

**MEMORANDUM OF AGREEMENT
(SUBJECT TO RATIFICATION)**

BETWEEN

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE
BC PUBLIC SERVICE AGENCY

AND THE

PROFESSIONAL EMPLOYEES ASSOCIATION

The Parties agree to recommend for ratification to their respective principals the attached amendments to form the 13th Master and Subsidiary Agreements. Unless otherwise agreed to be amended, all clauses in the 12th Extension Master and Subsidiary Agreements will remain unchanged.

Also included are confirmations respecting other matters agreed to by the Parties.

SIGNED BY THE PEA:

SIGNED BY THE BCPSA:

Jodi Jensen
Bargaining Committee Member

Bill Carragher
A/Director, Labour Relations Branch, BCPSA

Tony Bute
Bargaining Committee Member

Nancy Davis
Senior Labour Relations Specialist, BCPSA

Jim Annunziello
Bargaining Committee Member

Michelle Charbonneau
Labour Relations Specialist, BCPSA

Kathy Bisset
Bargaining Committee Member

Dave Duncan
Regional Director, Ministry of Transportation

Brian Chow
Bargaining Committee Member

Wally Eamer
Director, Ministry of Agriculture & Lands

Frank Kohlberger
Bargaining Committee Member

Christine Houghton
Deputy Director, Ministry of Environment

Julie Orban
Bargaining Committee Member

Jim Langridge
Director, Ministry of Forest and Range

Gerald Reichenback
Bargaining Committee Member

**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 **full-time** 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 (**not to exceed 2005 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.

Note: Regular Part-time employees will continue to be entitled to reimbursement to a maximum of \$200.00.

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

16.06 Types Overtime and Rates of Compensation

Increase reimbursement in (a)(iv) as follows:

\$14.25 (effective beginning of 1st pay period following date of signing)
\$14.50 (effective April 1, 2007)
\$14.75 (effective March 30, 2008)
\$15.00 (effective March 29, 2009)

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

17.02 Shift Premium for Full-Time Employees

Increase premiums as follows:

(b)and (c):

\$1.20 per hour (effective beginning of 1st pay period following date of signing)
\$1.25 per hour (effective April 1, 2007)
\$1.30 per hour (effective March 30, 2008)
\$1.35 per hour (effective March 29, 2009)

(d):

\$1.30 per hour (effective beginning of 1st pay period following date of signing)
\$1.35 per hour (effective April 1, 2007)
\$1.40 per hour (effective March 30, 2008)
\$1.45 per hour (effective March 29, 2009)

17.03 Shift Premium for Part-Time Employees

Increase premiums as follows:

(a):

\$1.20 per hour (effective beginning of 1st pay period following date of signing)
\$1.25 per hour (effective April 1, 2007)
\$1.30 per hour (effective March 30, 2008)
\$1.35 per hour (effective March 29, 2009)

(b):

\$1.30 per hour (effective beginning of 1st pay period following date of signing)
\$1.35 per hour (effective April 1, 2007)
\$1.40 per hour (effective March 30, 2008)
\$1.45 per hour (effective March 29, 2009)

ARTICLE 21 – ANNUAL VACATIONS

21.02 New Employees

- (a) Maintain current language
- (b) Subject to Clause 21.04, any unused vacation earned during the first partial year will be paid to the employee on the **second pay day of the subsequent** year.

March 27, 2006

Jodi Jensen
Executive Director
Professional Employees Association
1001 Wharf St Ste 201
Victoria BC V8W 1T6

Re: Archived Vacation

The PEA agreement allows the carryover of 5 days unused vacation up to a maximum of 10 days. Vacation not taken in excess of this is “archived” and may not be cashed 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 give 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 2005 vacation year.

Administration Information Notes:

- TSS will create an email communication on this process to go to all staff in November 2006.
- Once an employee has logged in and authenticated, he/she will be presented with their respective balance and yes/no option which will create a payroll transaction line once there is a commitment to a yes (for a full payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2006.

Yours truly,

Bill Carragher
A/Director

ARTICLE 24 - SPECIAL AND OTHER LEAVES

24.01 Leaves for Union or Licensing Body Activity

- (a) Union representatives who are employees shall be granted leave of absence without pay in order to attend short special membership or Executive meetings of the Union. The Union shall provide the Employer with advance notice of not less than 24 hours.
- (b) The Employer recognizes the value to it of active participation of the employee in the activities of the employee's appropriate licensing body, and will not unreasonably withhold leave of absence for such participation. Such leave of absence will not entail any loss of the employee's regular salary.
- (c) Leave of absence with pay **shall, subject to operational requirements**, be granted to an employee to attend annual conferences of the appropriate licensing body. **The Employer may reimburse an employee for the cost of attendance, including entrance or registration fees and necessary travel expenses.**

New **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 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.

ARTICLE 26 – MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

26.10 Entitlements Upon Return to Work

- (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 and its waiting period, providing:
- (i) the employee returns to work for a period of not less than six months; and
 - (ii) the employee has not received parental allowance pursuant to Clause 26.06; and
 - (iii) the employee was employed prior to March 28, 2001.

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

ARTICLE 31 – WORK CLOTHING

- Amend (d)(i) and (ii) to increase allowance by \$1.50 per year of the agreement.
- Balance of Article 31 – maintain current language

ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES

32.01 – Salaries

Year 1 (effective April 2, 2006):

- Rates of pay outlined in Addendum A to this Agreement increased by 2.5% plus
- One time payment to be distributed as follows providing Memorandum confirming tentative agreement subject to ratification is signed prior to midnight March 31, 2006:
 - \$1.05 per hour for current regular and auxiliary employees (as of March 31, 2006) for all hours paid at the straight time rate for the period from April 1, 2004 to and including March 31, 2006 (subject to statutory deductions).
 - Notwithstanding the above, periods of leave without pay for union leave, **Parental Leave, Pre-Adoption Leave** and STIIP absences shall be included for purposes of this one time payment. Periods of time for ~~maternity, parental, pre-adoption leaves~~ and LTD shall also be included where employees have returned to work by March 31, 2006.
 - Any residual lump sum money to be allocated following further discussion.

Year 2 (effective April 1, 2007):

- Rates of pay outlined in Addendum A to this Agreement increased by a further 2.5%

Year 3 (effective March 30, 2008):

- Rates of pay outlined in Addendum A to this Agreement increased by a further 2.7%

Year 4 (effective March 29, 2009):

- Rates of pay outlined in Addendum A to this Agreement increased by a further 2.6%; plus
- One time payment contingent upon fiscal performance in 2009/10. Payment following the end of the 2009/10 fiscal year based on the bargaining unit's share of the budget surplus in excess of \$150 Million (to a maximum of \$300 Million to be shared).

Addendum A – New Salary Grid

GRID RANGE	New Step	STEP	Annual	Bi-weekly	Hourly
1	1		38,809.14	1,487.55	21.2507
	2	1	40,555.03	1,554.47	22.2067
	3	2	42,379.98	1,624.42	23.2060
	4	3	44,287.11	1,697.52	24.2503
	5	4	46,279.81	1,773.90	25.3414
	6	5	48,472.35	1,857.94	26.5420
2	1		46,473.65	1,781.33	25.4476
	2	1	48,564.45	1,861.47	26.5924
	3	2	50,749.69	1,945.23	27.7890
	4	3	53,033.55	2,032.77	29.0396
	5	4	55,419.93	2,124.24	30.3463
	6	5	58,045.30	2,224.87	31.7839
3	1		51,658.90	1,980.08	28.2869
	2	1	53,982.94	2,069.16	29.5594
	3	2	56,412.11	2,162.27	30.8896
	4	3	58,950.60	2,259.57	32.2796
	5	4	61,603.62	2,361.26	33.7323
	6	5	64,521.71	2,473.11	35.3301
	7	6*	67,360.75	2,581.93	36.8847

GRID RANGE	New Step	STEP	Annual	Bi-weekly	Hourly
4	1		55,359.41	2,121.92	30.3131
	2	1	57,849.89	2,217.38	31.6769
	3	2	60,453.08	2,317.16	33.1023
	4	3	63,173.41	2,421.43	34.5919
	5	4	66,016.10	2,530.39	36.1484
	6	5	69,143.43	2,650.26	37.8609
	7	6*	72,185.70	2,766.87	39.5267

5	1		61,252.72	2,347.81	33.5401
	2	1	64,008.53	2,453.44	35.0491
	3	2	66,888.79	2,563.84	36.6263
	4	3	69,898.71	2,679.21	38.2744
	5	4	73,044.04	2,799.77	39.9967
	6	5	76,504.26	2,932.40	41.8914
	7	6*	79,870.57	3,061.43	43.7347

6	1		66,629.72	2,553.91	36.4844
	2	1	69,628.17	2,668.84	38.1263
	3	2	72,761.75	2,788.95	39.8421
	4	3	76,035.96	2,914.45	41.6350
	5	4	79,457.57	3,045.60	43.5086
	6	5	83,221.21	3,189.86	45.5694

* Step 6 (Temporary Market Adjustment) effective April 1, 2003

Note: The above Salary Grid incorporating a new entry level Step 1 wage rate is based on the current salary grid. Annual general increases agreed to in the tentative Thirteenth Master and Subsidiary Agreements are not yet incorporated.

32.06 Travel and Relocation Expenses

Increase allowances in (c)(ii) as follows:

<u>Meal Allowances</u>	Effective beginning of 1 st pay period following date of signing	Effective Apr 1/07	Effective Mar 30/08	Effective Mar 29/09
Breakfast	\$10.75	\$11.00	\$11.25	\$11.50
Lunch	\$12.50	\$12.75	\$13.00	\$13.25
Dinner	\$21.50	\$21.75	\$22.00	\$22.25

Vehicle Allowances

Effective beginning of 1st pay period following date of signing: 47¢ per km
Effective April 1, 2007: 48¢ per km
Effective March 30, 2008:..... 49¢ per km
Effective March 29, 2009:..... 50¢ per km

32.14 Special Vacation Transportation Subsidy for Severely Isolated Locations

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

32.15 Occupational First Aid Requirements

Increase allowances in (b) as follows:

Level 3	Effective beginning of 1 st pay period following date of signing	Effective Apr 1/07	Effective Mar 30/08	Effective Mar 29/09
per biweekly period	\$52	\$53	\$54	\$55

Level 2	Effective beginning of 1 st pay period following date of signing	Effective Apr 1/07	Effective Mar 30/08	Effective Mar 29/09
per biweekly period	\$40	\$41	\$42	\$43

32.16 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:
 - (i) Employer endorsed education, training and career development activities, or
 - (ii) Employer sponsored activities

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to \$60 per day upon production of a receipt.

- (b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

32.18 Medical/Dental Travel Allowance

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 \$350 (\$450 effective April 1, 2007; \$500 effective April 1, 2008) per calendar year.

New **32.19 Travel Expense Reimbursement**

The Employer shall provide for the direct deposit (electronic funds transfer) of travel expense reimbursement in a participating chartered bank, trust company or credit union of the employee's choice. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

ARTICLE 33 - CLASSIFICATION AND RECLASSIFICATION

33.01 Classification and Evaluation Plan

The "Licensed Science Officer" Classification and Evaluation Plan which was jointly developed by the parties will not be amended except with the mutual agreement of the parties to this Agreement.

The parties agree to review the Licensed Science Officer Classification and Evaluation Plan during the life of the 13th Master Agreement.

ARTICLE 35 - AUXILIARY EMPLOYEES

35.03 In-Service Status for Applying for Regular Positions

- (a) Auxiliary employees who have successfully completed **30 days (210 hours)** will be recognized as in-service applicants when applying for regular positions.

35.06 Health and Welfare

Amend (a) as follows:

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:

61¢ (effective beginning of 1st pay period following date of signing)

62¢ (effective April 1, 2007)

63¢ (effective March 30, 2008)

64¢ (effective March 29, 2009)

per working hour, up to a maximum of

\$42.70 (effective beginning of 1st pay period following date of signing)

\$43.40 (effective April 1, 2007)

\$44.10 (effective March 30, 2008)

\$44.80 (effective March 29, 2009)

per biweekly pay period.

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 **April 1st** 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 1st**. Such adjustment shall be for future application only.

ARTICLE 36 - GENERAL

36.07 Transfer of Employees Out of the Bargaining Unit

When the parties are made aware that employees will be transferred out of the Public Service bargaining unit to a corporation, board, agency, or commission, a joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be

recognized as in-service applicants when applying for regular positions in Government for a period of **two years** from the effective date of the transfer. This Clause does not cover secondment of employees.

MEMORANDUM OF AGREEMENT
Between
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
As Represented by the
BC PUBLIC SERVICE AGENCY (BCPSA)
and
THE PROFESSIONAL EMPLOYEES ASSOCIATION (PEA)

Re: Clause 36.07 and Memorandum of Agreement #2 and MOA re ASD

The Parties agree to apply the following provisions to employees who accept an offer of continued employment with another Employer as referenced in Clause 36.07 or Memorandum of Agreement #2 and Memorandum of Agreement re ASD.

1. In-Service Status

A regular employee shall be recognized as having in-service status for the purpose of applying on postings for regular positions in Government. This in-service status will be recognized for a period of two years after the effective date of the transfer to the successful proponent, private Employer or organization. For the purpose of such application only, their employment with the Employer will be deemed to have continued uninterrupted.

2. Reversal of Process

If, within a five year period after date of disposition (Name of Initiative) Operation is returned to the Province, employees engaged in the returning Operation, who were employed by the Province at the time of disposition, will be returned to the Province.

3. Seniority Reinstatement

If re-employment occurs pursuant to 1 or 2 above, employees shall retain seniority earned while as a member of the Public Service Bargaining Unit, and shall be credited with seniority earned with the successful proponent, private Employer or organization for the purposes of layoff and recall and other seniority related provisions.

4. Benefit Entitlement

If re-employment occurs pursuant to 1. or 2. above, employment will be deemed continuous for purposes of benefit entitlements under Article 30.

5. Duration

This Memorandum remains in force and effect for the **term of the 13th Master and Subsidiary Agreements.**

ARTICLE 36 - GENERAL

36.11 Private Vehicle and Personal Property Damage

- (a) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to **\$600**.
- (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**, the replacement costs or personal deductible insurance, provided such personal possession(s) is/are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.
- (c) It is not intended that this Article should indemnify employees from damages suffered to their private vehicles/personal possessions in the ordinary course of their employment. Rather, this Article is intended to indemnify employees whose vehicles/personal possessions have been deliberately damaged by a person who intends to cause damage to the government but transfers this attention to the more accessible and perhaps less risky objects of employee automobiles/personal possessions. The indemnification is not limited to damages that occur on the Employer's property or in parking facilities provided by the Employer, but is available whenever damages occur within the above terms, subject to the requisite proof.

ARTICLE 37 – LAYOFF AND RECALL

37.02 Layoff--Less Than Three Years Service Seniority

In the event of a layoff the following shall apply to regular employees with less than three years' service seniority.

- (a) and (b) Maintain current language
- (c) **Options Upon Receipt of Layoff Notice**

Upon receipt of notice of layoff, a regular employee with less than three years' service seniority may opt for one of the following:

- (i) Severance pay pursuant to Clause 37.07;
- (ii) To be placed on a recall list for **so long as regular status is maintained pursuant to (c)(iii) below;**
- (iii) To displace an auxiliary employee in a comparable classification within the same ministry and geographic location;

Should a regular employee with less than three years' service seniority fail to make an election from (i), (ii) and (iii) above, within 20 work days of receiving notice of layoff, then that employee shall be deemed to have opted for item (i) above on the date the layoff was scheduled to occur and accordingly shall be deemed to have resigned.

A regular employee who opts for (iii) above and displaces an auxiliary employee, shall retain regular status unless the employee fails to maintain 1200 hours worked at the straight time rate within the previous 26 pay periods except as provided under Article 26, but will be considered to have auxiliary status for purposes of vacation scheduling provisions and notice of layoff as specified in (b) above.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of layoff and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (pro-rated for partial years).

(d) An employee shall not accrue seniority while on layoff.

(e) **Recall**

(i) Recall of regular employees shall be from the recall list and in order of service seniority at the employee's current geographic location.

(ii) When a recall is for a period of **six** months or longer, upon returning to work, the employee will be subject to and afforded the provisions of this agreement affecting regular employees. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(iii) When a recall is for a period of less than **six** months, upon returning to work, the regular employee will be subject to and afforded the provisions of this agreement affecting auxiliary employees. Upon layoff the regular employee will be returned to the recall list as specified in (c)(ii) above for **so long as regular status is maintained pursuant to (c)(iii) above.**

37.07 Severance Pay

When a regular employee opts for and is entitled to receive severance pay, the severance pay will be calculated and paid in accordance with the following:

(a) Regular employees with less than three years' service seniority will be entitled to an amount equal to **three** weeks' current salary for each year of continuous service. **Severance pay shall be pro-rated for partial years of service.**

(b) Regular employees with three or more years' service seniority will be entitled to severance pay based upon three weeks' current salary for each year of service. Severance pay shall be pro-rated for partial years of service. The maximum amount will be 12 months' current salary.

(c) When an employee receives severance pay, that employee will be deemed to have resigned from employment in the Public Service.

If the employee's severance entitlement is the result of voluntary resignation pursuant to Clause 37.01(b), the maximum amount will be 12 months' current salary.

March 3, 2006

Jodi Jensen
Executive Director
Professional Employees Association
1001 Wharf St Ste 201
Victoria BC V8W 1T6

Dear Ms. Jensen:

Re: Clause 37.08 – Joint Committee

This will confirm the following process will be implemented when an employee placed in a regular position pursuant to Article 37 is rejected on subsequent probation:

- 1) Union representatives to the Article 37 Joint Committee will be advised. The Joint Committee may also review and discuss situations where a potential rejection on probation is identified in advance.
- 2) The Employer will expeditiously initiate efforts to consider placement of the employee in an appropriate vacancy.
- 3) The Employer will search for an appropriate vacancy for nine months from the date the employee was rejected from subsequent probation.
- 4) The job search will be coordinated by Workforce Restructuring Services, Employee Relations Division, BCPSA and will keep the Joint Committee apprised of placement efforts.
- 5) While subject to placement as a result of a rejection on subsequent probation, employees will be off-pay and not entitled to benefits.

Yours truly,

Bill Carragher, A/Director

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, **2010** 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, **2010** and thereafter until a new agreement is reached or until a strike or lockout occurs.

**MEMORANDUM OF AGREEMENT #2
PRIVATIZATION**

4. (a) A regular employee who continues employment with the private employer may, within **24** months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purposes for such application only, employment with the Employer will be deemed to have been continued uninterrupted.

**INFORMATION APPENDIX B
BOARD AND LODGING AND RELOCATION EXPENSES
AND TRAVEL EXPENSES**

Part I – Board and Lodging Regulations

1.01 Board and Lodging Allowances

Maintain current languages except (e)(3):

- (e)(3) Where employees are entitled, the per diem living allowance will be **(1st pay period following ratification) \$33.25, April 1, 2007 - \$34.00, March 30, 2008 - \$34.75, March 29, 2009 - \$35.50**, per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

Remainder of Clause – maintain current language

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 dependents at the new location, a living allowance of **\$25** per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of **\$30** per day up to maximum of 60 days;
- (c) where an employee is receiving the payment in (a) above and is later joined by their dependents at the new location and the employee is still eligible for payment under this

Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 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**;

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

(1) **\$500** for a move not exceeding a distance of 240 kilometers;

(2) **\$800** for a move which exceeds a distance of 240 kilometers;

(3) **\$250** where the employee is entitled to receive the amount pursuant to Section 2.7(d).

2.05 Moving of Mobile Homes

(b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

(i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or

(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of **\$5,000**;

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of **\$60,000**;

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of **\$600** 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** upon production of receipts.

2.07 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location - **\$600**;
- (b) when the employee is moving to rental accommodation in the new location - **\$300**;
- (c) when an employee is moving with a mobile home - **\$200**;
- (d) when the employee is moving to room and board - **\$150**.

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.

2.10 Real Estate and Legal Fees

On relocation or within one year of the effective date of relocation, an employee who purchases and/or sells their 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**, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim **\$2,000**.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - 1% of the first **\$50,000** of the purchase price;
 - one-half of 1% of any amount of the purchase price above **\$50,000**;
 - the total cost to the Employer under part (c) shall not exceed **\$1,000**.
- (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), they 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. 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** and mortgage pre-payment 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 F - RE: ADVANCE PAYMENT OF GROUP LIFE BENEFITS

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 the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the 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 designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

NEW

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

March 2, 2006

Jodi Jensen
Executive Director
Professional Employees Association
1001 Wharf St Ste 201
Victoria BC V8W 1T6

Dear Ms. Jensen:

**Re: Information Appendix H
Guideline – Professional Employee Recognition
Leave for Meritorious Service in Response to Emergencies**

Further to our discussion during bargaining, this will confirm my advice with respect to the above. As discussed, the March 31 deadline referenced in Point #2 is intended to ensure no residual time off is carried forward into the next fiscal year. This would not preclude it being paid out prior to that time, by mutual agreement, should a Ministry wish to do so.

Yours truly,
Bill Carragher, A/Director

MEMORANDUM OF UNDERSTANDING

between

The Government of the Province of British Columbia

As represented by the

The BC Public Service Agency (BCPSA)

And

The Professional Employees Association (PEA)

Re: Devolution/Transfer of Ministry of Children and Family Development Programs
Renew for the term of the 13th Master and Subsidiary Agreements.

MEMORANDUM OF AGREEMENT

Between

The BC Public Service Agency (BCPSA)

And

The Professional Employees Association (PEA)

Regarding

**B.C. MENTAL HEALTH SOCIETY/~~FORENSIC~~
~~PSYCHIATRIC SERVICES COMMISSION~~**

Renew Memorandum of Agreement, including Appendix but amend as follows:

- Delete reference to Forensic Psychiatric Services Commission
- Amend reference to March 30, 2006 in Clause 3 and in the last paragraph of the Memorandum of Agreement to read: **“term of the 13th Master and Subsidiary Agreements”**
- Amend reference to March 30, 2006 in the Appendix to read **“expiry of the Agreements”**

Signed on behalf of the PEA

Signed on behalf of BCPSA:

Date: _____

MEMORANDUM OF AGREEMENT
Between
The BC Public Service Agency (BCPSA)
And
The Professional Employees Association (PEA)
Regarding

ALTERNATIVE SERVICE DELIVERY

This will confirm our agreement regarding the Government of B.C.'s Alternative Service Delivery (ASD) initiatives. *(specific initiatives deleted)*

Balance of Memorandum of Agreement, including Appendix – maintain current language, except:

- Amend last paragraph to read:

This Memorandum remains in force and effect for the **term of the 13th Master and Subsidiary Agreements.**

Signed on behalf of the PEA

Signed on behalf of BCPSA:

Date: _____

MEMORANDUM OF AGREEMENT
Between
The BC Public Service Agency (BCPSA)
And
The Professional Employees Association (PEA)
Regarding

ERIP and VDP for Privatization

- Renew, but amend to reflect expiry date of the 13th Master and Subsidiary Agreements.

MEMORANDUM OF AGREEMENT
Between
The BC Public Service Agency (BCPSA)
And
The Professional Employees Association (PEA)
Regarding

EMPLOYMENT SECURITY

1. During the term of this Memorandum of Agreement the Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* who has regular status as of April 1, **2006**.

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

2. This Memorandum does not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.
3. In order for the Employer to satisfy the provision of point 1 above, the Union recognizes that workforce adjustment activity will be necessary whether due to reorganization, program termination, relocation, closures, etc.
4. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment (and following the application of Clause 37.01), it is agreed that:
 - A regular employee with less than 3 years service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.
 - A regular employee with 3 or more years service seniority who refuses an offer of continued employment at the same classification level and same geographic location will be deemed to have resigned.
 - A regular employee with 3 or more years service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) in the same geographic location, will be deemed to have resigned with applicable severance pay.
 - A regular employee with 3 or more years service seniority who refuses two job offers in a different geographic location or with a comparable pay range will be deemed to have resigned with applicable severance pay.
5. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 37.

6. Greater than 3 year regulars are entitled to displace less than 3 year regulars pursuant to Article 37. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this Memorandum and Clause 37.03 shall apply. Less than 3 year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
7. Regular employees with more than three years service seniority who are placed pursuant to this Memorandum shall have their salary protected pursuant to Clause 32.12 of the Master Agreement.
8. The Chairperson of the Article 37 Joint Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of this Memorandum of Agreement after the Parties have reviewed and attempted to resolve the dispute.
9. The provisions of Article 37 shall be subject to the provisions of this Memorandum of Agreement.
10. This Memorandum remains in force and effect for the **term of the 13th Master and Subsidiary Agreement.**

Signed on behalf of the PEA

Signed on behalf of BCPSA:

Date: _____

MEMORANDUM OF UNDERSTANDING

**Between the
BC Public Service Agency
And the
Professional Employees Association
Respecting**

Recruitment and Retention Adjustments

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

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

1. Positions identified to receive a RRA may include specialized and/or unique positions that are not part of a larger generic group; or the recruitment challenge can be directly linked to the geographic location of the work.
2. The RRA is not considered as base pay, but is pensionable.
3. An eligible employee in receipt of salary protection pursuant to Clause 32.12 will have the RRA reduced by the corresponding amount of salary protection.
4. Except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a RRA will continue to receive the RRA should it be discontinued pursuant to #5 below so long as they remain in the position and the principle duties of the position remain unchanged.
5. Any RRA is subject to mutual agreement between the Bargaining Principals and expires the day preceding the expiry of the Thirteenth Master and Subsidiary Agreements except that the Employer may terminate the payment of any RRA with 60 days' notice to the Union. Except as provided in #4 above, payment of the RRA will cease on the expiry or termination date.

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

Note: For the purposes of this Memorandum, references to Ministries include all Agencies, Boards and Commissions that are subject to the Thirteenth Master and Subsidiary Agreements.

BC Public Service Agency

Date

Professional Employees Association

Date

**APPENDIX A TO MOU
RE: RECRUITMENT AND RETENTION ADJUSTMENTS**

Position / Classification	RRA %
Veterinarian 2	4.35%
Veterinarian 3	4.35%
Veterinarian 4	4.35%
LSO 3 Engineer (DPE)	4.4%
LSO 4 Engineer (DPE)	4.4%
LSO 5 Engineer (DPE)	4.4%
LSO 3 Petroleum Engineer (DPE)	40%*
LSO 4 Petroleum Engineer (DPE)	40%*
LSO 5 Petroleum Engineer (DPE)	40%*
LSO 3 Petroleum Geologist - EMPR (DPE)	7%
LSO 4 Petroleum Geologist - EMPR (DPE)	7%
LSO 5 Petroleum Geologist - EMPR (DPE)	7%
Pharmacist 2	To be discussed. Consideration will be given to comparison with health sector (Paramedical Professional Collective Agreement)
Pharmacist 3	
Pharmacist 4	

* up to 40%, applied consistently

MEMORANDUM OF AGREEMENT

Between

The BC Public Service Agency (BCPSA)

And

The Professional Employees Association (PEA)

Regarding

PSYCHOLOGISTS

The Parties agree to meet within 60 days of signing of the 13th Master and Subsidiary Agreements to review the Licensed Psychologist Grid Descriptor Plan. Any agreed changes will be retroactive to the beginning of the 1st pay period after 60 days from date of signing, but no later than July 1, 2006.

Signed on behalf of the PEA

Signed on behalf of BCPSA:

Date: _____