

Memorandum of Settlement

for the

FOURTEENTH MASTER AND SUBSIDIARY AGREEMENTS

between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

represented by the

BC PUBLIC SERVICE AGENCY

and the

PROFESSIONAL EMPLOYEES ASSOCIATION (PEA)

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

3.05 Membership in Professional and Allied Associations, Etc.

- (a) The Union agrees that it is the responsibility of the employee to obtain and maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain professional standing. Regular employees who have completed their probationary period will be entitled to reimbursement in full of their annual licensing fee, upon application and presentation of a receipt (not to exceed ~~2005~~ 2011 fee schedule).

Note: Above fee schedule is effective April 1, 2013. Effective April 1, 2014 the 2012 fee schedule shall apply.

Letter
October 25, 2012

Scott McCannell
Executive Director
Professional Employees Association

Dear Mr. McCannell:

Re: Professional Fees

With regard to the changes made in this round of bargaining to Article 3.05(a) of the PEA Master Agreement, the Employer hereby confirms that for the 2013 calendar year, fees that come due between January and April can be reimbursed at the 2011 rates that come into effect on April 1, 2013, provided that receipts are submitted after that date.

The same principles will apply to the increase to 2012 fees which come into effect April 1, 2014.

Sincerely,

John Davison
Director, Labour Relations

ARTICLE 9 – ARBITRATION

9.02 Arbitrators

- (a) Where a party has notified, within the time limit stipulated in Clause 9.01 of this Agreement, the other party of its intention to submit a grievance or general interpretation grievance to arbitration, **the other party shall respond to the notice within 10 days. The two parties, within a further 10 days, shall select an arbitrator to hear the grievance. If an arbitrator is not chosen within the further 10 days, the parties shall select an arbitrator**

from the list agreed upon by the parties. ~~one of the persons agreed upon by the parties shall act as the arbitrator.~~

ARTICLE 12 – SERVICE CAREER POLICY

12.03 Appeal Procedure (NEW) (replaces existing 12.03)

(a) An employee who is an unsuccessful applicant for an appointment to the Public Service may request from the individual responsible for the appointment an explanation of the reasons why he or she was not appointed.

(b) The responsible individual must provide an explanation as soon as practicable after receiving a request under subsection (a).

(c) An employee who has made a request under (a) above may request an inquiry into the application of Section 8(1) of the *Public Service Act* with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the Deputy Minister responsible for the position.

(d) The Deputy Minister, or a person designated by the Deputy Minister, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. **The Deputy Minister will reply within 30 days.**

(e) Except as provided in (g) below, an employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a review of the appointment by the merit commissioner on the ground that Section 8(1) of the *Public Service Act* has not been complied with.

(f) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the Deputy Minister under (c) above.

(g) The following are not subject to a review by the merit commissioner and may not form the basis of a grievance:

- (i) Staffing decisions respecting positions outside the bargaining unit;
- (ii) A temporary appointment of not more than seven months in duration;
- (iii) An appointment of an auxiliary employee; and
- (iv) A direct appointment by the Head of the BC Public Service Agency.

(h) All requests for reasons, inquiry or review and submissions must be within the time period prescribed by Regulation made pursuant to the *Public Service Act*.

(i) Where one or more appeals have been filed arising from competitions with multiple vacancies, with the mutual agreement of the Union, permanent transfers or placements may be

made provided that vacancies are retained to accommodate successful appeals. Such agreement shall be in writing and shall not be unreasonably withheld.

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

16.06 Types of Overtime and Rates of Compensation

- (a) (iv) A full-time employee, or a part-time employee whose regular work day is of the same duration as for a full-time employee, who is required to work a minimum of two and one-half hours of overtime immediately before or after regularly scheduled daily hours of work, shall be provided with a meal or reimbursed in the amount of ~~\$14.25 effective May 14, 2006 (effective April 1, 2007 — \$14.50; effective March 30, 2008 — \$14.75; effective March 29, 2009 — \$15.00).~~ **\$15.30 effective April 1, 2012** . In either case, a meal break of one-half hour shall be given and considered as time worked. If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter. For a part-time employee whose regular work day is shorter than the normal daily hours for a full-time employee, this provision shall not apply until the employee has worked up to two and one-half hours in excess of the normal daily hours for a full-time employee. This meal allowance shall not apply to any employee who is on travel status or who is entitled to field allowance.

ARTICLE 20 – DESIGNATED PAID HOLIDAY

20.01 Paid Holidays

- (a) The following are designated as paid holidays: New Year's Day, **Family Day**, Good Friday, Easter Monday, Queen's Birthday, Canada Day, ~~British Columbia B.C.~~ Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day recognized and proclaimed as a provincial, civic or federal holiday for the locality in which an employee is working.

Note: Requires consequential amendment to Article 32.03 (b) reducing the number of hours required for an annual increment from 1750 to 1743 that would come into effect as of the first Family Day holiday in February 2013.

ARTICLE 21 – ANNUAL VACATION

21.02 New Employees

(a) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

~~(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.~~

21.04 Vacation Carryover

An employee may carry over up to ten (10) days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. ~~Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days' vacation leave into their first vacation year.~~

~~For the purposes of this Article the term first vacation year means the calendar year in which the employee's first anniversary falls. Except as provided in Clause 21.02, a~~ An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

Letter

October 25, 2012

Scott McCannell
Executive Director
Professional Employees Association

Dear Mr. McCannell:

Re: Archived Vacation

The PEA agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is “archived” and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2011 vacation year.

Administration Information Notes:

- The Employer shall create an email communication on this process to go to all staff in November 2012.

- 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 year (for a full payout of an archived vacation).
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2012.

Sincerely,

John Davison
Director, Labour Relations

ARTICLE 24 – SPECIAL AND OTHER LEAVES

24.08 General Leave

(b) The Employer will allow an employee reasonable leave of absence with pay for bereavement **under the following terms:**

(i) **In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.**

(ii) **Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, brother, sister, stepsibling, father-in-law, and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered immediate family.**

(iii) **In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.**

(iv) **If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.**

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

ARTICLE 26 – MATERNITY, PARENTAL AND ADOPTION LEAVE

Letter
October 18, 2012

Scott McCannell
Executive Director
Professional Employees Association

Dear Mr. McCannell,

Re: Articles 26.05 & 26.06

The Employer acknowledges on a with prejudice basis that all PEA employees on maternity and parental leave are entitled to all increment step raises under Article 32.03 that they would have been otherwise entitled to had they been at work. This entitlement is based on the fact that the eligibility of PEA employees to annual merit increases under Article 32.03(a) is tied to the anniversary date of their current appointment rather than the number of hours worked in a given year.

It is the Employer's intention to apply the above interpretation to all applicable leaves for PEA employees going forward effective the first day of the month following the date the parties renew the PEA Agreement.

Sincerely,

John Davison
Director, Labour Relations

ARTICLE 31 - WORKCLOTHING

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

(i) safety-toe footwear: up to ~~\$61.00 annually (effective April 1, 2007 - \$62.50; effective March 30, 2008 - \$64.00; effective March 29, 2009 - \$65.50)~~, **\$133.50 once every two years effective April 1, 2012 effective date of ratification** upon production of a receipt;

(ii) caulk boots: up to ~~\$86.00 annually (effective April 1, 2007 - \$87.50; effective March 30, 2008 - \$89.00; effective March 29, 2009 - \$90.50)~~, **\$185 once every two years effective date of ratification** upon production of a receipt.

Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.

ARTICLE 32 – PAYMENT OF SALARIES AND ALLOWANCES

32.06 Travel and Relocation Expenses

(a) The board and lodging regulations and relocation regulations shall be as outlined in Information Appendix B.

(b) Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

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

(ii) The following rates shall apply:

Meal Allowances

Breakfast ~~\$11.50~~ **\$11.75**

Lunch ~~\$13.25~~ **\$13.50**

Dinner ~~\$22.25~~ **\$22.75**

Vehicle Allowances

~~Effective March 29, 2009: 50¢ per km~~

Effective date of ratification.....\$0.51 per km

Effective April 1, 2013.....\$0.52 per km

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)

For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

ARTICLE 37 – LAYOFF AND RECALL

The Employer rescinds its March 31, 2012 letter.

Letter
October 25, 2012

Scott McCannell
Executive Director
Professional Employees Association

Dear Mr. McCannell,

Re: Article 37 – Layoff and Recall

Notwithstanding that it is not a collective agreement entitlement under 37.01 of the PEA Master Agreement, this letter hereby confirms that the Employer agrees to maintain the current practice of providing employees who receive written notice of redundancy with a 90 day pre-layoff notice period. This will remain in effect for the term of the 14th PEA Master Agreement.

Sincerely,

John Davison
Director, Labour Relations

37.08 Joint Committee

- (a) Within 60 days of the signing of this Agreement, a Joint Committee shall be constituted to provide for continuing consultation and co-operation between the parties with respect to the relocation, training and placement of employees who have three or more years of seniority and who are subject to layoff.
- (b)
 - (i) The Joint Committee shall consist of four representatives, two appointed by the Union, two appointed by the Employer, and a Chairperson.
 - (ii) The Chairperson shall be appointed jointly by the parties.
 - (iii) The Committee shall meet not less than once a month during working hours and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.
- (c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 37 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.
- (d) The Employer will make available to the Committee a monthly list of vacant positions by Ministry and geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 37 by classification, Ministry and geographic location. **The above lists will be made available on a more frequent basis as the Committee deems necessary.**
- (e) The Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application or interpretation of Article 37.
- (f) The Joint Committee shall establish a list of "comparable" positions.

ARTICLE 39 – TERM OF AGREEMENT

Except where otherwise stated in individual Articles, or elsewhere, this Agreement shall come in to effect on the date of signing, and shall remain in effect until midnight March 31, 2012~~14~~ and thereafter until a new agreement is reached or until a strike or lockout occurs.

ADDENDUM A – SALARY GRID

April 1, 2012 - 1% increase to all classifications
August 15, 2012 - 1% increase to all classifications
April 1, 2013 - 1% increase to all classifications
January 15, 2014 - 1% increase to all classifications

APPENDIX B: EXCLUSIONS

The parties agree to meet in a subcommittee to discuss exclusions. If agreement can't be reached then the current language will continue.

APPENDIX D: SENIORITY BLOCKS

The parties agree to meet in a subcommittee to discuss Seniority Blocks. If agreement can't be reached then the current language will continue for the time being.

AD HOC MEMORANDA OF AGREEMENT

Renew the following for the term of the 14th Master and Subsidiary Agreements (to remain outside collective agreement).

MOA dated October 7th, 2008 respecting - "Recognition of Prior Vacation Year upon Re-employment". (Housekeeping: Delete paragraph #4).

MOA dated January 7th, 2008 respecting - "Vacation for Benefited Auxiliary Employees upon Attaining Regular Status". (Housekeeping: Delete paragraph #3).

MEMORANDUM OF AGREEMENT #1 RE: CLASSIFICATION APPEAL PROCEDURE

Ongoing

MEMORANDUM OF AGREEMENT #2 RE: PRIVATIZATION

Ongoing

MEMORANDUM OF AGREEMENT #3 RE: TEACHERS

Ongoing

**MEMORANDUM OF AGREEMENT #4
RE: SAFEGUARDING OF VULNERABLE PEOPLE**

This decision of the Deputy Minister shall be subject to the grievance procedure commencing at Step 32 within 30 days of the written decision being received.

**MEMORANDUM OF AGREEMENT #5
RE: TELEWORK**

Ongoing

**MEMORANDUM OF AGREEMENT #6
RE: DEVOLUTION/TRANSFER OF MINISTRY OF CHILDREN AND FAMILY
DEVELOPMENT PROGRAMS**

Ongoing

**MEMORANDUM OF AGREEMENT #7
RE: B.C. MENTAL HEALTH SOCIETY**

- ~~1.~~ The Parties agree that B.C. Mental Health Society (BCMHS) will remain covered by the Master Agreement for the term of the 13th Master and Subsidiary Agreements for those employees who remain employed by BCMHS.
2. 1. The Parties recognize that during the term of the 14th Master and Subsidiary Agreements, certain of BCMHS operations may be transferred to health authorities. Respecting transfer(s) occurring during this period, the parties share a mutual interest that current employees be offered employment by the health authority(s) and that employees should be encouraged to accept employment with the authority(s).
3. 2. The provisions of Master Agreement Articles 35 and 37, not the Memorandum of Agreement #10 (Employment Security), will apply to employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* employed by BCMHS who are not employed by an authority. An employee receiving severance payment shall repay the payment if employed or contracted by an authority or re-employed or contracted by the Province during the period equivalent to the severance pay. *
4. 3. Furthermore, the parties agree that regular employees in the PEA bargaining unit outlined in Section 4(b) of the *Public Service Labour Relations Act* employed by BCMHS as of the date of ratification will be eligible for an Early Retirement Incentive Plan (ERIP) and a Voluntary Departure Program (VDP) as outlined in Appendix 1 to this Memorandum.

This Memorandum remains in force and effect from date of ratification for the term of the 14th Master and Subsidiary Agreements.

*(NOTE: Clause 3 also applies to an employee displaced as a result of the operation of Article 37)

**MEMORANDUM OF AGREEMENT #8
RE: ALTERNATIVE SERVICE DELIVERY**

Renew for the term of the 14th Master and Subsidiary Agreements.

**MEMORANDUM OF AGREEMENT #9
RE: EARLY RETIREMENT INCENTIVE PLAN AND VOLUNTARY
DEPARTURE PROGRAM FOR PRIVATIZATION**

Renew for the term of the 14th Master and Subsidiary Agreements.

**MEMORANDUM OF AGREEMENT #10
RE: EMPLOYMENT SECURITY**

Renewed for the term of the 14th Master Agreement. The date listed in paragraph 1 of MOA 10 shall be amended to April 1, 2012.

**MEMORANDUM OF AGREEMENT #11
RE: RECRUITMENT AND RETENTION ADJUSTMENTS**

Renew for the term of the 14th Master Agreement.

**MEMORANDUM OF AGREEMENT #12
RE: PSYCHOLOGISTS**

Deleted

**MEMORANDUM OF AGREEMENT #13
RE: GAINSHARING**

Ongoing

**MEMORANDUM OF AGREEMENT #14
RE: APPLICATION OF MASTER AGREEMENT ARTICLE 37.02 AND MASTER
AGREEMENT ARTICLE 22**

Ongoing

**MEMORANDUM OF AGREEMENT #15
RE: CLAUSE 36.07 / MOA #2 (PRIVATIZATION) / MOA #8 (ASD)**

Renew for the term of the 14th Master Agreement

**MEMORANDUM OF AGREEMENT #16
VACATION ADJUSTMENTS FOR RECRUITMENT AND RETENTION**

Ongoing

**MEMORANDUM OF AGREEMENT #17
RE: MARKET COMPENSATION SURVEYS**

The Parties agree to meet within 120 days of the ratification of the ~~13th~~ **14th** PEA Master and Subsidiary Agreements to discuss ~~and agree to~~ appropriate labour market comparators, including position profiles and comparator employers/organizations, which may be used in future surveys conducted by either Party. The Parties also agree to share the outcomes of any labour market survey which may be conducted by either party ~~using the agreed labour market comparators~~ during the term of the ~~Extension of the 13th~~ **14th** PEA Master and Subsidiary Agreements

Memorandum of Agreement

between

**The Government of the Province of British Columbia
(represented by the BC Public Service Agency)**

and the

The Professional Employees Association (PEA)

respecting

**Vacation for Benefited Auxiliary Employees
Upon Attaining Regular Status**

In recognition and in the interests of auxiliary employee's commitment to longer term career opportunities in the Public Service, the Parties agree as follows.

1. Commencing January 1, 2008, a regular employee who:
 - a) has previously qualified for vacation leave as an auxiliary employee pursuant to Clause 35.10(c) of the Master Agreement (i.e. completed 1827 hours within a 15 month period), and, providing seniority has not been lost pursuant to Clause 35.09(a), (b) or (c),
 - b) subsequently attains regular status

will have their vacation year as outlined in Clause 21.01(a) increased by 1 (one). Except as noted in (2) below, this increase of vacation year will be effective in the vacation year immediately following the year in which the employee attains regular status.

2. For clarity, it is understood and agreed that no additional vacation entitlements/cost shall accrue prior to calendar year 2008 and any retroactive recognition prior to 2008 (for future vacation entitlement) applies only to current employees. In this regard, a current regular employee who met the criteria outlined in (a) and (b) above prior to the 2008 vacation year, will have their vacation year adjusted for the 2008 vacation year. ~~subject to the application procedures outlined in 3 below.~~

~~3. If an eligible employee has not received the Employer's confirmation that their vacation year is being adjusted by April 30, 2008, it is the employee's responsibility to apply to their BCPSA Client Services Office (or if BCPSA is not their Human Resource service provider, their Human Resource Office) prior to June 30, 2008. Applications received after June 30, 2008 will not be considered unless leave has prevented the employee from making application.~~

4. 3. This Memorandum of Agreement shall terminate upon expiry of the 13th 14th Master Agreement (March 31, 2010), unless renewed by mutual agreement between the Parties. If not renewed, employees who have had vacation year adjusted pursuant to this Agreement shall maintain the adjustment.

For the PEA

For the BC Public Service Agency

Dated _____

Memorandum of Agreement

between

**The Government of the Province of British Columbia
(as represented by the BC Public Service Agency)**

and

The Professional Employees Association

respecting

Recognition of Prior Vacation Year Upon Re-employment

Whereas the Government of the Province of British Columbia wishes to enhance its recruitment and retention capabilities through a measure to provide regular employees the ability to have vacation entitlement accrued during previous periods of regular employment as a Public Service employee recognized, the Parties agree as follows:

1. Notwithstanding Articles 10.05, 11.05, 11.06 and 21.01 of the Master Agreement, a regular employee who loses their service seniority because of:

- voluntary termination (i.e. resignation or retirement), or
- being on lay off for more than one year, or
- becoming an auxiliary employee

and is subsequently re-employed as a regular employee will have their vacation year attained prior to voluntary termination of layoff recognized upon re-employment.

2. The provisions of 1) above shall also apply to current regular employees who qualify as outlined in 1) above and have been re-employed as a regular employee prior to the signing of this Memorandum of Agreement.

3. The enhanced vacation year for employees qualifying pursuant to 1) or 2) above will commence for the 2009 vacation year. For clarity, it is understood that additional vacation entitlement flowing from this Memorandum of Agreement shall not accrue prior to the 2009 vacation year in any circumstance.

~~4. If an eligible employee has not received the Employer's notification that their vacation year has been adjusted by April 30, 2009, it is the employee's responsibility to apply to their BC Public Service Agency's Client Services Office (or if BC Public Service Agency is not their Human Resources service provider, their Human Resources Office) prior to June 30, 2009. Applications received after June 30, 2009 will not be considered unless leave has prevented the employee from making application.~~

~~5.~~ 4. This Memorandum of Agreement shall terminate upon expiry of the ~~13th~~ 14th Master Agreement (March 31, 2010), unless renewed by mutual agreement between the Parties. If not renewed, employees who have had their prior vacation year recognized pursuant to this Agreement shall maintain same.

For the Professional Employees
Association

For the BC Public Service Agency

Dated: _____

MEMORANDA OF AGREEMENT OUTSIDE OF COLLECTIVE AGREEMENT

MOA's outside of Collective Agreement

- MOA dated December 9, 2008 – Veterinarians – the Employer confirms the MOA will remain in effect for the 14th Master Agreement
- Voluntary Reduced Work Week – Not renewed. The Employer confirms that if it intends to institute a similar program it will first consult with the union.

INFORMATION APPENDIX H

November 30, 2004 – Public Service Agency Guideline

Re: Professional Employee Recognition

Leave for Meritorious Service in Response to Emergencies

Scott McCannell
Executive Director
Professional Employees Association

Dear Mr. McCannell,

Re: Information Appendix H

Further to the discussions between the parties regarding meritorious service leave for PEA employees, the Employer is pleased to confirm the following commitments below.

In keeping with the Employer's event-by-event approach to recognizing meritorious service during emergency situations, PEA employees who responded to the following flooding events will be considered for Information Appendix H benefits:

- 2011 freshet flooding, province-wide, from May 3, 2011 to August 10, 2011; and,
- Flooding in the Peace River Regional District between June 23 and July 31, 2011.

The Employer remains committed to implementing Information Appendix H benefits subject to Deputy Minister level approval. As part of this commitment, Emergency Management BC will be distributing timecards for use by PEA employees during the 2012 Freshet flooding and wildfire seasons. A determination of whether meritorious service awards are appropriate, and on what basis, will be made once the scope of the Freshet and wildfire responses have been assessed. To aid this assessment, and to support the potential approval of meritorious service leaves, PEA employees are being asked to record their hours worked using the timecards distributed for this purpose.

Furthermore, the Employer agrees that upon the parties ratifying the 14th PEA Master Agreement, the relevant Deputy Ministers will consider a recommendation to re-canvas PEA employees regarding their potential eligibility for benefits for the 2012 Freshet flooding and

wildfire seasons. The Deputy Ministers will also consider the Union's request that the Employer always provide a one month notification period to PEA employees to see if they might be eligible for benefits prior to making a determination on the number of employees who qualify.

During the course of 2012, it is possible that PEA employees may also be eligible for meritorious service leave as a result of responding to emergencies not listed above.

On behalf of the Employer, I would like to thank the PEA for their efforts in bringing Information Appendix H issues to our attention and assisting in our efforts to identify PEA employees eligible for 2011 meritorious service leave benefits.

Sincerely,

John Davison
Director

**Letter of Commitment
October 25, 2012**

**Re: JOINT COMMITTEE ON LICENSED PROFESSIONAL POSITIONS IN THE
PUBLIC SERVICE**

The parties share a mutual interest in the Province continuing to employ a highly dedicated and expert licensed professional workforce to help effectively manage BC's natural resource and infrastructure systems in a safe and sustainable manner.

In recognition of the parties' mutual interest, the parties shall establish a Joint Committee on Licensed Professionals in the Public Service within 30 days of the ratification of the 14th PEA Master Agreement. The Committee will be composed of senior representatives from both the Employer and the Union. The Committee's purpose shall be the examination of the use of licensed professionals in the public service, including but not limited to, dual postings, the Qualified Persons Project, and contracted services.

The Committee will include Assistant Deputy Ministers from the Ministry of Forests, Lands and Natural Resource Operations, the Ministry of Transportation and Infrastructure, the Ministry of Environment and the Ministry of Energy, Mines and Natural Gas. The Union will be represented on the Committee with up to four members.

Supporting the Committee, and in attendance at all formal meetings, will also be the Deputy Minister and two ADM's from the BC Public Service Agency and up to three PEA staff. The Committee may call upon additional persons for technical information or advice.

The Joint Committee shall meet three times during the term of its mandate at a mutually agreeable time and place. Committee meetings shall be at least 2 hours in length and all members

shall receive a full agenda and supporting documentation package at least one week in advance of each scheduled meeting.

The parties agree that information related to dual postings, restricted postings, decentralized and centralized hiring practices, the Qualified Persons project, the LEAN initiative, contracting of services, attrition rates, FTE counts, and other relevant information as determined by the Committee in order to make recommendations shall be produced for the Committee.

The parties will establish a terms of reference which will include a commitment to developing a detailed work plan with timelines and deliverables. The term of the committee will be for a period of 1 year.

By the end of the Joint Committee's mandate, it shall present written joint recommendations to the Natural Resource Board of Deputies and the Deputy Minister of Transportation and Infrastructure. Failing full committee agreement on the final recommendations, the union will be provided the opportunity to present its own recommendations.

Time spent at committee meetings and in transit to and from the committee, shall be considered normal work time.

The Joint Committee's mandate shall expire one year and 30 days after the ratification of the 14th PEA Master Agreement

Signature blocks

For the PEA

For the Employer

Scott McCannell
PEA Executive Director

John Davison
Director, Labour Relations

Brian Chow, P.Eng.
GLP Chapter Bargaining Committee Chair

Lynda Tarras
Head of the BC Public Service Agency

LETTER OF UNDERSTANDING #3 – Re: COMPENSATION RE-OPENER

Deleted

LSO Duties and Responsibilities Review Letter

The Employer rescinds its March 31, 2012 LSO duties and responsibilities review letter.

Letter

October 25, 2012

John Davison
Director, Labour Relations
BC Public Service Agency

Dear Mr. Davison,


Re: Savings Plan for the B.C. Government

The parties recognize the benefit of an efficient and effective public service staffed by healthy employees. The Union supports all the elements of the Workplace Health and LEAN initiatives that support those goals.


Sincerely,

Scott McCannell
Executive Director


For the Union




Brian Chow
Chair, Bargaining Committee



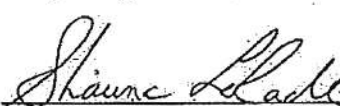
Bruce Barnewall
Bargaining Committee Member



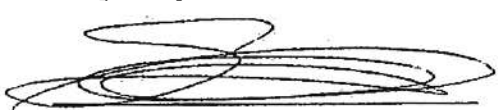
A. Gallupe
Labour Relations Officer, PEA




Frank Kohlberger
Bargaining Committee Member



Shawna LaRade
Bargaining Committee Member



Scott McCannell
Executive Director, PEA



Heather Narynski
Bargaining Committee Member



Gerry Reichenback
Bargaining Committee Member


For the Employer




John Davison
Director, Labour Relations
BCPSA



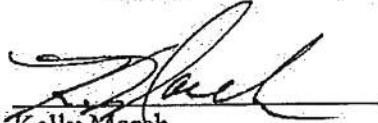
Andrew Calarco
Director, FLNRO



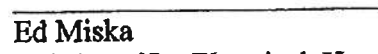
Christy Howis
Senior Labour Relations Specialist




Michael Lancaster
Senior Labour Relations Specialist



Kelly March
Senior Labour Relations Specialist



Ed Miska
Chief Traffic, Electrical, Hwy Safety
and Geo Standards Engineer,
Ministry of Transportation and
Infrastructure



Ellen McClellan
Administrative Assistant, BCPSA

Dated this 25th day of October, 2012