

MEMORANDUM OF AGREEMENT

between the

BRITISH COLUMBIA SAFETY AUTHORITY
(hereinafter called "the Employer")

and the

BRITISH COLUMBIA GOVERNMENT SERVICE AND EMPLOYEES UNION
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BRITISH COLUMBIA SAFETY AUTHORITY, ("the Employer"), AGREE TO RECOMMEND TO THE BRITISH COLUMBIA SAFETY AUTHORITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BC GOVERNMENT AND SERVICE EMPLOYEES UNION ("the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JANUARY 01 2012 AND EXPIRING DECEMBER 31 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

This Memorandum of Agreement represents a comprehensive resolution to all matters outstanding in collective bargaining. Matters not addressed in this Proposal remain unchanged from the 2012-2014 Collective Agreement.

Collective Agreement Index to be returned to document.

DEFINITIONS

(9) "employee" does not include:

- (a) excluded persons pursuant to Clause 2.1;
- (b) incumbents of managerial **and/or** confidential positions. **Managerial positions include positions where the principal employment duties consist of supervising and/or directing human or other resources;**

(20) Union satisfied with Employer's Letter in part 13.11 Job Orientation as follows:
April 8, 2015

Attention: BC Safety Authority Bargaining Committee and Frank Greenlay

Re: Definitions (9): Lateral Transfers

Further to discussions during collective bargaining, BC Safety Authority will ensure that employees who are awarded a lateral transfer from one regular position to another will be considered to be in a period of orientation as per article 13.11.

Yours truly,

Sue Gagné
Vice President, Human Resources and Communications

Article 1 Preamble

1.5 Respectful Work Environment

The parties recognize that Authority employees are entitled to work in a respectful environment free from all forms of discrimination, harassment, **or bullying, which includes any inappropriate conduct or comment towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.** Work environment includes office-related functions, work assignments outside the office and any technology-based communication such as telephone or email. **Excludes any reasonable action taken by the Employer or supervisor relating to the management and direction of employees or the place of employment.**

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and(or) confidential exclusions. The parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. In place of such a service-wide policy, the parties agree that where the Employer advises the Union of an exclusion requirement, the position may be excluded by the Employer pending resolution of the position through the notification and arbitration process below. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of policy or in the process of employer-employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
 - (1) position incumbents who perform the functions of a manager or superintendent, or
 - (2) position incumbents who are employed in a confidential capacity in matters relating to labour relations or personnel, or
 - (3) position incumbents employed in a confidential planning or advisory position in the development of management policy for the Authority, or
 - (4) sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

- (c) When the Authority wishes to commence negotiation for the exclusion of a position, or where the Employer has excluded a position under (a) above, from the bargaining unit, it shall provide notification to the Union in writing. The Employer agrees to provide the Union and the members of the Joint Consultation Committee with all relevant documents and materials, and to engage the Union Joint Consultation Committee members in discussion within seven (7) days, and where no agreement is reached, to add this issue to the next Joint Consultation Committee agenda. The Authority will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.
- (d) If no agreement is reached, either through discussion or at the Joint Consultation Committee, the Union may refer the matter to arbitration.
- (e) The parties agree that exclusion issues shall be heard by agreed arbitrator(s) three times a year in February, June and October on dates determined by mutual agreement.

2.10 Time Off for Union Business

- (a) *Without Pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
 - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.3.
 - (6) for employees selected for a full-time position with the Union for a period of one year;**
 - (7) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;**
 - (8) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.**

In the event that an employee returns from leaves set out in (6), (7) and (8) above, his/her seniority earned prior to their leave shall be reinstated.

ARTICLE 12 - RECRUITMENT AND SELECTION

12.1 a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days **and employees can apply for positions within BCSA in any seniority block / unit.** Such postings shall be throughout the Authority.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**22.19 Personal Protective Equipment**

- (a) The Authority shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Authority.
- (b) Employees who are required by the Worker's Compensation Board (WorkSafeBC) regulations or by the Authority to wear protective footwear in the performance of their duties shall, upon presentation of a receipt(s) evidencing the purchase of same, be reimbursed in the amount up to ~~\$165~~ **\$175** every 24 months.
- (c) The Authority will provide disposable coveralls and appropriate footwear where employees are involved in incident or accident investigation.

Article 25.2 Extended Health Care Plan

The Authority shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

Not to be included in the Collective Agreement but to be reflected in the plan:

This plan shall be improved to include vision & laser eye surgery coverage to a maximum of \$350 in a 24 month period for adults or 12 month period for Dependent children. The plan will also reimburse the cost of routine eye examinations annually to a maximum of \$75 every 2 calendar years.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES**1.4 Substitution Pay**

- (a) An employee will be granted substitution pay **immediately** where the employee is:
 - (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
 - (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Substitution pay is not payable when an employee has not been designated or assigned by the Authority to substitute, pursuant to (a)(1) or (2) above.

- (c) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.
- (d) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.

26.8 Vehicle Allowance

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

Vehicle allowance shall be **54¢** per kilometre.

Article 26.9 Meal Allowances

Effective the first **month** following the date of ratification:

- (a) Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters in the amount of **\$58** per day (**allocation to be determined**). If an employee is away for part of the day, the amounts to be reimbursed are: \$12 for breakfast, \$18.00 for lunch, and \$28.00 for dinner.
- (b) It is not the intention to pay meal allowances where the employee can be reasonably expected to provide for their own meal, **or where a suitable meal is provided (i.e. at a conference or meeting)**.
- (c) Under special circumstances beyond the normal course of duties, Safety Officers may, with the approval of their supervisor, claim receipted costs for their lunch.
- (d) An employee, in performing their duties may claim receipted costs for meals with clients, subject to approval by the supervisor.

26.15 Salary Rate upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education. **The Employer shall provide the rates of pay in these circumstances.**

Article 33.1 Duration

This Agreement shall be binding and remain in effect to midnight December 31, 2018.

33.6 Effective Date of Agreement

The provisions of this Agreement shall come into force and effect the first of the month following ratification by the parties unless provided otherwise in the Collective Agreement.

Appendix 1 – Classifications and Rates of Pay

A general increase as follows will depend upon flexibility and exclusion language changes:

Safety Officers, Field Services Leaders, Senior Safety Officers:

- 2.6% in 2015, effective March 9, 2015
- 2.6% effective December 27, 2015 for 2016
- 2.4% effective December 25, 2016 for 2017
- 2.4% effective December 24, 2017 for 2018

All other positions:

- 2% in 2015, effective March 9, 2015
- 2% effective December 27, 2015 for 2016
- 2% effective December 25, 2016 for 2017
- 2% effective December 24, 2017 for 2018
- with a 2% signing bonus (for employees employed at the date of ratification a 2% signing bonus based on earnings from December 28, 2014 to June 27, 2015 x 2 with a minimum of \$500)

payment ELS
(B)
M. L.

Position	Grade
Vacant	9
Vacant	10
Banking Reconciliation Clerk Accounts Payable Clerk Accounts Receivable/Revenue Clerk Administrative Support Assets and Supplies Coordinator Administrative Support, Facilities and Fleet Client Services Representative Student Engineer	11
Central Desk Coordinator Financial Operations Analyst Research and Program Analyst Senior Program Delivery Services Technician Senior Accounts Receivable/Revenue Coordinator	12
Client Support Analyst Coordinator, Stakeholder Engagement Facilities Coordinator	13
Records, Information and Privacy Analyst Team Leader, Safety Services Human Resources Representative Junior Accountant Marketing Coordinator	14
Application Developer Business Intelligence Analyst Communications Officer Business Partner, Communications Online Channel Development Business Partner Business Partner, Stakeholder Engagement	15

Technical Analyst	
Business Partner, Education Systems Trainer Business Partner, Learning and Development Business Partner, Marketing Business Partner, Web Development Business Process Specialist Business Systems Analyst Corporate Financial Analyst Database Analyst Analyst, Strategic Development and Corporate Science Policy Analyst Safety Officer, Electrical Safety Officer, Elevating* Safety Officer, Gas Safety Officer, Passenger Ropeway and Amusement Devices Safety Officer, Railway Senior Technical Analyst	16
Administrator, Gas Equipment Approvals Field Services Leader Leader, Financial Operations Safety Officer, Boiler & Pressure Vessels* Senior Safety Officer, Compliance Senior Safety Officer, Electrical Senior Safety Officer, Gas Senior Safety Officer, Passenger Ropeways, Amusement and Elevating* Software Engineer II Team Leader, Business Process Specialist	17
Authorized Inspector Supervisor Design Engineer Leader, Stakeholder Engagement Team Leader, BSA Application Support Team Leader, Technical Services Leader, Technical Training Safety Systems Reliability Engineer Safety Standards Engineer Senior Analyst, Strategic Development and Corporate Science Senior Analyst, Policy Senior Safety Officer, ASA Senior Safety Officer, Boiler & Pressure Vessels	18
Leader, Product Development	19

Appendix 5 Seniority Blocks / Units

Headquarters – Administration
Administrative Support
Administrative Assistant
Client Services Representative
Assets and Supplies Coordinator Admin Support, Fleet & Facilities
Facilities Coordinator
Marketing Coordinator
Marketing Business Partner
Communications Officer Business Partner, Communications
Senior Program Delivery Services Technician
Records, Information & Privacy Analyst
Team Leader, Operations and Service Excellence
Leader, Stakeholder Engagement
Stakeholder Engagement Business Partner
Stakeholder Engagement Programs Coordinator
Education Business Partner
Human Resources Coordinator
Systems Trainer Business Partner, Learning & Development
Client Support Analyst
Research and Program Analyst
On-line Channel Development Business Partner Business Partner, Web Development
Analyst, Strategic Development and Corporate Science Policy Analyst
Business Analyst
Senior Analyst, Strategic Development and Corporate Science Senior Policy Analyst
Team Leader, Business Process Specialist
Business Process Specialist
Safety Systems Reliability Engineer
Safety Standards Engineer
Design Engineer
Leader, Technical Training
Headquarters – Finance
Accounts Payable Clerk
Accounts Receivable/Revenue Clerk
Banking/Reconciliation Clerk
Leader, Financial Operations
Financial Operations Analyst
Corporate Financial Analyst
Senior Accounts Receivable Coordinator
Junior Accountant
• Finance is a separate Casual Seniority Unit at Headquarters only.
Headquarters – Information Technology
Team Leader, Technical Services
Technical Analyst


Senior Technical Analyst
Team Leader/BSA Application Support & Developer
Application Developer
Business Systems Analyst
Business Intelligence Analyst
Database Analyst
Software Engineer II
Leader, Product Development


Headquarters – Safety Officers
Safety Officer – Boilers
Safety Officer – Electrical
Safety Officer – Elevator
Safety Officer – Gas
Safety Officer – Ropeways and Amusement Rides
Safety Officer – Railways
Safety Standards Engineer
Senior Safety Officer – Boilers
Senior Safety Officer, Compliance Lead
Senior Safety Officer – Gas
Senior Safety Officer – Electrical
Senior Safety Officer – Passenger Ropeways, Amusement Devices & Elevating
Administrator Gas Equipment and Certification Approvals
Authorized Inspector Supervisor
Senior Safety Officer, ASA

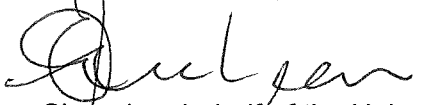
Balance of Province – Administration
Client Services Representative
Administrative Support
Team Leader, Operations and Service Excellence

Balance of Province – Safety Officers
Safety Officer – Boilers
Safety Officer – Electrical
Safety Officer – Elevating
Safety Officer – Gas
Safety Officer – Railways
Senior Safety Officer – Boilers
Senior Safety Officer, Compliance Lead
Senior Safety Officer – Gas
Senior Safety Officer – Electrical
Senior Safety Officer – Passenger Ropeways, Amusement Devices & Elevating
Field Services Leader

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer



Signed on behalf of the Union


Signed on behalf of the Employer

Signed on behalf of the Union

Signed on behalf of the Employer


Signed on behalf of the Union


Signed on behalf of the Employer

Signed on behalf of the Union

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Dated: July 30, 2015