a-c) MAINTAIN CURRENT LANGUAGE

(d) Regular employees who are required by the Worksafe BC OH&S Regulations or the Employer to wear caulk boots or safety-toe footwear shall be entitled to be reimbursed for:

(i) safety-toe footwear: effective April 1, 2019, \$143.77 biennially upon production of a receipt; effective April 1, 2020, \$146.64 biennially upon production of a receipt; and effective April 1, 2021, \$149.58 biennially upon production of a receipt; ~~up to \$133.50 once every two years effective date of ratification, upon production of a receipt; and effective April 1, 2016, \$136.50 biennially upon production of a receipt; and effective April 1, 2018, \$140.95 biennially upon production of a receipt; and~~

(ii) caulk boots: effective April 1, 2019, \$199.26 biennially upon production of a receipt; effective April 1, 2020, \$203.24 biennially upon production of a receipt; and effective April 1, 2021, \$207.31 biennially upon production of a receipt; ~~up to \$185 once every two years effective date of ratification, upon production of a receipt and effective April 1, 2016, \$189.85 biennially upon production of a receipt; and effective April 1, 2018, \$195.35.~~

**ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES**

**32.06 – Travel and Relocation Expenses**

(a-b) MAINTAIN CURRENT LANGUAGE

(c) (i) Distance allowance for all kilometres travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have a personal vehicle at work for use in the performance of the employee's duties.

(ii) The following rates shall apply:	<b>Current Rate</b>	<b>Effective April 1, 2016</b>	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>	<b>Effective April 1, 2020</b>	<b>Effective April 1, 2021</b>
Meal Allowances						
Breakfast	<del>\$11.75</del>	<del>\$12.00</del>	<del>\$12.00</del>	<u>\$12.25</u>	<u>\$12.50</u>	<u>\$12.75</u>
Lunch	<del>\$13.50</del>	<del>\$13.80</del>	<del>\$14.00</del>	<u>\$14.25</u>	<u>\$14.50</u>	<u>\$14.75</u>
Dinner	<del>\$22.75</del>	<del>\$23.25</del>	<del>\$24.00</del>	<u>\$24.50</u>	<u>\$25.00</u>	<u>\$25.50</u>

Vehicle Allowances

Effective April 1, 2013.....	\$0.52 per km
<b>Effective April 1, 2016</b>	<b>\$0.53 per km</b>
<b>Effective April 1, 2018</b>	<b>\$0.54 per km</b>
<b>Effective April 1, 2019</b>	<b>\$0.55 per km</b>

**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:

The allowance shall be pro-rated for partial months. For the Level 3	<del>Effective- Mar 29/09</del>	Effective- April 1, 2016	Effective- April 1, 2018	<u>Effective April 1, 2019</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
per biweekly period	<del>\$55</del>	<del>\$56</del>	<del>\$58</del>	<u>\$59.16</u>	<u>\$60.43</u>	<u>\$61.55</u>

Level 2	<del>Effective- Mar 29/09</del>	<u>Effective- April 1, 2016</u>	<u>Effective- April 1, 2018</u>	<u>Effective April 1, 2019</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
per biweekly period	<del>\$43</del>	<u>\$44</u>	<u>\$45</u>	<u>\$45.90</u>	<u>\$46.82</u>	<u>\$47.74</u>

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

- (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.



### 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: ~~\$30 per day~~ **effective April 1, 2019 - \$30.60 per day; effective April 1, 2020 - \$31.20 per day; and, effective April 1, 2021 - \$31.85 per day.** An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period

### 32.18 Medical/Dental Travel Allowance

- (a) Employees in areas where adequate medical and dental facilities are not available may have to travel to the nearest medical center to receive medical and dental care for the employee, their spouse, dependent child or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. Employees who are on leave as a result of the foregoing circumstances shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of ~~\$500 effective April 1, 2008~~ **\$1,000 effective April 1, 2019 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.

## 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 ~~70¢, per working hour to a maximum of \$49.00 per bi-weekly pay period;~~ **and effective April 1, 2016, 72¢ per working hour to a maximum of \$50.40 per bi-weekly pay period; and effective April 1, 2018, 74¢ per working hour to a maximum of \$51.80 per bi-weekly pay period. Effective April 1, 2019, 75¢ per working hour to a maximum of \$52.50 per**

**bi-weekly pay period, Effective April 1, 2020, 77¢ per working hour to a maximum of \$53.90 per bi-weekly pay period and Effective April 1, 2021, 79¢ per working hour to a maximum of \$55.30 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.

### **35.12 Auxiliary Conversion**

The Employer agrees to meet with PEA representatives to review the circumstances of the auxiliary employees named in the list provided by the PEA as specified below:

- (a) the review date shall occur ~~on~~ **around** April 1<sup>st</sup> each year;
- (b) those employees whose work is of a continuous nature at that time shall be converted to regular status and shall have their seniority date adjusted to the following May 1<sup>st</sup>. Such adjustment shall be for future application only.

**For the purposes of this provision, the Employer will provide the PEA with a list of current auxiliary employees at the request of the PEA within the two months leading up to April 1<sup>st</sup>.**

## **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 ~~official~~ duties, the Employer agrees:
  - (i) Not to seek indemnity against an employee whose actions in the performance of those ~~official~~ 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 ~~approved~~ 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.**
- (c) **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 ~~proper~~ 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 a reasonable ~~assumption~~ to conclude that the employee ~~will~~ ~~might~~ be the object of legal action-; **or**
  - (v) When the employee receives notice of any legal proceeding of any nature or kind.**

### **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 ~~\$600~~ **\$612 effective April 1, 2019; up to \$624 effective April 1, 2020; and up to \$636 effective April 1, 2021.**
- (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 ~~\$150, April 1, 2016 – \$153; and April 1 2018 – \$158~~ **\$161.16, April 1, 2019; \$164.38, April 1, 2020; and \$167.67, April 1, 2021,** 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.

## ARTICLE 38 - SECONDMENT

### 38.02 Notice of Secondment

The Employer agrees to make every effort to provide an employee with four weeks' written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

**Ministries will copy the Executive Director of the Union on all notices of secondments.**

#### Letter

October 17, 2018

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. Scott McCannell:

#### **Re: Article 38.02 Notice of Secondment**

Further to our agreement in bargaining regarding the provision of correspondence to the PEA Executive Director, the Parties agree that the notice that is provided to the Union will include pertinent details related to the secondment but not the actual secondment agreement itself. The pertinent details will include:

- Name and location of receiving organization,
- Secondment time period, including start and end date,
- The management representative in the receiving organization to whom they will report,
- Nature of work or services provided.

The BC Public Service Agency will issue policy direction to ministries that they must copy the Executive Director of the Union on all notices of secondments effective April 1, 2019. The policy direction will include templates for such correspondence.

The Parties acknowledge that the PSA does not control or issue *Notice of Secondment* correspondence to employees. Both Parties understand that this will be a matter of ongoing education to meet the terms of the notice requirement, but the PSA commits to taking the necessary steps to ensure that ministries are aware of the commitment made in bargaining.

Sincerely,

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

## **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, 2022 and thereafter until a new agreement is reached or until a strike or lockout occurs.

### **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, 2022 and thereafter until a new agreement is reached or until a strike or lockout occurs.

## **ADDENDUM A – SUBSIDIARY AGREEMENT**

### **Compensation Increases**

Increase rates of pay for classifications listed in Addendum A starting the first pay period after the following dates:

- April 1, 2019                      2.0%
- April 1, 2020                      2.0%
- April 1, 2021                      2.0%

### **Salary Grid Change**

Establish a new step 7 for Grid Ranges 1 and 2. The value of the new step is:

- April 1, 2019 – Step 6 plus an additional \$130 annually.
- April 1, 2020 – the new Step 7 plus an additional \$250 annually.
- April 1, 2021 – the new Step 7 plus an additional \$260 annually.

Establish a new step 7 for Grid Ranges 3 to 6 for all current positions where the existing step 7 does not apply as listed in ASSIGNMENTS OF CLASSIFICATIONS TO SALARY GRID. The

value of the new step is:

- April 1, 2019 – Step 6 plus an additional \$130 annually.
- April 1, 2020 – the new Step 7 plus an additional \$250 annually.
- April 1, 2021 – the new Step 7 plus an additional \$260 annually.

Establish a new step 8 for Grid Ranges 3 to 6 for all current positions where the existing step 7 does apply as listed in ASSIGNMENTS OF CLASSIFICATIONS TO SALARY GRID. The value of the new step is:

- April 1, 2019 – Step 7 plus an additional \$130 annually.
- April 1, 2020 – the new Step 8 plus an additional \$250 annually.
- April 1, 2021 – the new Step 8 plus an additional \$260 annually.

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

CONSEQUENTIAL AMENDMENT: Delete Memorandum of Agreement #18

**ADDENDUM A – SUBSIDIARY AGREEMENT  
ASSIGNMENTS OF CLASSIFICATIONS TO SALARY GRID**

Effective May 1, 2020, the Employer will establish a new classification level of Pharmacist 5 at Grid Level 6B.

*With the following added to the assignments of classifications to salary grid in Addendum A:*

<b>Classification Title</b>	<b>Grid Level</b>	<b>Access to Step 7</b>
Pharmacist 5	6	Yes

*And add a Pharmacist 5 (Grid 6B) to the Classification Plan - Job Evaluation Standard as follows:*

Class Definition

Positions at this level supervise and/or manage Pharmacist 4 Specialists; and function as Pharmacist consultants under the general direction of (a) senior Ministry official(s) on pharmacy matters related to various types of health care facilities.

Typical Duties

Include managing a work unit and providing technical, administrative and policy direction and supervision to Pharmacist 4 and other Pharmacists or program staff; training and assisting in the selection of staff; attending various meetings and conferences; maintaining current knowledge of applicable procedures by reviewing literature; acting as consultant, and carrying out on-site inspections of health care facilities on all aspects of pharmacy operations; advising, making recommendations to senior Ministry officials, health care

agencies and facilities on all facets of pharmacy operations including standards, controls, organization, drug distribution systems, purchasing, drug utilization, clinical pharmacy, and drug information; acting as a resource person on new pharmacy programs and facility design; participating in special surveys and studies; serving as Ministry representative on various committees regarding pharmacy matters; performing other related duties as required.

*And make the consequential amendment to Pharmacist 4 (Grid 5) in the Classification Plan - Job Evaluation Standard as follows:*

Class Definition

Positions at this level function as Pharmacist consultants under the general direction of (a) senior Ministry official(s) or **Pharmacist 5** on pharmacy matters related to various types of health care facilities.

Typical Duties

Include acting as consultant, and carrying out on-site inspections of health care facilities on all aspects of pharmacy operations; advising, making recommendations to senior Ministry officials, health care agencies and facilities on all facets of pharmacy operations including standards, controls, organization, drug distribution systems, purchasing, drug utilization, clinical pharmacy, and drug information; acting as a resource person on new pharmacy programs and facility design; participating in special surveys and studies; serving as Ministry representative on various committees regarding pharmacy matters; performing other related duties as required.

**APPENDIX B – EXCLUSIONS**

**ADD TO EXISTING APPENDIX B LIST**

**December 9, 2014 (Housekeeping)**

**Ministry of Transportation and Infrastructure**

**Director, Structural Engineering, Highways Department, Engineering Branch**

**Director, Electrical Engineering, Highways Department, Engineering Branch**

**Director, Environmental Services, , Highways Department, Engineering Branch**

**Director, Geotechnical Engineering, Highways Department, Engineering Branch**

**Director, Traffic and Highway Safety Engineering, Highways Department, Engineering Branch**

**Director, Highway Design and Survey Engineering, Highways Department, Engineering Branch**

**June 21, 2018 (NEW)**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

**Manager, Forest Carbon Initiative and Integrated Planning, Office of the Chief Forester**

## **MEMORANDUM OF UNDERSTANDING**

### **MOA #1-18**

Memoranda of Agreement #1-18 are renewed or modified as agreed by the parties.

### **MOU #1**

MOU #1 in the 15<sup>th</sup> Master Agreement expires.

### **LETTERS OF UNDERSTANDING #1-2**

All Letters of Understanding in the 15<sup>th</sup> Master Agreement are renewed or modified as agreed by the parties.

### **APPENDICES A-D**

All Appendices in the 15<sup>th</sup> Master Agreement are renewed or modified as agreed by the parties.

### **INFORMATION APPENDICES A-H**

All Information Appendices in the 15<sup>th</sup> Master Agreement are renewed or modified as agreed by the parties.

### **LETTERS**

All letters signed by the parties during the last round of bargaining expire unless renewed or modified as agreed by the parties.

## **AD HOC MEMORANDA OF AGREEMENT**

Renew the following for the term of the 16<sup>th</sup> Master Main Agreement (to remain outside collective agreement):

**MOA dated October 7, 2008 respecting - “Recognition of Prior Vacation Year upon Re-employment”.**

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



## 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, ~~2013~~ **2019**. Such employees are grand-parented with the provisions of this memorandum.

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

2. This Memorandum does not apply to regular employees who are normally subject to lay off 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 years regulars are entitled to displace less than 3 years 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 years regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
7. Regular employees with more than three years service seniority who are placed pursuant to this Memorandum shall have their salary protected pursuant to Clause 32.12 of the ~~Master~~ **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 ~~15th~~ **16th** ~~Master~~ **Main** and Subsidiary Agreement.

**MEMORANDUM OF AGREEMENT #11**  
**Re: Recruitment and Retention Adjustments**

**Appendix A to MOA 11**

Year 1

- Effective April 1, 2019 – LSO 3 Engineer (DPE) will receive an additional 0.5% RRA increase to a total of 6.0%
- Effective April 1, 2019 – LSO 4 Engineer (DPE) will receive an additional 0.5% RRA increase to a total of 6.0%
- Effective April 1, 2019 – LSO 5 Engineer (DPE) will receive an additional 0.5% RRA increase to a total of 6.0%

Year 2

- Effective April 1, 2020 – LSO 3 Engineer (DPE) will receive an additional 0.5% RRA increase to a total of 6.5%
- Effective April 1, 2020 – LSO 4 Engineer (DPE) will receive an additional 0.5% RRA increase to a total of 6.5%
- Effective April 1, 2020 – LSO 5 Engineer (DPE) will receive an additional 0.5% RRA increases to a total of 6.5%
- Effective May 1, 2020 – Pharmacist 5 will receive a 3.0% RRA

Year 3

- Effective April 1, 2021 – LSO 3 Geologist will receive a 3.0% RRA
- Effective April 1, 2021 – LSO 4 Geologist will receive a 3.0% RRA
- Effective April 1, 2021 – LSO 5 Geologist will receive a 3.0% RRA

**MEMORANDUM OF AGREEMENT #17**  
**Re: Mental Health**

**The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace and, as such, will continue to adhere to all applicable statutes, policies, guidelines, and regulations pertaining to the promotion of mental health. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program.**

**The Employer and Union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace through an ongoing process of continual improvement.**

**The Employer will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.**

**MEMORANDUM OF AGREEMENT (NEW)**  
**Re: Early Retirement Incentive Plan - For LTD employees**

**A. Early Retirement Incentive Plan (ERIP)**

1. **An Early Retirement Incentive Plan will be developed and offered to employees who:**
  - (a) **are in receipt of Long Term Disability Benefits, under the Totally Disabled Any Occupation provision;**
  - (b) **are at least 55 years of age at the time of the offering;**
  - (c) **have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,**
  - (d) **are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.**
  
2. **For employees meeting the above criteria and subject to the Employer's approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employees salary as at the date of disability. The ERIP payment may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.**
  
3. **Employees who receive the ERIP will not be eligible for benefits from Article 32.09 Retirement Allowance and Pre-Retirement Leave.**
  
4. **The Employer will consult with the Union with respect to timing and duration of the program.**
  
5. **The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.**

**B. Miscellaneous**

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

**Letter**

January 8, 2019

Mr. McCannell  
Executive Director

Dear Mr. McCannell:

**Re: Early Retirement Incentive Plan**

This letter confirms the parties agree to jointly promote the Early Retirement Incentive Plan (ERIP) and send a letter promoting ERIP to eligible employees who are in receipt of Long Term Disability Benefits under the Totally Disabled Any Occupation provision during the term of the 16<sup>th</sup> Master Agreement. The parties will send such letter as early as January 2019 and each year following during the term of the agreement.

The parties commit to assess the progress of the ERIP program and explore ways to increase its up-take during the term of the 16<sup>th</sup> Master Agreement.

Sincerely,

Alyson Blackstock  
Executive Director, Labour Relations & Total Compensation

**MEMORANDUM OF AGREEMENT (NEW)**

**Re: Dual Postings**

**A representative of the BCPSA will meet with a representative of the PEA twice a year to discuss Dual Posted positions which have been posted as a competition through the BCPSA's recruitment system. The Employer will provide the Union with a list of all Dual Posted positions which have been posted through the BC Public Service Agency (BCPSA) recruitment system 60 days prior to the scheduled meeting.**

**The PEA will then provide the BCPSA with a list of positions to be discussed at least 30 days prior to the meeting. The BCPSA will review the list and provide the PEA with any known information on the outcome of the competitions at least 10 days prior to the meeting.**

**This Memorandum remains in force and effect for the terms of the 16<sup>th</sup> Main and Subsidiary Agreement.**

**MEMORANDUM OF AGREEMENT (NEW)**

**Re: Professional Training**

**In situations where continuing professional development is a requirement of a position or required to ensure ongoing professional designation required by the position, the Employer commits to providing support in terms of funding and providing leaves with pay in accordance with Article 25.02(e). To be clear, the Employer reserves the right to determine the appropriate venue and means in achieving this training.**

**This Memorandum remains in force and effect for the term of the 16<sup>th</sup> Main and Subsidiary Agreement.**

**INFORMATION APPENDIX A**

**Short-Term Illness and Injury and Long-Term Disability**

**PART I**

**SHORT TERM ILLNESS AND INJURY PLAN**

**1.01 Eligibility and Entitlement**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days' coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days' entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a ~~maximum weekly benefit of \$413, or the EIC maximum weekly sickness benefit, whichever is higher.~~
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, the employee shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in section 1.02. **Such leave period will run concurrent with the related STIIP period.**
  - (i) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
  - (ii) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by

the WCB, less any voluntary deductions and those employee deductions referenced in (i) above.

- (iii) If net take-home pay as calculated in (ii) above is less than the employee would receive if the employee had continued to work, the employer will top up so there is no difference in net take home pay.
  - (iv) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on the part-time percentage of full-time employment at date of present appointment.
- (f) For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a pro-rated basis.**
- (g) The maximum six-month period identified in Information Appendix A, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits pursuant to the Main Agreement 35.1031.12.**

## 1.02 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury the employee will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short Term Plan Period).
- (b) The 75% benefit may be supplemented, **at the employee's option**, at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:
  - (i) Accumulated sick leave credit under the old sick leave plan;
  - (ii) Compensatory time off (CTO) where Article 15 is not applicable to that employee.
  - (iii) Banked earned time off (ETO), excepting where scheduled in a shift schedule;
  - (iv) Unused pre-retirement leave pursuant to Article 14 or unused time off where an employee has elected time off pursuant to Article 15 and such time off has not been paid out;
  - (v) **Earned vacation entitlement**:-
  - (vi) **Unearned vacation entitlement to a maximum of 70 hours.**

## 1.03 Recurring Disabilities

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

**consecutive scheduled work days before taking another day for the same illness or injury.**

- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled **days of work** ~~work days~~ again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six-month period of benefits under this plan except as provided in (d) below, ~~where the short term plan period shall continue to be as defined in section 1.02(a).~~
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short term plan period shall continue to be as defined in section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the short term plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in section 1.02(a), if absence is due to the same illness or injury.
- (f) Scheduled days of work, as noted in (a), (b) & (c) above, shall mean days where the employee is actually at work.**

#### **1.04 Doctor's Certificate of Inability to Work**

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

- (a) a medical practitioner qualified to practice in the Province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (i) ~~where it appears that a pattern of consistent or frequent absence from work is developing;~~
  - (ii)(i)** where the employee has been absent for six consecutive scheduled days of work;



- (ii) **on the 3<sup>rd</sup> (or more) separate absence occurring in a 6 month period which may indicate a pattern of concern;**
- (iii) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period **and there is a reason to believe the employee's prognosis has changed.**

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment. **Effective April 1, 2020, the employee will be reimbursed, upon production of receipt, for 50% of the cost of all of the medical certificates referenced above.**

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **1.06 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay
- (b) engaged in an occupation for wage or profit
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work
- (d) serving a prison sentence
- (e) on suspension ~~without pay~~
- (f) on paid absence in the period immediately preceding retirement
- (g) on any leave of absence without pay

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (i) education leave,
  - (ii) general leave of absence not exceeding 30 days,
  - (iii) maternity leave, parental leave or adoption leave which prevents the employee from returning to work on the scheduled date of return, the short term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work.
- (h) not actively engaged in a treatment program where the employee's physician determines it appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

## **1.07 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of an inability to report to work because of illness or injury.

The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

## ~~1.08 Entitlement~~

~~For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.~~

## **1.091.08 EIC Premium**

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

## **1.101.09 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to section 1.01(c), 1.01(d), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

~~The maximum six-month period identified in Information Appendix A, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits pursuant to Master Agreement 31.12.~~

## **PART II LONG TERM DISABILITY PLAN**

## **2.02 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including

periods approved in section 1.03(a) and (c), the employee shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and section 2.06 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
  - (i) 70% of the first ~~\$2,300~~ **\$2,700.00** of monthly earnings; and
  - (ii) 50% of the monthly earnings above ~~\$2,300~~ **\$2,700.00**.

For the purpose of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the Short Term plan period, or an equivalent six-month period.

**As of April 1, 2022 annual increases to (b)(i) will be calculated by applying a percentage increase equivalent to the annual percentage general wage increase for all employees under the collective agreement. It is understood that the adjustment in (b)(i) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and that Information Appendix A, 2.18 Benefit level will not also apply at the time the benefit level is set.**

- (c) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns, or dies, whichever occurs first.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. **Employees also remain eligible for Article 32.09 – Retirement Allowance and Pre-Retirement Leave provided the employee has completed 20 years of service prior to receipt of long term disability benefits and they otherwise meet the requirements of Article 32.09.** Employees will not be covered by any other portion of the collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine-month access period.

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

### **2.03 Total Disability**

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of the employee's own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:
  - (i) in the employee's own occupation, or
  - (ii) in a job other than the employee's own occupation.

Where accommodation has been made which enables an employee to return to work the employee will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 32.12 at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than the employee's own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of the employee's own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

- (b) ~~Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other illnesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where the employee is at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.~~

During a period of total disability an employee must be under the regular and personal care

of a legally qualified doctor of medicine.

(c) (i) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment where they are unable to perform the principle duties of their previous classification, the employee may earn in combination with benefits from this Plan up to 100% of the employee's earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(ii) If an employee is able to perform the principle duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from the Plan, up to 100% of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by the employee's doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings- **if the monthly earnings are in excess of \$200 per month.**

(iii) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

~~(iv)~~(iv) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of section 2.02(a), the provisions of section 2.03(c)(i) shall not apply until the employee is receiving a benefit under section 2.02(b).

## **2.04 Exclusions from Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

(a) War, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;

- (b) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of the employee's regular occupation;
- (c) ~~Intentionally self-inflicted injury or illness;~~

## 2.05 Pre-Existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an ~~accident, sickness or mental or nervous disorder~~ **illness or injury** with respect to which medical treatment, services or supplies were received in the 90-day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned ~~accident, sickness or mental or nervous disorder~~ **illness or injury** with respect to which medical treatment, services or supplies were received. This Article does not apply to present employees who have been continuously employed since April 1, 1987 **for a period of five years immediately preceding this claim.**

## 2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose **illness or injury, sickness, mental or nervous disorder** is the basis of claim under this Plan.

## PART III REHABILITATION

In the event that a regular employee becomes incapacitated through accident or sickness and is unable to perform all the duties of the employee's own occupation, the following shall apply:

- (a) For the purpose of this Article incapacity shall mean where the employee is unable to perform all the duties of the employee's own occupation as defined in section 2.03(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application **to the Rehabilitation Committee** ~~for alternative suitable employment (PSERC 7)~~. An employee who fails to:
  - (i) sign the application form;
  - (ii) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;
  - (iii) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

- (c) The application shall be completed and returned to the ~~Ministry who shall~~ **Secretary to the Rehabilitation Committee** within 10 work days ~~forward the application to the Secretary~~. The Committee members shall be provided with copies of the application.
- (d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
- (i) if the application is properly before the Committee;
  - (ii) based on the assessment, determine whether the employee is immediately capable of performing modified, alternate or rehabilitative employment;
  - (iii) if no to (ii) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
  - (iv) in considering modified, alternative or rehabilitative employment, the committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:
    - (1) modification of the duties of the employee's job;
    - (2) flexibility in scheduling hours of work within existing hours of operation;
    - (3) provision of technical or mechanical aids.
  - (v) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful and the employee is therefore able to perform the duties of a gainful occupation, the employee shall be subject to Article 37 of the Master Agreement excluding displacement options pursuant to Clause 37.07.
- (e) (i) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services determines it is medically appropriate to do so.
- (ii) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c) and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Information Appendix A.
- (g) Where the Ministry has concerns with a recommendation made in accordance with (d)(iv) above, the concern will be reviewed with the Rehabilitation Committee.

**INFORMATION APPENDIX B**  
**Board and Lodging and Relocation Expenses and Travel Expenses**

**PART I**  
**BOARD AND LODGING REGULATIONS**

**1.01 Board and Lodging Allowances**

(a-d) MAINTAIN CURRENT LANGUAGE

(e) Per diem living allowance:

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

- (1) Where employees would otherwise be entitled to travel status under subsection (3) or board and lodging supplied under subsection (4), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.
- (2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging were supplied by the Employer.
- (3) Where employees are entitled, the per diem living allowance will be ~~\$ 35.50 (effective April 1, 2016 - \$38.50, effective April 1, 2018 \$40.50)~~ effective April 1, 2019 \$41.30; effective April 1, 2020 \$42.15; and effective April 1, 2021 \$42.95, per day for each calendar day in the month (This will be paid via the payroll (subject to income tax)...

**PART II**  
**RELOCATION EXPENSES**

**2.03 Living Expenses Upon Relocation At New Location**

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee not accompanied by dependants at the new location a living allowance ~~\$25~~ \$25.50 effective April 1, 2019; \$26.00 effective April 1, 2020; and \$26.50 Effective April 1, 2021, per day up to a maximum of 30 days, or
- (b) The Employer shall pay an employee accompanied by dependants at the new location a living allowance of ~~\$30~~ \$30.60 effective April 1, 2019; \$31.20 effective April 1, 2020; and \$31.80 effective April 1, 2021, per day up to a maximum of 60 days.



## 2.04 Moving of Household Effects and Chattels

(b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of ~~\$60,000~~ **\$61,000 effective April 1, 2019; \$62,500 effective April 1, 2020; and \$63,500 effective April 1, 2021.**

(e) When an employee is being relocated and opts to move the employee's own household effects and chattels the employee shall receive one of the following allowances:

- (1) ~~\$500~~ **\$510 effective April 1, 2019; \$520 effective April 1, 2020; and \$530 effective April 1, 2021** for a move not exceeding a distance of 240 kilometres;
- (2) ~~\$800~~ **\$815 effective April 1, 2019; \$830 effective April 1, 2020; and \$850 effective April 1, 2021** for a move which exceeds a distance of 240 kilometres;
- (3) ~~\$250~~ **\$255 effective April 1, 2019; \$260 effective April 1, 2020 and \$265 effective April 1, 2021** where the employee is entitled to receive the amount pursuant to 2.07(d).

## 2.05 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have the mobile home moved by the Employer in either of the following circumstances:
  - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
  - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- b) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:
  - (1) moving of single wide mobile trailer or home up to the maximum width allowed on highway with a permit including any skirting, cabanas or attachments.  
Where mobile homes in excess of the above are involved, the Employer will pay:
    - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
    - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of ~~\$5,000~~ **effective April 1, 2019 \$5,100; effective April 1, 2020 \$5,200 and effective April 1, 2021 \$5,300.**
  - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of ~~\$60,000~~ **effective April 1, 2019 \$61,000; effective April 1, 2020 \$62,500 and effective April 1, 2021 \$63,500.**
  - (3) the setting up and levelling of a mobile home or double wide at the new location to a maximum of ~~\$600~~ **effective April 1, 2019 \$610; effective April 1, 2020 \$620 and effective April 1, 2021 \$635** upon production of receipts.

- (4) The packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of ~~\$2,500~~ **effective April 1, 2019 \$2,550; effective April 1, 2020 \$2,600 and effective April 1, 2021 \$2,650** upon production of receipts.
- (d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of 2.04 and 2.10.

## **2.06 Moving of Personal Vehicles Upon Relocation**

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable may be driven, in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle trailer, where applicable may be shipped by rail or boat in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares, for the vehicle and trailer with or without load.

## **2.07 Incidental Expenses on Relocation**

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

- (a) When an employee purchases a private dwelling house in the new location -~~\$600~~ **effective April 1, 2019 \$610; effective April 1, 2020 \$620; and effective April 1, 2021 \$635.**
- (b) When an employee is moving to rental accommodation in the new location -~~\$300~~ **effective April 1, 2019 \$305; effective April 1, 2020 \$310; and effective April 1, 2021 \$315.**
- (c) When an employee is moving with a mobile home -~~\$200~~ **effective April 1, 2019 \$205; effective April 1, 2020 \$208; and effective April 1, 2021 \$210.**
- (d) When an employee is moving to room and board -~~\$150~~ **effective April 1, 2019 \$153; effective April 1, 2020 \$156; and effective April 1, 2021 \$159.**

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable

housing becoming available.

## **2.08 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one month's notice shall be given. Where less than one month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.09 Requested Relocation by Employee**

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

## **2.10 Real Estate and Legal Fees**

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

- (a) Reimbursement of fees, to a maximum of ~~\$8,500 effective April 1, 2001, effective April 1, 2016 \$8,700, effective April 1, 2018 \$8,900~~ **effective April 1, 2019 \$9,075, effective April 1, 2020 \$9,255 and effective April 1, 2021 \$9,440** charged by a real estate agency for the selling of the employee's private dwelling home in which the employee resided immediately prior to relocation.
- (b) An employee, who has sold a private dwelling house without the aid of a realtor, shall be entitled to claim ~~\$2,000~~ **effective April 1, 2019 \$2,040, effective April 1, 2020 \$2,080, and effective April 1, 2021 \$2,120.**
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of a private dwelling house in which the employee lives after relocation will be paid in accordance with the following:
  - 1% of the first \$50,000 of the purchase price.
  - 0.5% of any amount of the purchase price above \$50,000
  - The total cost to the Employer under part (c) shall not exceed, ~~\$1000, effective April 1, 2016 \$1025; and effective April 1, 2018 \$1050.~~ **effective April 1, 2019 \$1070, effective April 1, 2020 \$1090 and effective April 1, 2021 \$1110.**
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e. foundation poured) the employee shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

## **PART III**

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

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

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

- (a) Real estate commission fees not to exceed ~~\$15,000~~ **effective April 1, 2019 \$15,300, effective April 1, 2020 \$15,600 and effective April 1, 2021 \$15,900.** Where a claim is made under this section, there shall be no entitlement to Information Appendix B 2.10(a).
- (b) Except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed ~~\$200~~ **effective April 1, 2019 \$205, effective April 1, 2020 \$208 and effective April 1, 2021 \$212** and mortgage prepayment penalty, if any.
- (c) Survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location.
- (d) Interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which the employee resided immediately prior to relocation is not sold.

## **INFORMATION APPENDIX D Auxiliary Employees Disability Insurance**

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

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

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

1.03 The benefit waiting period in each case of illness will be ~~147~~ calendar days. This means that benefits will be paid from the ~~15<sup>th</sup>~~ 8<sup>th</sup> day of illness.

1.04 – 1.06 MAINTAIN CURRENT LANGUAGE

## INFORMATION APPENDIX F

### Advance Payment of Group Life Benefits-~~Employee Basic Life Insurance~~

The Employee Basic Life Insurance shall include the following provisions:

1. Accidental Dismemberment and Loss of Sight with the following benefits:

- Loss of both hands or feet – the principal sum;
- Loss of sight of both eyes – the principal sum;
- Loss of one hand and one foot – the principal sum;
- Loss of one hand or one foot and sight of one eye – the principal sum;
- Loss of one hand or one foot – one half of the principal sum;
- Loss of the sigh of one eye – one half of principal sum.

2. Advance Payment of Group Life Benefits **for Terminally Ill Employees**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 30.04 are as follows:

1. • Death must be “expected” within 24 months. The employee’s attending physician will be required to provide sufficient medical information, including, employee’s diagnosis and prognosis, to allow the group life insurance carrier to assess life expectancy.
2. • Requests for advance payments must be in writing.
3. • Authorization from the Employer must be submitted with the employee’s request.
4. • The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. • A signed release will be obtained from the insured employee prior to payment being made. A release is not required from the designated revocable beneficiaries as they have no legal rights to the life insurance proceeds until after the insured’s death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

## INFORMATION APPENDIX H

November 30, 2004–Public Service Agency Guideline

Re: Professional Employee Recognition

Leave for Meritorious Service in Response to Emergencies

The following guideline establishes a government-wide approach to granting regular full-time

professional employees leave for meritorious service in response to emergencies:

1. If the deputy minister responsible for the Provincial Emergency Program, in consultation with the deputies of the ministries directly impacted by an emergency situation, gives written approval to activate the recognition process, regular full-time professional employees who perform duties outside their normal responsibilities will earn leave entitlement calculated on the following basis:

- One (1) hour for every hour worked above and beyond normal work hours during the regular work week; and
- One (1) hour for every hour worked on a day of rest.

2. **Once the recognition process has been activated, the period of compensation will include the two weeks prior to the effective date of the activation. Compensation for that two-week period will be the same as set out in 1, above.**

23. Time off shall be taken by mutual agreement subject to operational requirements. Any time remaining as of March 31 of the following calendar year shall be paid out.

34. Leave entitlement as calculated above shall not be grievable, but will be reviewed by the ministry involved upon employee request.

## **MEMORANDUM OF AGREEMENT**

### **Re: Veterinarians**

Increase the Qualifications Differential as described below:

Year 1

- Effective April 1, 2019 – increase Level 1 annual allowance by \$2,000 to a total of \$4,000.
- Effective April 1, 2019 – increase Level 2 annual allowance by \$5,000 to a total of \$10,000.

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**Letter**

October 18, 2018

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell

**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. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without precedence basis.
- This would include archived vacation, up to and including the 2018 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in March 2019.
- 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 payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by March 31, 2019.

Sincerely,

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

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**Letter**

January 8, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell

**Re: Career Laddering Program**

The PEA has raised the concept of a Career Laddering Program. The parties agree to establish a committee to discuss a Career Laddering Program and its potential application to PEA members in the public service. The committee may consider topics such as career development paths, career ladder criteria, available grid ranges, and application and assessment processes in their discussions. The committee shall consist of at least three, but not more than five, representatives from each the management and the union. The parties agree that this committee cannot take any steps that may involve increases to compensation that would require the approval of the Public Sector Employers’ Council Secretariat.

The committee will initially meet prior to May 1, 2019. The committee will work together to assess the potential benefits for both parties and may make joint recommendations regarding a potential Career Laddering Program to the parties by October 1, 2021.

This letter expires March 31, 2022 unless the parties agree to renew.

Sincerely,

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

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**Letter**

October 17, 2018

Mr. Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell:

**Re: Departure Questionnaire**

The Employer will consult with the Union in the development of a questionnaire to identify the reasons that employees depart the public service due to resignation, lay off, retirement, termination or any other reason. The Employer will offer the survey to departing employees, and will share the aggregated results of the questionnaire with the Union on an annual basis.

Sincerely,

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

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**Letter**

October 17, 2018

Mr. McCannell  
Executive Director

Dear Mr. McCannell:



**Re: Gender Neutral Review**

The parties agree to review the agreement prior to finalization with a view to updating gender neutrality as appropriate. For example, to ensure the utilization of nongender terms such as "them", "they", and "their" in place of "he", "she", "him", and "her", where appropriate.

Sincerely,

Alyson Blackstock  
Executive Director, Labour Relations & Total Compensation

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**Letter**

October 5, 2018

Ms. Alyson Blackstock  
Executive Director, Labour Relations & Total Compensation  
BC Public Service Agency

Dear Ms. Blackstock:

**Re: Master to Main**

The parties agree to refer to the agreement as the "16<sup>th</sup> PEA Main and Subsidiary Agreement" and that the parties will review the agreement prior to finalization with a view to updating references of the "Master" to the "Main".

Sincerely,

Scott McCannell  
Executive Director, PEA

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**Letter**

January 23, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. Scott McCannell:

**Re: Rest Periods**

This letter is to confirm the employer's interpretation regarding rest periods under Article 13.01 Hours of Work in the PEA Collective Agreement.

Within the 35 average weekly hours, employees are entitled to the equivalent of two 15-minute rest periods per day. Given the flexible nature of PEA work hours, employees may take these breaks on a flexible basis, based on operational considerations. For greater clarity, this letter does not entitle employees to additional compensation and unused daily breaks cannot be banked for future use.

Sincerely

Alyson Blackstock  
Executive Director, Labour Relations & Total Compensation  
BC Public Service Agency

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**LETTER OF COMMITMENT**

January 25, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell:

**Re: Article 2.03 Exclusions**

**The parties have agreed to make the following changes to the exclusion approval process. This will be a pilot project for the term of the 16<sup>th</sup> Main Agreement and, unless agreed to by the parties, the process will revert to the process set out in the 15<sup>th</sup> Master 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.**

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

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

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

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

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

**(i) The Parties agree that if, prior to March 31, 2022, 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,**

**Alyson Blackstock**

**Executive Director, Labour Relations and Total Compensation, PSA**

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## **LETTER OF COMMITMENT**

January 23, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell

### **Re: Scientific Integrity**

This will confirm our agreement to form a joint committee to discuss scientific integrity. The committee shall consist of up to four appropriate representatives of each management and the union. The parties agree that the Professional Reliance Review and its recommendations will not form part of these discussions.

The parties will make joint recommendations to the Deputy Ministers Committee on Natural Resources. Should the parties not agree on joint recommendations, the Employer will put forward the PEA's position on any areas of disagreement along with its position.

Discussions will commence by the end of September 2019. This letter expires March 31, 2022 unless the parties agree to renew.

Sincerely,

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

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## **LETTER OF COMMITMENT**

January 23, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell

### **Re: Professional Reliance Task Force**

The Professional Reliance Review and its recommendations are part of government's broader goals and mandate commitments for natural resource management. The Union and the Employer agree there is value of having discussions regarding the implementation of the recommendations and its impact on employees.

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

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

### **TERMS OF REFERENCE**

#### *Scope and Purpose*

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

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

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

### *Membership and Engagement*

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

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

### *Meeting Framework and Frequency*

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

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

### *Outcome*

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

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

This letter of commitment and duration of the Task Force expires at the completion of the joint final report and no later than the end of the 16<sup>th</sup> Main Agreement.

Sincerely,

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

## LETTER OF COMMITMENT

January 25, 2019

Scott McCannell  
Executive Director  
Professional Employees Association

Dear Mr. McCannell

### **Re: Qualification Review for Positions Classified as Licensed Science Officer - Other**

To support greater data integrity of positions, the Employer will conduct a qualification review of all employees occupying positions currently classified as “Licensed Science Officer (LSO) – Other”. The outcome of this review is to have the individual employees allocated to classifications that align with their professional designations. For example, an individual who is currently in a position classified as LSO 3 – Other and is a Registered Professional Forester will be moved to the classification of LSO 3 Forester. This will improve data integrity to support talent management priorities, such as succession planning.

Furthermore, the Employer and the Union will work together during this qualification review to ensure employees occupying positions specifically identified by the Union are appropriately reviewed.

For clarity, this qualification review is not a classification review and therefore, no change to salary grid levels will occur as a result of this review.

The effective date for classification movement under this qualification review will be April 1, 2020.

To ensure continued data integrity, the Employer will conduct a yearly review of any individuals allocated to the Licensed Science Officer – Other classification.

Sincerely,

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

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

---

Scott McCannell  
Executive Director

---

John Babineau  
Bargaining Committee Member

---

Christine Bieber  
Bargaining Committee Member

---

Laura Bolster  
Bargaining Committee Member

---

Edmond Margawang  
Bargaining Committee Member

---

Melissa Moroz  
Labour Relations Officer

---

Marc Schuffert  
Bargaining Committee Member

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

---

Alyson Blackstock, BCPSA  
Executive Director

---

Ian S. Brown, FLNRO  
Deputy Director

---

Teresa Chow, BCPSA  
Office Clerk

---

Sharon Cohen, BCPSA  
Compensation Specialist

---

Gary Farnden, TRAN  
Chief Bridge Engineer

---

Louise Hanson, FLNRO  
Business Manager

---

Amanda Merritt, BCPSA  
Director



---

Jeff Stone  
Bargaining Committee Member

---

Sherri Norman, BCPSA  
Employee Relations Specialist

---

Carol Whittome, BCPSA  
Senior Labour Relations Specialist

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**