

Memorandum of Settlement

Between

The BC Oil and Gas Commission

And

The Professional Employees Association

The Union and the Employer met for collective bargaining and have agreed to recommend to their respective principals the following terms of settlement for a renewal collective agreement as follows:

1. All provisions of the previous collective agreement (July 1, 2012 to June 30, 2014) shall remain except for the changes as set out herein.
2. All items agreed to and signed by the parties in collective bargaining remain agreed; and the changes shall be incorporated into the new collective agreement.
3. This Memorandum of Settlement is subject to ratification by both sides. Ratification will be communicated in writing

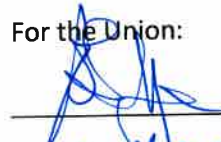
Agreed to this date Dec 11/14 in Victoria, British Columbia

For the Employer:



Christine Richards

For the Union:





ARTICLE 1 PREAMBLE

1.08 Procedures

In the case of a complaint of discrimination or harassment, the following shall apply:

- (i) All persons involved in the handling of a discrimination or sexual harassment complaint shall hold in the strictest confidence all information of which they become aware.
- (ii) Before proceeding to a formal complaint, an employee who believes he or she has a complaint of discrimination or harassment may approach the parties involved. Every effort shall be made to address and resolve such a complaint at the local level and in a timely manner. If more than one incident occurs, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.
- (iii) If the behaviour continues or the employee is uncomfortable directly approaching the parties involved, the employee may approach an Association local representative and/or local manager to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (iv) If the matter is not resolved to the employee's satisfaction, then the employee may submit a complaint in writing to the Commission within six (6) months of the alleged occurrence. Upon receipt of the written complaint, the Commission shall notify the Association.
- ~~(iii) If the matter remains unresolved, an employee (complainant) may submit a complaint in writing within six months of the latest alleged occurrence to Human Resources. Upon receipt of the written complaint, the Commission shall notify in writing the designated Association representative. Complaints of this nature shall be treated in strict confidence by both the Association and the Authority.~~
- (v) The Commission will investigate the complaint through using either internal resources a ~~senior manager, human resources consultant~~ or an outside consultant as the investigator, as deemed appropriate, depending on the circumstances surrounding the complaint. The results of the investigation will be submitted to the ~~Human Resources Leader~~ Commission within thirty (30) ~~15~~ days of receipt of the written complaint. The ~~Human Resources Leader~~ Commission shall, ~~within 10 days of receipt of the report,~~ determine what action, if any, should be taken. The Association Representative, the complainant and the respondent shall be notified of the resolution.
- (vi) While steps will be taken to preserve the confidentiality of the complaint to the maximum degree possible, the alleged harasser (respondent) will be made fully aware of the details of the complaints and will be given an opportunity to respond. In addition, the investigator will likely interview any other person who may have pertinent information and/or who may be a witness.

- (vii) Both the complainant and the respondent shall be given the option of having a local representative present at the meeting held pursuant to the above investigation.

In the case of alleged harassment by a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Commission shall not require the employee to conduct business with an alleged offender.

- (viii) Where the matter is not resolved pursuant to (v) above the bargaining principles shall meet within 15 days of receiving the proposed resolution by the investigator, to attempt to agree on an alternate acceptable resolution prior to filing the grievance to arbitration.
- (ix) If the matter is still not resolved pursuant to (viii) above, the Association may refer the matter to the grievance pursuant to Article 8.05 Arbitration, within thirty (30) days of the meeting of the bargaining principles.
- (x) If the Arbitrator determines that the discrimination and/or harassment has occurred, the Commission must document the personnel file of the respondent accordingly.

~~Where either the complainant or the respondent is not satisfied with the resolution, they shall have the right to file a grievance at Step 3 of the grievance procedure.~~

~~Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Commission may take appropriate action, in accordance with Article 10.~~

- (xi) This Article does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code.

13.01 (c) deleted

13.02 – Work Schedules

Subject to Clause 13.01 of this Agreement:

No change to (a). (b) changed to (d)

(b) Flex Time

- (i) Flextime hours are recognized where it may be mutually beneficial for certain operations and are defined as the hours worked by an employee who has authorized approval from the Commission.
- (ii) Flex time means the hours worked by an employee who is given the authority to choose starting and finishing times within the following parameters:
 - a. The length of work day is seven (7) hours a day with an hour lunch break;
 - b. Hours worked past 7 hours will be banked up to a maximum of 35 hours at any time;
 - c. The maximum annual banked hours will not exceed 119; effective December 31, 2015 the banked hours will not exceed 140;
 - d. Employees working flex time hours, which results in banked time, must have earned any banked time before it is taken, and
 - e. Banked hours are not eligible to be paid out but may be carried forward in accordance with the maximum in b. above.

(c) Modified Work Week

Where a modified work week is in place, there are two (2) modified work week schedules available to choose from and prior approval by the Commission is required. pursuant to (b) and (c) above. Employees may accrue earned days off to be scheduled by mutual agreement subject to operational requirements.

Length of Scheduled Shift	Shift Pattern	Work Days Scheduled	Work Days Required	Surplus	Shortfall
7 hours, 30 min.	5:2	250	233	17 days	-
7 hours, 30 min	5:2, 5:2, 4:3	-	-	-	-

- i) For vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

- ii) For STIIP purposes the Commission will audit all MWW schedules and any shortfalls owing from STIIP leave will be taken from vacation entitlement or CTO Bank;
- iii) Any shortfall arising from designated paid holidays within the schedule shall be scheduled by mutual agreement when the schedule is drawn up;
- iv) MWW Schedules will be pre-populated by payroll into the employees time card, and
- v) Employees working in schedule (i) above, which results in a 17 day surplus, must have earned any surplus days before they are taken.

Where as a result of (d) above, surplus days off are to be scheduled in when the schedule is drawn up, subject to (d) above, operational requirements and to any vacation entitlements arising from preferences gained by seniority.

Notwithstanding the above, up to seven (7) surplus days may be taken with the employee's vacation entitlement at the employee's option, subject only to vacation entitlements arising from preferences gained by seniority. All remaining surplus days shall be scheduled in when the schedule is drawn up.

Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.

(d) (b) Notwithstanding (a), (b) and (c) above, it is recognized that peculiar circumstances may exist in certain operations that require deviation from the aforesaid parameters. The need for, and the extent of, such divergence shall be determined by mutual agreement within the work unit concerned.

(c) (f) Work schedules may be altered at any time by mutual agreement within the work unit concerned. Failing such agreement the matter shall be referred to the Joint Consultation Committee for determination. Pending determination by the committee, the Commission may implement a revised work schedule subject to (a) above.

Article 14.05 - Types of Overtime and Rates of Compensation

(a) (i) Overtime on a regularly scheduled workday shall be compensated at the rate of time and one-half for the first two hours and double time thereafter. This overtime compensation is to be on a daily basis and not cumulative.

(ii) An employee who is required to work overtime shall be entitled to overtime compensation when:

- a. The overtime worked is authorized in advance by the Commission; and
- b. The employee does not control the duration of the overtime worked.

~~(ii)~~ (iii) A part-time employee whose regular work day is shorter than the normal daily hours for a full time employee and who is required to work in excess of regularly scheduled working hours, shall be compensated at straight time rates for the hours so worked up to the normal daily hours for a full time employee, and thereafter at overtime rates as prescribed in (i) above.

~~(iii)~~ (iv) An Employee working flextime shall be entitled to overtime compensation after 10 7 hours a day, provided there has been prior approval as per (a) (ii) (b) above, the first two (2) hours at time and one-half (1 ½) and double (2x) time thereafter. ~~not be entitled to the overtime compensation prescribed in (i) above until the employee has worked in excess of the agrees averaging period or the maximum daily hours for employees on flextime.~~

(iv) (v) A full time employee, or a part time employee whose regular work day if of the same duration as for a full time employee, who is required to work a minimum of two and one-half hours of overtime immediately before or after regularly scheduled daily hours of work, shall be provided with a meal or reimbursed in the amount of ~~effective April 1, 2007— \$14.50; effective March 30, 2008— \$14.75; effective March 29, 2009— \$15.00~~ **effective July 1, 2014 \$15.00; effective July 1, 2015 \$15.15; effective July 1, 2016 \$15.37; effective July 1, 2017 \$15.61; effective July 1, 2018 \$15.84.** In either case a meal break of one-half hour shall be given and considered as time worked. If the employee continues to work overtime beyond three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter. For a part time employee whose regular work day is shorter than the normal daily hours for a full time employee, this provision shall not apply until the employee has worked up to two and one-half hours in excess of the normal daily hours for a full time employee. This meal allowance shall not apply to any employee who is on travel status.

(b) An employee who has regularly scheduled days of rest, Saturday and Sunday, and who is required to work on such a day of rest shall be compensated at the rate of double time for all hours worked.

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

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

- (d) An employee who works on a designated holiday to which the employee is entitled and which is not a regularly scheduled work day shall receive the regular rate of pay for the day, plus additional compensation at the rate of double time for all hours worked. For Christmas Day and New Year's Day, the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An employee on travel status who is required to travel on Commission business shall be deemed to be at work and shall be compensated accordingly. However, "hours travelled" means hours spent travelling from point to point ~~within British Columbia~~ and does not include time spent other than actually travelling, such as meal breaks and sleep. The Commission may determine the means of such travel.
- (f) An employee who is called back to work outside that employee's regularly scheduled hours of work shall be compensated at the applicable overtime rate. The employee shall be so compensated from the time of leaving home to report for call-out duty until the time of arriving back, upon proceeding directly to and from work. The minimum compensation for a call-out shall be three hours' compensation. This provision shall not apply to an employee who is not assigned a regular work schedule and who is normally required to work whenever called.
- (g) When an employee is called out for overtime prior to a scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Commission shall provide the meal or pay the overtime meal allowance
- (h) **The requirement to work overtime is not mandatory on employees, except in cases of emergency.**

Article 14.06 – Method of Compensation

- (a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Commission and the employee. Employees shall, within 60 days from the end of the month in which the overtime was worked, schedule such earned time off.

Balance of the Clause remains unchanged

Article 19.03 - Vacation Carryover

(a) An employee may carry over up to ten (10) days' vacation leave per vacation year not to exceed ten (10) days at any time.

(b) For the purposes of this Article the term first vacation year means the calendar year in which the employee's first anniversary falls.

(c) An employee may request payout of their unused vacation, including archived vacation, at any time and such unused vacation will be cashed out subject to the following:

i. An employee must have scheduled or taken a minimum of ~~seventy one~~ hundred and five (105) hours vacation in the year the request is made.

ii. Unused vacation shall be cashed out at the value it had at the time it was earned.

Article 21.06 - Emergency Services and Provincial Emergency Program Leave

(a) Leave of absence with pay shall be granted to every employee who is conscripted for emergency service, including police, fire and rescue. Where the employee receives remuneration for the emergency service, such remuneration shall be forwarded to the Commission.

(b) Leave of absence with pay shall be granted to an employee for the purpose of participating in Commission-approved Provincial Emergency Program training. Where the employee received remuneration for the training, such remuneration shall be forwarded to the Commission.

Article 21.07 - ~~General Leave~~ Bereavement Leave

- *Bereavement Leave to be Article 21.07 – no language change*

Bereavement leave will be 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 (5) workdays.
- (ii) Immediate family is defined as an employee's parent, step-parent, spouse, child, stepchild, grandchild, brother, sister, step-sibling, father-in-law, mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.
- (i) 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 (1) 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 (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

~~21.07~~ 21.08 General Leave – no language change

(a) The Commission may grant an employee leave of absence with pay for purposes other than those specified in this Agreement to a maximum total of 35 hours per calendar year.

(b) The Commission will allow an employee reasonable leave of absence with pay for compassionate reasons.

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

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

Renumber current remaining clauses in the Article 21

ARTICLE 27 – HEALTH AND WELFARE

Note only changes to the Plans are noted – all language to remain- not to be less than the Health and Welfare Plan negotiated for the majority of employees in the Public Service.

27.02 Extended Health Care Plan

The Commission 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 for the first of the month following the month in which the employee completes three months' service with the Commission.

The parties agree to increase the lifetime maximum of \$250,000 to \$500,000 effective January 1, 2016.

YEAR 1

Clause 25.2 Extended Health Care Plan

- Annual Deductible – Effective February 1, 2014 increase the annual deductible to \$90 from the current \$80.

Year 2

Clause 25.2 Extended Health Care Plan

- Effective January 1, 2016 – 80% coverage of total eligible paramedical expenses from the 7th visit (currently it is the 9th visit)
- Effective January 1, 2016 – reimbursement formula of 80% coverage for the first \$1,200 (currently \$1,000) in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,200 would be covered at 100%.

Year 3

Clause 25.2 Extended Health Care Plan

- Effective January 1, 2017 – 80% coverage of total eligible paramedical expenses from the 5th visit.
- Effective January 1, 2017 - reimbursement formula of 80% coverage for the first \$1,350 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,350 would be covered at 100%.

Year 4

Clause 25.2 Extended Health Care Plan

- Effective January 1, 2018 – 80% coverage of total eligible paramedical expenses from the 1st visit.
- Effective January 1, 2018 - reimbursement formula of 80% coverage for the first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,500 would be covered at 100%.

27.04 Group Life

(a) The Commission shall provide to all regular employees a mutually acceptable group life plan with benefits equivalent to three times (3X) an employee's annual salary, with a minimum of eighty thousand dollars (\$80,000). Regular employees shall as a condition of employment, enrol in the group life insurance plan and shall complete the appropriate payroll deduction authorization forms. (Note: moved from paragraph below)

For regular full time employees, the ~~The~~ Commission shall pay one hundred percent (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 and shall complete the appropriate payroll deduction authorization forms.~~

For regular part time employees, the Commission shall pay the full amount based of percentage of full-time equivalent work 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.

**BC Oil and Gas Commission
Professional Employees Association (PEA)**

December 11, 2014

ANCILLARY DOCUMENT #2

HEALTH AND WELFARE BENEFITS

The Parties agree that no later than June 30, 2015, the Parties shall strike a Committee whose purpose will be to explore alternatives to the current Health and Welfare Benefits Plan. The Committee will do an in depth cost analysis of the current Plan with a goal to move to a new Plan that more accurately reflects the needs of the membership of the Association.

The Committee shall endeavour to have their work completed during the life of this Collective Agreement.

The committee shall be made up of one member on the part of the Commission and one member on the part of the Association. The Commission and the Association shall provide the committee with all the information needed to complete the analysis, including, but not limited to usage experiences and membership demographic information.



For the Association

For the Employer

Date: Dec 11, 2014

BC Oil and Gas Commission
Professional Employees Association (PEA)

Employer Language Proposals
December 11, 2014

ARTICLE 29 – PAYMENT OF SALARIES AND ALLOWANCES

29.01 Salaries

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

Increase rates of pay for classifications listed in Appendix 1 starting the first pay period after the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend*
- July 1, 2016 .5%
- May 1, 2017 1.0% plus Economic Stability Dividend*
- July 1, 2017 .5%
- May 1, 2018 1.0% plus Economic Stability Dividend*
- July 1, 2018 .5%
- May 1, 2019 1.0% plus Economic Stability Dividend*

Note: (1) The Economic Stability Dividend (ESD) is payable as the cents per hour equivalent to the percent of pay which would be paid from the ESD formula as a general wage increase.

* Reference: MoU – Economic Stability Dividend (new)

Agreed To:



For the Association


For the Employer

Jan 6, 2015

Date

- July 1, 2014 - \$148.50
- July 1, 2015 - \$150.00
- July 1, 2016 - \$152.24
- July 1, 2017 - \$154.52
- July 1, 2018 - \$156.84

Once every two years upon production of a receipt.

Article 29.04 – Salary on Promotion or Position Reclassification - delete

Article 29.09 Retirement Allowance and Pre-Retirement Leave

Upon retirement from the Commission, an employee who has completed 20 years of service with the Commission, including any service with the Government of BC prior to the transfer to the Commission and who, under the provisions of the *Pension (Public Service) Act*, is entitled to receive a ~~superannuation~~ pension allowance on retirement, is entitled to an amount equal to the employee's salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of the employee's monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement. **Service with the Public Service is only included where the employee was involved in the 1998 transfer from the Public Service to the Commission.**

Sept 4, 2006

**Article 29.06 Travel and Relocation Expenses
and
Information Appendix C - Travel Expenses**

Meal Allowances:

Meal	<u>July 1, 2014</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>
Breakfast	<u>\$12.25</u>	<u>\$12.37</u>	<u>\$12.56</u>	<u>\$12.75</u>	<u>\$12.94</u>
Lunch	<u>\$14.05</u>	<u>\$14.19</u>	<u>\$14.40</u>	<u>\$14.62</u>	<u>\$14.84</u>
Dinner	<u>\$23.20</u>	<u>\$23.43</u>	<u>\$23.78</u>	<u>\$24.14</u>	<u>\$24.50</u>

Vehicle Allowances:

Date	Rate per km
<u>July 1, 2014</u>	<u>53¢</u>
<u>July 1, 2015</u>	<u>54¢</u>
<u>July 1, 2016</u>	<u>55¢</u>
<u>July 1, 2017</u>	<u>56¢</u>
<u>July 1, 2018</u>	<u>57¢</u>

29.13 Occupational First Aid Requirements

- **Level 3 Occupational First Aid Certificate:**
 - \$58.45 per biweekly period (effective July 1, 2014)
 - \$59.03 per biweekly period (effective July 1, 2015)
 - \$59.92 per biweekly period (effective July 1, 2016)
 - \$60.82 per biweekly period (effective July 1, 2017)
 - \$61.73 per biweekly period (effective July 1, 2018)

- **Level 2 Occupational First Aid Certificate:**
 - \$45.70 per biweekly period (effective July 1, 2014)
 - \$46.16 per biweekly period (effective July 1, 2015)
 - \$46.85 per biweekly period (effective July 1, 2016)
 - \$47.55 per biweekly period (effective July 1, 2017)
 - \$48.26 per biweekly period (effective July 1, 2018)

29.14 Child Care Expenses

- (a)
- Sixty-three dollars and seventy-five cents (\$63.75) effective July 1, 2014;
 - Sixty-four dollars and thirty-nine cents (\$64.39) effective July 1, 2015;
 - Sixty-five dollars and thirty-six cents (\$65.36) effective July 1, 2016;
 - Sixty-six dollars and thirty-four cents (\$66.34) effective July 1, 2017;
 - Sixty-seven dollars and thirty-four cents (\$67.34) effective July 1, 2018.

(b)

- thirty-one dollars and eighty-five cents (\$31.85) effective July 1, 2014;
 - thirty -two dollars and seventeen cents (\$32.17) effective July 1, 2015;
 - thirty -two dollars and sixty five cents (\$32.65) effective July 1, 2016;
 - thirty -three dollars and fourteen cents (\$33.14) effective July 1, 2017;
 - thirty -three dollars and sixty four cents (\$33.64) effective July 1, 2018.
-

29.15 Lodging Allowance

- thirty-one dollars and eighty-five cents (\$31.85) effective July 1, 2014;
 - thirty -two dollars and seventeen cents (\$32.17) effective July 1, 2015;
 - thirty -two dollars and sixty five cents (\$32.65) effective July 1, 2016;
 - thirty -three dollars and fourteen cents (\$33.14) effective July 1, 2017;
 - thirty -three dollars and sixty four cents (\$33.64) effective July 1, 2018.
-

29.16 Medical/Dental Travel

- five hundred and thirty one dollars and forty cents (\$531.40) – at ratification
 - five hundred and thirty six dollars and seventy cents (\$536.70) – July 1, 2015
 - five hundred and forty four dollars and seventy five cents (\$544.75) – July 1, 2016
 - five hundred and fifty two dollars and ninety five cents (\$552.95) – July 1, 2017
 - five hundred and sixty one dollars and twenty five cents (\$561.25) – July 1, 2018
-

Information Appendix B – Part I

1.01 (e) Per Diem

- thirty-seven dollars and seventy-five cents (\$37.75) effective July 1, 2014;
- thirty -eight dollars and thirteen cents (\$38.13) effective July 1, 2015;
- thirty -eight dollars and seventy cents (\$38.70) effective July 1, 2016;
- thirty -nine dollars and twenty eight cents (\$39.28) effective July 1, 2017;
- thirty -nine dollars and eighty seven cents (\$39.87) effective July 1, 2018

1.04 Permanent Camp

Board and Lodging:

- two hundred and forty four dollars and fifty cents (\$244.50) – at ratification
- two hundred and forty six dollars and ninety five cents (\$246.95) – July 1, 2015
- two hundred and fifty dollars and sixty five cents (\$250.65) – July 1, 2016
- two hundred and fifty four dollars and forty one cents (\$254.41) – July 1, 2017
- two hundred and fifty eight dollars and twenty three cents (\$258.23) – July 1, 2018

Lodging Only – per month

- seventy four dollars and forty cents (\$74.40) effective July 1, 2014;
- seventy five dollars and fourteen cents (\$75.14) effective July 1, 2015;
- seventy six dollars and twenty seven cents (\$76.27) effective July 1, 2016;
- seventy seven dollars and forty two cents (\$77.42) effective July 1, 2017;
- seventy eight dollars and fifty eight cents (\$78.58) effective July 1, 2018

Lodging Only – per day

- two dollars and fifty cents (\$2.50) effective July 1, 2014;
- two dollars and fifty three cents (\$2.53) effective July 1, 2015;
- two dollars and fifty seven cents (\$2.57) effective July 1, 2016;
- two dollars and sixty one cents (\$2.61) effective July 1, 2017;
- two dollars and sixty five cents (\$2.65) effective July 1, 2018

Board Only – per month

- one hundred and sixty five dollars and eighty cents (\$165.80) effective July 1, 2014;
- one hundred and sixty seven dollars and forty six cents (\$167.46) effective July 1, 2015;
- one hundred and sixty nine dollars and ninety seven cents (\$169.97) effective July 1, 2016;
- one hundred and seventy two dollars and fifty two cents (\$172.52) effective July 1, 2017;
- one hundred seventy five and dollars and eleven cents (\$175.11) effective July 1, 2018
- **Board Only – per day**
- one dollar and eighty-five cents (\$1.85) effective July 1, 2014;
- one dollar and eighty seven cents (\$1.87) effective July 1, 2015;
- one dollar and ninety cents (\$1.90) effective July 1, 2016;
- one dollar and ninety three cents (\$1.93) effective July 1, 2017;
- one dollar and ninety six cents (\$1.96) effective July 1, 2018.

Information Appendix B – Part II

2.03 Living expenses Upon Relocation

(a) Not Accompanied by Dependents

- twenty-six dollars and sixty cents (\$26.60) effective July 1, 2015;
- twenty-six dollars and eight-seven cents (\$26.87) effective July 1, 2015;
- twenty-seven dollars and twenty-seven cents (\$27.27) effective July 1, 2016;
- twenty-seven dollars and sixty-eight cents (\$27.68) effective July 1, 2017;
- twenty-eight dollars and ten cents (\$28.10) effective July 1, 2018

per day up to a maximum of thirty (30) days;

(b) Accompanied by Dependents

- thirty-one dollars and eighty-five cents (\$31.90) effective July 1, 2014;
- thirty-two dollars and twenty-two cents (\$32.22) effective July 1, 2015;
- thirty-two dollars and seventy cents (\$32.70) effective July 1, 2016;
- thirty-three dollars and nineteen cents (\$33.19) effective July 1, 2017;
- thirty-three dollars and sixty-nine cents (\$33.69) effective July 1, 2018.

2.04 Moving of Household Effects and Chattels

(e) 1

- five hundred thirty-one dollars and forty cents (\$531.40) effective date July 1, 2014;
- five hundred thirty-six dollars and seventy-one cents (\$536.71) effective July 1, 2015;
- five hundred forty-four dollars and seventy-six cents (\$544.76) effective July 1, 2016;
- five hundred fifty-two dollars and ninety-three cents (\$552.93) effective July 1, 2017;
- five hundred sixty-one dollars and twenty-two cents (\$561.22) effective July 1, 2018

(e) 2)

- eight hundred fifty dollars and thirty cents (\$850.30) effective July 1, 2014;
- eight hundred fifty-eight and eighty cents (\$858.80) effective July 1, 2015;
- eight hundred seventy-one and sixty-eight cents (\$871.68) effective July 1, 2016;
- eight hundred eight-four and seventy-six cents (\$884.76) effective July 1, 2017;
- eight hundred ninety-eight dollars and three cents (\$898.03) effective July 1, 2018

(e) 3)

- two hundred sixty-five dollars and seventy cents (\$265.70) effective July 1, 2014;
- two hundred sixty-eight and thirty-six cents (\$268.36) effective July 1, 2015;
- two hundred seventy-two dollars and thirty nine cents (\$272.39) effective July 1, 2016;
- two hundred seventy-six dollars and forty eight cents(\$276.48) effective July 1, 2017;
- two hundred eighty dollars and sixty three cents (\$280.63) effective July 1, 2018

2.05 Moving of Mobile Homes

(a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Commission 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 Commission, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

(a) Where an employee's mobile home is moved by the Commission under this section then the Commission 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 Commission 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:
 - five thousand, three hundred and fourteen dollars and twenty cents (\$5,314.20) – July 1, 2014

- five thousand, three hundred and sixty-seven dollars and thirty four cents (\$5,367.34) – July 1, 2015
- five thousand, four hundred and forty seven dollars and eighty-five cents (\$5,447.85) – July 1, 2016
- five thousand, five hundred and twenty nine dollars and fifty-seven cents (\$5,529.57) – July 1, 2017
- five thousand, six hundred and twelve dollars and fifty one cents (\$5,612.51) – July 1, 2018

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

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of:

- six hundred and thirty seven dollars and seventy cents (\$637.70) – July 1, 2014
- six hundred and forty-four dollars and eight cents (\$644.08) – July 1, 2015
- six hundred and fifty three dollars and seventy-five cents (\$653.75) – July 1, 2016
- six hundred and sixty three dollars and fifty-six cents (\$663.56) – July 1, 2017
- six hundred and seventy three dollars and fifty cents (\$673.50) – July 1, 2018

upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(b) 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:

- two thousand, six hundred and fifty seven dollars and ten cents (\$2,657.10) – July 1, 2014
- two thousand, six hundred and eighty three dollars and sixty seven cents (\$2,683.67) – July 1, 2015
- two thousand, seven hundred and twenty three dollars and ninety three cents (\$2,723.93) – July 1, 2016

- two thousand, seven hundred and sixty four dollars and seventy nine cents (\$2,764.79) – July 1, 2017
- two thousand, eight hundred and six dollars and twenty six cents (\$2,806.26) – July 1, 2018

(c) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.04 and 2.10.

2.7 Incidental Expenses on Relocation

(a) when an employee purchases a private dwelling house in the new location:

- six hundred and thirty seven dollars and seventy cents (\$637.70) – July 1, 2014
- six hundred and forty four dollars and eight cents (\$644.08) – July 1, 2015
- six hundred and fifty three dollars and seventy four cents (\$653.74) – July 1, 2016
- six hundred and sixty three dollars and fifty five cents (\$663.55) – July 1, 2017
- six hundred and seventy three dollars and fifty cents (\$673.50) – July 1, 2018

(b) when the employee is moving to rental accommodation in the new location:

- three hundred and eighteen dollars and eighty five cents (\$318.85) – July 1, 2014
- three hundred and twenty two dollars and four cents (\$322.04) – July 1, 2015
- three hundred and twenty six dollars and eighty seven cents (\$326.87) – July 1, 2016
- three hundred and thirty one dollars and seventy seven cents (\$331.77) – July 1, 2017
- three hundred and thirty six dollars and seventy five cents (\$336.75) – July 1, 2018

(c) when an employee is moving with a mobile home:

- two hundred and twelve dollars and sixty cents (\$212.60) – July 1, 2014
- two hundred and fourteen dollars and seventy three cents (\$214.73) – July 1, 2015
- two hundred and seventeen dollars and ninety five cents (\$217.95) – July 1, 2016
- two hundred and twenty one dollars and twenty two cents (\$221.22) – July 1, 2017
- two hundred and twenty four dollars and fifty four cents (\$224.54) – July 1, 2018

(d) when the employee is moving to room and board:

- one hundred and fifty nine dollars and forty five cents (\$159.45) – July 1, 2014
- one hundred and sixty one dollars and four cents (\$161.04) – July 1, 2015
- one hundred and sixty three dollars and forty six cents (\$163.46) – July 1, 2016
- one hundred and sixty five dollars and ninety one cents (\$165.91) – July 1, 2017
- one hundred and sixty eight dollars and forty cents (\$168.40) – July 1, 2018

2.10 Real Estate and Legal Fees

(a) Reimbursement of fees to a maximum of:

- nine thousand and thirty four dollars and fifteen cents (\$9,034.15) – July 1, 2014
- nine thousand, one hundred and twenty four dollars and fifty cents (\$9,124.50) – July 1, 2015
- nine thousand, two hundred and sixty one dollars and thirty seven cents (\$9,261.37) – July 1, 2016
- nine thousand, four hundred dollars and twenty nine cents (\$9,400.29) – July 1, 2017
- nine thousand, five hundred and forty one dollars and twenty nine cents (\$9,541.29) – July 1, 2018

(b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim:

- two thousand, one hundred and twenty five dollars and seventy cents (\$2,125.70) – July 1, 2014;
- two thousand, one hundred and forty six dollars and ninety six cents (\$2,146.96) – July 1, 2015;
- two thousand, one hundred and seventy nine dollars and sixteen cents (\$2,179.16) – July 1, 2016;
- two thousand, two hundred and eleven dollars and eighty five cents (\$2,211.85) – July 1, 2017;
- two thousand, two hundred and forty five dollars and three cents (\$2,245.03) – July 1, 2018.

(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:

• **one percent (1%) of the first:**

- fifty three thousand, one hundred and forty two dollars (\$53,142) – July 1, 2014;
- fifty three thousand, six hundred and seventy three dollars (\$53,673) – July 1, 2015;
- fifty four thousand, four hundred and seventy eight dollars (\$54,478) – July 1, 2016;
- fifty five thousand, two hundred and ninety five dollars (\$55,295) – July 1, 2017;
- fifty six thousand, one hundred and twenty five dollars (\$56,125) – July 1, 2018

of the purchase price;

• **one-half (½) of one percent (1%) of any amount of the purchase price above:**

- fifty three thousand, one hundred and forty two dollars (\$53,142) – July 1, 2014;
- fifty three thousand, six hundred and seventy three dollars (\$53,673) – July 1, 2015;
- fifty four thousand, four hundred and seventy eight dollars (\$54,478) – July 1, 2016;
- fifty five thousand, two hundred and ninety five dollars (\$55,295) – July 1, 2017;
- fifty six thousand, one hundred and twenty five dollars (\$56,125) – July 1, 2018.

• **the total cost to the Commission under Part (c) shall not exceed:**

- one thousand, and sixty two dollars and eighty five cents (\$1,062.85) – July 1, 2014;
- one thousand, and seventy three dollars and fifty cents (\$1,073.50) – July 1, 2015;
- one thousand, and eighty nine dollars and sixty cents (\$1,089.60) – July 1, 2016;
- one thousand, one hundred and five dollars and ninety cents (\$1,105.90) – July 1, 2017;
- one thousand, one hundred and twenty two dollars and fifty cents (\$1,122.50) – July 1, 2018.

Information Appendix B – Part II

(a) real estate commission fees not to exceed:

- fifteen thousand, nine hundred and forty two dollars and sixty cents (\$15,942.60) – July 1, 2014;
- sixteen thousand, one hundred and two dollars (\$16,102.00) – July 1, 2015;
- sixteen thousand, three hundred and forty five dollars and fifty five cents (\$16,343.55) – July 1, 2016;
- sixteen thousand, five hundred and eighty eight dollars and seventy cents (\$16,588.70) – July 1, 2017;
- sixteen thousand, eight hundred and thirty seven dollars and fifty five cents (\$16,837.55) – July 1, 2018

(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:

- two hundred and twelve dollars and sixty cents (\$212.60) – July 1, 2014;
- two hundred and fourteen dollars and seventy five cents (\$214.75) – July 1, 2015;
- two hundred and seventeen dollars and ninety five cents (\$217.95) – July 1, 2016;
- two hundred and twenty one dollars and twenty cents (\$221.20) – July 1, 2017;
- two hundred and twenty four dollars and fifty five cents (\$224.55) – July 1, 2018.

ARTICLE 30 – ~~CLASSIFICATION AND RECLASSIFICATION~~ CAREER LADDERING PROGRAM

30.01 – ~~Classification and Evaluation Plan~~ Career Laddering Program

The ~~“Licensed Science Officer Classification and Evaluation~~ OGC Career Laddering 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 meet ^{with [handwritten initials]} within 2 months of the ratification of the agreement for the purposes of reviewing and agreeing upon ~~a new or revised classification plan that reflects the mutual interests of the parties~~ procedures, criteria, including professional development for the initial placement of new employees and for existing members of the bargaining unit to advance from one OGC Ladder Level to another.

The parties agree to complete the review within one year from ratification and discuss timing for implementation.

- *Delete bullets*

The parties agree to establish a working committee comprised of two appointees ^{from [handwritten initials]} the bargaining unit and two appointees from the Commission. Either may rely on subject experts to advise them or participate as necessary.

30.02 Classification and Career Laddering OGC Level Appeal Procedure

- *Delete Article and replace with:*

An employee shall have the right to appeal, through the Association the Ladder Level the employee occupies.

Career Ladder Level matters are not grievable under Article 8 of this Agreement. Instead the following procedures shall be followed.

Step 1

- (a) If an employee believes that they have been improperly assessed, the employee may discuss the assessment with their immediate supervisor.
- (b) The Commission's designate shall, upon written request and within ~~40~~ 30 days after the request provide the employee with a written statement of the latter's assessment.

Step 2

- (c) If the employees³ believes the assessment is improper, the employee may initiate a formal appeal, through the Association by sending an email to the employee's supervisor, detailing the reasons the employee believes the assessment to be improper.

The Commission shall meet with the Association review the assessment and Step 2 email. The Commission will and advise the employee and the Association of the results of its review in writing 30 days from the receipt of the Step 2 meeting.

Step 3

- (d) **The Employer shall, if the dispute still exists, have the right to appeal the results of the review in Clause 30.02 (c) above, through the Association to the Classification/Career Ladder Referee. The appeal shall be presented within 30 days of the Association receiving the decision of the Commission.**
- (e) **The effective date of any resulting change in the level shall be from the first day of the pay period following the date of receipt by the Commission of the employee's appeal submitted pursuant to Clause 30.02 (c).**

ARTICLE 35 TERM OF AGREEMENT

Modify Article to reflect a five year Agreement to June 30, 2019.

ANCILLARY DOCUMENT

LETTER OF AGREEMENT

Re: COMPENSATION BARGAINING COMPARABILITY

1. If the net total compensation increase in the 2014 collective bargain settlement between the HEABC and the NBA exceeds the net total compensation increase in the PEA settlement with the Commission for the corresponding period, wage increases in the PEA collective agreement with the Commission will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the PEA settlement with the Commission is equal to the net total compensation increase of the higher of the NBA settlements.
2. "Net total compensation increase" means in each instance the amount calculated as such by the PSEC Secretariat's calculation and reported by the Secretariat to the Minister of Finance.
3. For clarity, it is understood that the PSEC Secretariat's calculation and reporting of a net total compensation increase to the Minister of Finance:
 - a. Will not include wage comparability adjustments, labour market adjustments approved by the PSEC Secretariat or adjustments to include LPNs within the NBA collective agreement; and
 - b. Will be net of the value of any change to their collective agreements which were agreed by the NBA and HEABC to obtain a compensation adjustment.

Note: This letter of agreement will not be published as part of this Agreement.

Agreed to:



For the Association

For the Employer

Date: Dec 11, 2014

MEMORANDUM OF AGREEMENT #1

Re: Job Family Market Multipliers

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 through a job families approach.

Job Family Market Multipliers (JFMM) subject to this Memorandum are guided by the following:

1. Positions were placed in two job families, Industry Specific Specialty Skills Family and Specialty Skills Family with job family market multipliers for each.

Industry Specific Specialty Skills positions are optimally recruited from industry, therefore valuable to industry, which requires specific education or professional designations to perform in the role.

Specialty Skills positions are not necessarily recruited from industry or performing roles with similar responsibilities as one would experience in industry, which requires specific education or professional designation to perform in the role.

2. The JFMM is not considered as base pay, but is pensionable is applied to overtime. **Effective April 1, 2015 the JFMM will be included in all calculations involving base pay.**
3. An eligible employee in receipt of salary protection pursuant to Clause 29.12 will have the JFMM 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 JFMM will continue to receive the JFMM 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 JFMM is subject to mutual agreement between the Bargaining Principals and ~~expires the day preceding the expiry~~ **for the term** of this agreement except that the Employer may terminate the payment of any JFMM with 60 days' notice to the Union. Except as provided in #4 above, payment of the JFMM will cease on the expiry or termination date.

The parties agree to Job Family Market Multiplier as per the attached Appendix A to expire in accordance with #5 above.

This memorandum supersedes and nullifies any former agreements(s) respecting the matter of JFMM or wage adjustments.

**Employer Language Proposals
December 11, 2014**

Letter or Memorandum Of Understanding	Comments
<i>Memorandum of Agreement # 1 – JFMM</i>	<ul style="list-style-type: none"> • Renew As Proposed
<i>Appendix A to MOA #1</i>	<ul style="list-style-type: none"> • Update and Renew As Is
<i>Memorandum of Agreement – Telework</i>	<ul style="list-style-type: none"> • Renew
<i>Memorandum of Agreement #3 - Gainsharing</i>	<ul style="list-style-type: none"> • Renew
<i>Memorandum of Agreement #4 – Vacation Adjustment for Recruitment and Retention</i>	<ul style="list-style-type: none"> • Renew with agreed changes
<i>Information Appendix A – STIIP and LTD</i>	<ul style="list-style-type: none"> • STIIP Part I – renew as is • LTD – Part II – Renew • Rehabilitation Part III – renew and modify all references to: <u>Ad Hoc Rehabilitation Committee to the Joint Consultation Committee</u>
<i>Information Appendix B – Board and Lodging and Relocation Expenses and Travel Expenses</i>	<ul style="list-style-type: none"> • Renew and modify allowances as proposed
<i>Information Appendix C – Travel Expenses</i>	<ul style="list-style-type: none"> • Renew and modify allowances as proposed
<i>Information Appendix D – Advance Payment of Group Life Benefits</i>	<ul style="list-style-type: none"> • Renew
<i>Letter of Understanding #1 – Supplemental Unemployment Benefits Plan</i>	<ul style="list-style-type: none"> • Renew
<i>Letter of Understanding #2 – Temporary (Auxiliary) Status Employees</i>	<ul style="list-style-type: none"> • Renew
<i>Letter of Understanding #3 – Deferred Salary leave Program</i>	<ul style="list-style-type: none"> • Renew
<i>Letter of Understanding #4 – Temporary Employees</i>	<ul style="list-style-type: none"> • Renew

MEMORANDUM OF UNDERSTANDING xx - new
Re: Economic Stability Dividend

Definitions

1. In this Memorandum of Understanding:

“Collective agreement year” means each 12-month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on July 1, 2014 is July 1, 2014 to June 31, 2015 and each period from July 1 to June 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s.4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c.23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c.138 as “the period from April 1 in one year to March 31 in the next year”;

“Calendar year” is a 12-month period starting January 1 and ending December 31 of the same year based upon the Gregorian calendar.

“GDP” or *“Gross Domestic Product”* for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or *“General Wage Increase”* means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the 11th month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as *“Real Gross Domestic Product at Market Prices”* currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent above forecast real GDP then employees would be entitled to a GWI of one-half of one percent.

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

(i) February Budget – Forecast GDP for the upcoming calendar year;

(ii) November of the following calendar year – Real GDP published for the previous calendar year;

(iii) November - Calculation by the Minister of Finance of 50% of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

(iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

(i) February 2015 – Forecast GDP for calendar 2015;

(ii) November 2016 – Real GDP published for calendar 2015;

(iii) November 2016 - Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

(iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

ANCILLARY DOCUMENT #2

HEALTH AND WELFARE BENEFITS

The Parties agree that no later than June 30, 2015, the Parties shall strike a Committee whose purpose will be to explore alternatives to the current Health and Welfare Benefits Plan. The Committee will do an in depth cost analysis of the current Plan with a goal to move to a new Plan that more accurately reflects the needs of the membership of the Association.

The Committee shall endeavour to have their work completed during the life of this Collective Agreement.

The committee shall be made up of one member on the part of the Commission and one member on the part of the Association. The Commission and the Association shall provide the committee with all the information needed to complete the analysis, including, but not limited to usage experiences and membership demographic information.



For the Association

For the Employer

Date: Dec 11, 2014

INFORMATION APPENDIX A – SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY

Part I – Short Term Illness and Injury Plan

1.01 Eligibility

(d) (i) Commission and employee contributions and deductions for the Pension Plan Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.

1.02 Short Term Plan Benefit

The 75% benefit may be supplemented at the rate of 25% of actual duration of absence due to illness or injury by the use of following in descending order:

- i) Compensatory time off (CTO),
- ~~ii) Banked earned time off (ETO),~~
- ii) Vacation entitlement.

1.07 Employee to Inform Commission

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

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

1.09 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 Commission.

Part I – Short Term Illness and Injury Plan

1.04 Doctor's Certificate of Inability to Work

The Commission 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) where the employee has been absent for six consecutive scheduled days of work;

(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.

With the exception of the ~~ST02 and~~ doctor's certificates referenced above, where the Commission 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.

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

MEMORANDUM OF AGREEMENT #4
Re: Vacation Adjustments for Recruitment and Retention

The parties agree that recruitment and retention is an issue in certain geographical locations. In an effort to address these issues employees will be provided with an extra vacation day for travel time to and from the following communities, effective the ~~2013 vacation year and 2014~~ vacation year, **the 2015 vacation year and every vacation year thereafter.**

Dawson Creek Fort Nelson
Fort St. John