

Memorandum of Settlement

Between

The 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 principal the following terms of settlement for a renewal collective agreement as follows:

1. All provisions of the previous collective agreement (July 1, 2014 – June 30, 2019) 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 collective agreement.
3. This Memorandum of Settlement is subject to ratification by both sides. Ratification will be communicated in writing.

Agreed to this date August 7, 2020 in Victoria, British Columbia

For the Professional Employees Association:

For the BC Oil and Gas Commission:



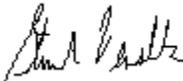
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Rhiannon Bray, PEA LRO



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Richard Slocomb, VP Engineering



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Stuart Venables, Senior Petroleum Geologist



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Angela Scammell, Executive Director,  
Human Resources

**NEW 1.09**

**Misuse of Managerial/Supervisory Authority and Bullying Between Peers**

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

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

- vexatious behaviour by a person including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee’s dignity and that results in a harmful work environment; or
- a single incident by a person that has a lasting harmful effect on the complainant.

For the purposes of this article “peers” refers to employees who have not managerial or supervisory authority over each other.

For the purposes of this article, misuse of managerial/supervisory authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer’s managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

This clause is not intended to supplant or replace the procedures at Clauses 1.07 and 1.08, of the agreement for dealing with complaints alleging discrimination under the Human Rights Code or sexual harassment.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

***Process for Review and Investigation***

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence.

The Employee is encouraged to seek Union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager.

The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- the name(s) of the people involved;

- the specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- the dates of these specific actions;
- names of witnesses;
- an explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- an outline of the steps which have been taken to resolve the matter; and,
- the remedy sought.

The supervisor/manager will forward the written complaint to Human Resources to determine next steps which will be communicated to the complainant and the respondent within 14 days.

During this period, Human Resources may take steps to informally resolve the complaint. The Employer agrees to provide regular updates to the Union at least every 30 days during this entire process.

**Referral to Arbitrator**

If the response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to an arbitrator within 30 days of receipt of the Employer's response. The parties will mutually agree to the appointment of an arbitrator.

The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents and, if they determine that there is no basis for a complaint or if there are insufficient particulars, may dismiss the complaint.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over the interpretation, application, or alleged violation of this clause.

Hearings shall be conducted in an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will determine their own process and may:

- (a) make findings of fact;
- (b) decide if, on the facts, bullying between peers or misuse of managerial/supervisory authority has occurred;
- (c) attempt to mediate a resolve;
- (d) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized of any grievances filed which pertain to a complaint filed under this clause.

Pending the determination of the complaint, the Commissioner may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

## Article 8 – Grievances

### 8.01 Introduction

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

**The Union agrees that, after the Union files the grievance at arbitration, the Union’s representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with any Commission representative without the consent of the Human Resource department.**

## Article 10 – Dismissal, Suspension, Discipline, and Resignation

### 10.04 Removal of Documents

- (a) Upon the employee's request, any disciplinary documentation **or letter of expectation** shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued, provided there has not been any further infraction and provided it is not material to any pending disciplinary action.
- (b) Notwithstanding the foregoing, disciplinary documentation respecting suspensions, professional competency, and formal employee appraisals, shall not be removed from the work record or personnel file of the employee.
- (c) **Notwithstanding 10.04 (b), disciplinary documentation respecting suspensions of less than five (5) days shall be removed from the work record or personnel file of the employee upon the employee’s request and after five (5) years from the date it was issued, provided there has not been a further infraction.**

### 10.05 Rejection During Probation

- (a) The probation period shall be not more than **6 months (913 hours) 90 days**. Any person authorized by the Commission may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 8.07 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels aggrieved by the decision of the Commission to reject the employee during the probationary period, the employee may grieve the decision within 30 **calendar** days of receiving the notice of rejection. Such grievance may be filed directly at arbitration.

## Article 12 – Career Policy

### 12.04 Transfers Without Posting – Compassionate or Medical

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (i) compassionate or medical grounds to regular employees who have completed their probationary period; **compassionate grounds include care for a family member.**
  - (ii) all employees who have become incapacitated by industrial injury or industrial illness.

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

**Article 13 – Hours of Work**

**13.02 Work Schedules**

Subject to Clause 13.01 of this Agreement:

(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 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. 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~~

**(iv)** 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 (c) 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) 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 and the Commission.

(e) Where a modified work week is in place pursuant to ~~(b)~~ and (c) above, employees may accrue earned days off to be scheduled by mutual agreement subject to operational requirements.

(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 16 - STANDBY PAY FOR REGULAR EMPLOYEES**

Should the Commission institute a requirement for standby for PEA employees, the compensation provided for in the PEA/Government of BC ~~Master~~ Main collective agreement shall apply.

#### **Article 21 – Special and Other Leaves**

##### **21.07 Bereavement Leave**

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. **It is understood that the employee has the ability to split the five-day entitlement between the date of death and the date of the funeral.**

(ii) Immediate family is defined as an employee's parent, step-parent, spouse, child, stepchild, grandchild, **grandparent**, 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.

(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 (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.

#### **NEW 21.13 Leave for Medical and Dental Care**

**Where it is not possible to schedule medical and/or dental appointments; or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full time of absence shall be charged to General Leave (21.08), Flex time (Article 13.02 (b) or Annual Vacation (Article 19).**

**Medical, dental and/or registered midwife appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.**

#### **NEW 21.14 Leave Respecting Death of Child**

**An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3 Accumulation, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 27 Health and Welfare.**

#### **NEW 21.15 Leave Respecting Disappearance of a Child**

**An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.3(a) Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 27 Health and Welfare.**

#### **NEW 21.16 Extended Child Care Leave**

**Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3, the following conditions shall apply:**

**(a) The employee's application shall be submitted to the Commission at least four weeks prior to the expiration of Article 23 -Maternity, Parental and Pre-Adoption Leave.**

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

**(c) The employee's return to work requirements of Clauses 23.08(b) and 23.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 23.09.**

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

#### **NEW 21.17 Donor Leave**

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

### **ARTICLE 23 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

#### **23.01 Maternity Leave**

(a) An employee is entitled to maternity leave of up to 17 **consecutive** weeks without pay.

(b) An employee shall notify the Commission in writing of the expected date of **birth** ~~the termination of the pregnancy.~~ Such notice will be given at least 10 weeks prior to the expected date of **birth** ~~the termination of the pregnancy.~~

(c) The period of maternity leave **may commence up to thirteen weeks prior to the expected date of birth but** shall commence six weeks prior to the expected date of **birth** ~~the termination of the pregnancy.~~ The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

**(d) The commencement of leave at six weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.**

**(e) If an employee intends to commence maternity leave between thirteen and six weeks prior to the expected date of birth, an employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave.**

#### **23.02 Parental Leave**

(a) Upon written request an employee shall be entitled to **opt for either standard** parental leave of up to thirty-seven (37) consecutive weeks without pay **or extended parental leave of up to 63 consecutive weeks without pay.**

(b) Where both parents are employees of the Commission, they shall each qualify for up to thirty-seven (37) weeks **or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave** ~~of parental leave.~~

(c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(d) Leave taken under this Clause shall commence:

- (i) In the case of a **birth parent** mother, immediately following the conclusion of leave taken pursuant to Clause 23.01; or
- (ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
- (iii) The commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement, ~~however, the leave must begin within the fifty-two (52) week period after the date of birth or placement of the adoptive child.~~ Such agreement shall not be unreasonably withheld. **However, the leave must begin:**

**a. within a the 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or**

**b. within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.**

Such leave request must be supported by appropriate documentation.

### **23.03 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to Clause 23.01 and 23.02 is limited to 52 weeks **for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.**

### **23.04 Benefit Waiting Period Allowance**

**(a)** An employee who qualifies for and takes leave pursuant to Clause 23.01 or 23.02 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

**(b) An employee who qualifies for and takes leave pursuant to 23.01 or 23.02 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.**

### **23.05 Maternity Leave Allowance**

(a) An employee who qualifies for maternity leave pursuant to Clause 23.01, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan, as set out in Letter of Understanding #1. In order to receive this allowance, the employee must provide to the Commission proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance

will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### **23.06 Parental Leave Allowance**

(a) An employee who qualifies for parental leave pursuant to Clause 23.02, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Commission proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

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

**(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Commission, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.**

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

### **24.01 Safety Committee**

The Commission and the Association agree to have PEA members on the Joint **Occupational Health and Safety Committee** in accordance with the Workers Compensation Act regulations.

## **ARTICLE 27 - HEALTH AND WELFARE**

The Parties agree to review the benefits contained herein during the life of the collective agreement.

### **27.01 Basic Medical Insurance**

The Commission shall pay 100% of the regular premium for basic medical insurance for those regular employees and their dependents who choose to be so covered under a plan approved by the Medical Services Commission of British Columbia.

## 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 from 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

#### Extended Health Care Plan

~~• Annual Deductible — Effective February 1, 2014 increase the annual deductible to \$90 from the current \$80.~~

### Year 2

~~• 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

~~• 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

~~• 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%.~~

## In relation to the above clause:

### (1) Coordination of Benefits

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

### (2) Lifetime Maximum

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

**(3) Chiropractic, Naturopathic, Podiatry and Acupuncture services**

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

**(4) Counselling Services**

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

**(5) Physiotherapy Services**

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

**(6) Eye Examinations**

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

**27.04 Group Life Insurance**

(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.

For regular full time employees, the Commission shall pay one hundred per cent (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.

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

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

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

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

(a) The Commission shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of ~~\$80,000~~ **\$100,000**. **The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix 1 - Employee Basic Life Insurance.**

The Commission shall pay 100% of the premium on the base ~~\$80,000~~ **\$100,000** and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in ~~the Group Life Plan~~ **the Employee Basic Life Insurance** and shall ~~complete the appropriate payroll deduction authorization forms~~ **have the appropriate taxable benefit and, if applicable, premium deducted from their pay.**

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

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

**29.05 Travel and Relocation Expenses**

**The union proposes to increase allowances below by 2% each year of the term of the collective agreement.**

- (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 Commission 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	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
Breakfast	\$12.25	\$12.37	\$12.56	\$12.75	\$12.94
Lunch	\$14.05	\$14.19	\$14.40	\$14.62	\$14.84

Dinner	\$23.65	\$23.89	\$24.25	\$24.61	\$24.98
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Meal	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
Breakfast	<u>\$13.20</u>	<u>\$13.46</u>	<u>\$13.73</u>
Lunch	<u>\$15.15</u>	<u>\$15.44</u>	<u>\$15.75</u>
Dinner	<u>\$25.48</u>	<u>\$25.99</u>	<u>\$26.51</u>

#### Vehicle Allowances

Date	Rate per km
July 1, 2014 <u>2019</u>	53¢ <u>58¢</u>
July 1, 2015 <u>2020</u>	54¢ <u>59¢</u>
July 1, 2016 <u>2021</u>	55¢ <u>59¢</u>
July 1, 2017	56¢
July 1, 2018	57¢

**\*\*Should the Canada Revenue Agency raise the allowable taxable benefit to 60¢, effective July 1, 2021, the rate per kilometre will be raised to 60¢, accordingly.**

- (d) Notwithstanding the provisions above, the Commission shall revise Information Appendices B and E should such parallel benefits be revised for the majority of unionized employees in the Public Service. Such revisions shall be implemented on the same basis as implemented for the majority of unionized employees in the Public Service.
- (e) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

#### **29.06 Oil and Gas Commission Location Allowance**

Employees whose position is located in Fort St. John shall be entitled to an allowance as follows: An adjustment to their base salary of three (3) percent. Should any other worksites outside Victoria,

**Kelowna** or Fort St. John be established for PEA employees, the Commission and the PEA will meet to discuss appropriate premiums, if any, for such locations.

### 29.12 Occupational First Aid Requirements

- (a) Where the Commission requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Commission, and leave to take the necessary courses shall be granted with pay.
- (b) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:
  - 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)~~
    - **\$62.96 per biweekly period (effective July 1, 2019)**
    - **\$64.22 per biweekly period (effective July 1, 2020)**
    - **\$65.51 per biweekly period (effective July 1, 2021)**
  - 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)~~
    - **\$49.23 per biweekly period (effective July 1, 2019)**
    - **\$50.21 per biweekly period (effective July 1, 2020)**
    - **\$51.21 per biweekly period (effective July 1, 2021)**

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

- (c) Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.
- (d) Where the Commission has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 work days in any month, the employee shall receive the full monthly allowance.

### 29.13 Child Care Expenses

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

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to

- ~~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 per day upon production of a receipt.

- **\$68.69 effective July 1, 2019;**
- **\$70.06 effective July 1, 2020;**
- **\$71.46 effective July 1, 2021 per day upon production of a receipt.**

(b) Where an employee, who is not on leave of absence, attends a course approved by the Commission outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to

- ~~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 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.~~
- **\$34.31 effective July 1, 2019;**
- **\$35.00 effective July 1, 2020;**
- **\$35.70 effective July 1, 2021 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.**

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

## **29.14 Lodging Allowance**

Employees on travel status who stay in non-commercial lodging shall be entitled to claim

- ~~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 per day except where the lodging is supplied by the Commission. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.~~
- **\$34.31 effective July 1, 2019;**
- **\$35.00 effective July 1, 2020;**

- **\$35.70 effective July 1, 2021 per day except where the lodging is supplied by the Commission. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.**

### **29.15 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

- ~~five hundred and thirty one dollars and forty cents (\$531.40) — January 27, 2015~~
- ~~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 per calendar year.~~
- **\$572.48 – July 1, 2019**
- **\$583.93 – July 1, 2020**
- **\$595.61 – July 1, 2021 per calendar year.**

### **30.01 Classification and Career Laddering Program**

The 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 within 2 months of the ratification of the agreement for the purposes of reviewing and agreeing upon 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~~ **and implement the program by March 1<sup>st</sup> 2021. This date is subject to change upon mutual agreement.**

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

### **32.08 Parking**

~~The Commission agrees to consult with the Association before changes to the parking regulations are made.~~

## ARTICLE 33 – Layoff and Recall

### 33.02 – Layoff

#### (g) Severance Pay

Prior to the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 33.2(c), a regular employee will be entitled to resign with severance pay based upon three weeks current salary, **including Job Family Market Multiplier, if applicable**, for each year (1827 hours a straight time) of regular service seniority or major part thereof.

The employee will not receive an amount greater than 12 months current salary, **including Job Family Market Multiplier, if applicable**.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.01 Duration

Except where otherwise stated in individual Articles, or elsewhere, this Agreement shall come into effect on the date of signing, and shall remain in effect until midnight, **June 30, 2022** and thereafter until a new agreement is reached or until a strike or lockout occurs.

### Definitions

For the purpose of this agreement:

**“probation” – for an employee means that period of probation immediately following hiring or promotion until he/she has worked the equivalent of ~~three~~ six months or 913 hours of full-time employment, except where licensing requirements must be met in which case the period shall be equivalent of six months full-time employment. The Commission, with agreement of the Association may extend the probationary period for a further period not to exceed ~~three~~ six months.**

### LOU #5 – Compensation Bargaining Comparability

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the BC Oil & Gas agreement will be adjusted on the third anniversary of the BC Oil & Gas agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This letter of agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.

2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.

3. For certainty, a general wage increase is one that applies to all members of the association and does not include wage comparability adjustments, targeted lower wage redress adjustments, ~~Job Family Market Multipliers~~, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

4. LOU # 5 will be effective during the term of this agreement.

**MEMORANDA OF UNDERSTANDING  
MEMORANDUM OF UNDERSTANDING #1  
ECONOMIC STABILITY DIVIDEND**

**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;

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(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).

### **Memorandum of Agreement**

#### **RE: Standby pay**

**Parties will create a joint committee to review, clarify and update as needed Standby Pay language. The committee will commence meetings no later than three months after ratification of the collective agreement by parties or extended by mutual agreement by both parties.**

#### **MEMORANDA OF AGREEMENT: #1 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.

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 and 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 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 agreement(s) respecting the matter of JFMM or wage adjustments.

**APPENDIX A to MOA #1**

**Re: Job Family Market Multipliers**

<b>Position / Classification</b>	<b>JFMM %</b>
<b>Specialty Skills Family</b>	
Strategic Legislative Analyst Legislation Specialist Regulatory Specialist	<b>10%</b>
<b>Industry Specific Specialty Skills Family</b>	

<p> Engineer, Pipelines  Senior Petroleum Geologist  Lead Integrity Engineer  Senior Engineer, Drilling &amp; Production  Hydrologist  Engineer, Drilling  Senior Reservoir Engineer  Reservoir Engineer  Engineer, Facilities  Technical Leader, Resource Assessment  Manager, Asset Integrity &amp; Retirement  Supervisor, Petroleum Geology  Environmental Management Officer  Engineer, Drilling and Production  Engineer, LNG Facilities  Environmental Management Officer  Supervisor, Pipelines &amp; Facilities  Supervisor, Drilling &amp; Production  Supervisor, Field Engineering and Technical Investigations  Director, Environmental Management &amp; Reclamation  Supervisor, Reservoir Engineering  Integrity Engineer  Air-Shed Specialist  Hydrogeologist  Engineer, Productions Completions </p>	<b>27%</b>
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**APPENDIX A to MOA #1**

**Re: Job Family Market Multipliers**

Position/Classification	JFMM %
<b>Specialty Skills Family</b>	
Strategic Legislative Analyst Legislation Specialist Regulatory Specialist	<b>10%</b>
<b>Industry Specific Specialty Skills Family</b>	
Air-Shed Specialist Engineer, Drilling Engineer, Drilling & Production Engineer, Facilities Engineer, Integrity & Geotechnical Engineer, LNG Facilities Engineer, Pipelines Engineer, Pipelines & Facilities Engineer, Pipelines Integrity Engineer, Production Completions Engineer, Safety Oversight Environmental Management Officer Hydrogeologist Hydrologist Integrity Engineer Lead Integrity Engineer Petroleum Geologist Reservoir Engineer Senior Engineer, Drilling & Production Senior Engineer, Integrity Senior Integrity Auditor Senior Petroleum Geologist Senior Reservoir Engineer Specialist, Air Emissions Supervisor, Drilling & Production Supervisor, Engineering Strategic & Technical Services Supervisor, Engineering Reviews Supervisor, Environmental Stewardship Supervisor, Integrity Programs Supervisor, Petroleum Geology Supervisor, Pipelines & Facilities Supervisor, Reservoir Engineering Supervisor, Technical Compliance Technical Leader, Resource Assessment	<b>27%</b>

**LETTER OF UNDERSTANDING #2 #1  
Supplemental Unemployment Benefit Plan – Parental Leave**

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

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Clause 23.02.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks **for those who opt for the standard parental leave.**

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

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

**Memorandum of Agreement - #2**

**Telework**

**#2 TELEWORK**

~~The parties agree to refer matters related to Telework to the Joint Consultation Committee.~~

~~Where Telework pilot projects are introduced, they shall be governed by the following provisions:~~

~~(a) For the purposes of these pilot projects:~~

~~TELEWORK is the scheduled performance of work during regular working hours by an employee from a teleworkplace.~~

~~OFFICIAL WORKPLACE is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.~~

~~TELEWORKPLACE is the location at which the employee and the Commission have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Commission.~~

~~(b) (i) Telework may be initiated by either the employee or the Commission. Participation in any telework arrangement shall be by mutual agreement~~

- (ii) ~~A telework arrangement may be terminated by either the employee or the Commission providing 30 days' written notice to the other party.~~
- (a) ~~(i) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.~~
  - (ii) ~~Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.~~
  - (iii) ~~A person who would not otherwise be an employee of the Commission will not become one because they are doing work for the Commission from an off-site location.~~
- (d) ~~No employee shall telework more than three days a week without mutual consent of all parties.~~
- (e) ~~Details of the telework arrangement are to be recorded in an agreement signed by the employee and excluded manager prior to telework commencing. A copy of this agreement will be provided to the Association.~~
- (f) ~~The Commission is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the telework agreement. Such equipment and supplies shall remain the property of the Commission and must be returned if the employee terminates their employment relationship or if the telework arrangement is terminated.~~
- (g) ~~The employee is responsible to:~~
  - (i) ~~ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;~~
  - (ii) ~~ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;~~
  - (iii) ~~ensure that equipment and supplies provided by the Commission are used only for the purpose of carrying out the Commission's work;~~
  - (iv) ~~ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;~~
  - (v) ~~ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.~~

The parties acknowledge that both a flexible and motivating work environment, as well as opportunities to minimize the Commission's carbon footprint are important outcomes. The parties also acknowledge that Telework may be an opportunity to help achieve these outcomes, but understand that Telework is a substantial organizational change.

For the purposes of proposed telework opportunities:

TELEWORK is the scheduled performance of work during regular working hours by an employee from a teleworkplace.

OFFICIAL WORKPLACE is the location where the employee would ordinarily work if there were no telework situation. In a teleworking situation, the employee's official workplace continues to be the official workplace business address.

TELEWORKPLACE is the location at which the employee and the Commission have mutually agreed the employee will telework. It does not include a workplace maintained and operated by the Commission.

To enable an informed decision on potential implementations of Telework within the Commission, the Employer will conduct an opportunity assessment within six months of ratification of all collective bargaining units, including this agreement.

The scope of this opportunity assessment would be determined through the project initiation process, and would include feedback from all Commission internal stakeholder groups, including the Joint Committee, and the Commission's Executive.

Without limiting the objectives or outcomes of this opportunity assessment, the scope of this opportunity assessment may include:

- **Definitions:** establishment of common terminology to support informed discussions with stakeholders on Telework and related topics
- **Policy and Process Framework:** high-level, future state perspective on Telework and related topics to support informed discussions with stakeholders and associated impact analysis
- **Stakeholder Engagement:** identification and engagement of internal and external stakeholder groups on Telework definitions, future state policy and process considerations
- **Impact Analysis:** summary of key benefits and impacts identified through the stakeholder engagement process. Consideration of this analysis will inform recommendations
- **Recommendation(s):** Based upon the outcomes of the stakeholder engagement and impact analysis, an Opportunity Assessment Report, with one or more recommendation actions will be provided to the Executive Committee of the Employer

Periodic updates on the status of the opportunity assessment will be provided to all Commission internal stakeholder groups, including the Joint Committee.

In addition to providing input through the stakeholder engagement process, the Employer will provide all internal stakeholder groups, including the Joint Committee an opportunity to provide input into the Opportunity Assessment Report.

At the conclusion of the opportunity assessment, the Employer will commit to undertaking the actions within the timelines recommended within the Opportunity Assessment Report.

## **LETTER OF UNDERSTANDING #2**

### **Temporary (Casual) (~~Auxiliary~~) Status Employees**

It is recognized that the parties have agreed to remove language from the collective agreement between the PEA and the Commission, specific to temporary (**casual**) (~~auxiliary~~) status employees. It is understood that no employees in the bargaining unit are affected by this.

The Commission undertakes that in the event that a decision is made by the Commission to employ a

temporary (~~casual~~) (~~auxiliary~~) status employee(s) the Commission will meet with the PEA to discuss terms and conditions of employment regarding the above as appropriate.

**MEMORANDUM OF AGREEMENT #4  
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 2019 to 2022 vacation years for the following locations:

Dawson Creek  
Fort Nelson  
Fort St. John  
**Prince George  
Terrace**

**Letter of Understanding #6**

**RE: Recruitment and Retention Issues**

**The Employer and the PEA recognize the need for an experienced, knowledgeable and engaged group of employees working within the organization who support continuous evolution of the Commission as a strategy-focused, efficient, stable and highly respected regulator of British Columbia’s oil and gas sector. In doing so, the Commission is positioned to provide the technical excellence to ensure public safety, protection of the environment and conservation of the resource for the betterment and safety of the citizens of British Columbia.**

**Recruitment and retention issues present challenges and concerns for both the Commission and the PEA and their negative impact on the organization and the public it serves. Through stabilized staffing complements, the Commission is better able to service the citizens of the BC and provide the regulatory excellence to ensure public safety.**

**The Service Improvement Allocation presents an opportunity to recognize the unique nature of these roles by providing temporary retention support to existing employees and to support recruitment efforts. Accordingly, the Employer and PEA agree to the following adjustments for roles in the following grids:**

<b>OGC 1</b>	<b>\$400.00</b>
<b>OGC 2</b>	<b>\$350.00</b>
<b>OGC 3</b>	<b>\$300.00</b>
<b>OGC 4</b>	<b>\$250.00</b>

**These adjustments will be applied effective 1 July 2019, 1 July 2020 and 1 July 2021 and for the purpose of calculating General Wage Increases, these adjustments are not considered.**

**This LOU and the adjustments outlined above will expire on June 30, 2022 unless extended by mutual agreement of the parties.**

**Letter of Understanding #7**  
**RE: Allowances**

**The Employer and Union agree that applicable allowances will increase 2% effective 1 July 2019, 1 July 2020 and 1 July 2022.**

**ADDENDUM A – Salary Grid**  
**Effective 1 July 2019 (2.0% GWI)**

	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$51,494.86	\$4,291.24	\$1,973.79	\$28.1970
	2	\$53,812.26	\$4,484.35	\$2,062.62	\$29.4660
	3	\$56,233.73	\$4,686.14	\$2,155.43	\$30.7919
	4	\$58,764.05	\$4,897.00	\$2,252.42	\$32.1774
OGC 2	1	\$61,408.56	\$5,117.38	\$2,353.78	\$33.6255
	2	\$64,172.05	\$5,347.67	\$2,459.71	\$35.1387
	3	\$67,059.66	\$5,588.31	\$2,570.39	\$36.7198
	4	\$70,077.37	\$5,839.78	\$2,686.06	\$38.3723
OGC 3	1	\$72,530.22	\$6,044.19	\$2,780.08	\$39.7154
	2	\$75,068.68	\$6,255.72	\$2,877.37	\$41.1053
	3	\$77,695.92	\$6,474.66	\$2,978.08	\$42.5439
	4	\$80,415.51	\$6,701.29	\$3,082.32	\$44.0331
	5	\$83,230.03	\$6,935.84	\$3,190.20	\$45.5743
OGC 4	1	\$86,143.07	\$7,178.59	\$3,301.85	\$47.1693
	2	\$89,158.20	\$7,429.85	\$3,417.42	\$48.8203
	3	\$92,278.58	\$7,689.88	\$3,537.03	\$50.5290
	4	\$95,508.21	\$7,959.02	\$3,660.82	\$52.2974
	5	\$98,851.24	\$8,237.60	\$3,788.96	\$54.1280
OGC 5	1	\$102,310.86	\$8,525.90	\$3,921.56	\$56.0223
	2	\$105,891.83	\$8,824.32	\$4,058.82	\$57.9832
	3	\$109,598.12	\$9,133.18	\$4,200.88	\$60.0126
	4	\$113,434.11	\$9,452.84	\$4,347.92	\$62.1131
	5	\$117,404.16	\$9,783.68	\$4,500.09	\$64.2870

Effective 1 July 2020 (2.0% GWI)

Grid Level	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$52,524.75	\$4,377.06	\$2,013.27	\$28.7610
	2	\$54,888.50	\$4,574.04	\$2,103.87	\$30.0553
	3	\$57,358.41	\$4,779.87	\$2,198.54	\$31.4077
	4	\$59,939.33	\$4,994.94	\$2,297.47	\$32.8210
OGC 2	1	\$62,636.73	\$5,219.73	\$2,400.86	\$34.2980
	2	\$65,455.49	\$5,454.62	\$2,508.90	\$35.8415
	3	\$68,400.85	\$5,700.07	\$2,621.80	\$37.4542
	4	\$71,478.92	\$5,956.58	\$2,739.78	\$39.1397
OGC 3	1	\$73,980.83	\$6,165.07	\$2,835.68	\$40.5097
	2	\$76,570.05	\$6,380.84	\$2,934.92	\$41.9275
	3	\$79,249.83	\$6,604.15	\$3,037.64	\$43.3948
	4	\$82,023.82	\$6,835.32	\$3,143.96	\$44.9138
	5	\$84,894.63	\$7,074.55	\$3,254.00	\$46.4857
OGC 4	1	\$87,865.93	\$7,322.16	\$3,367.89	\$48.1127
	2	\$90,941.36	\$7,578.45	\$3,485.77	\$49.7967
	3	\$94,124.16	\$7,843.68	\$3,607.77	\$51.5396
	4	\$97,418.37	\$8,118.20	\$3,734.04	\$53.3434
	5	\$100,828.27	\$8,402.36	\$3,864.74	\$55.2105
OGC 5	1	\$104,357.08	\$8,696.42	\$4,000.00	\$57.1428
	2	\$108,009.67	\$9,000.81	\$4,140.00	\$59.1428
	3	\$111,790.09	\$9,315.84	\$4,284.90	\$61.2129
	4	\$115,702.79	\$9,641.90	\$4,434.88	\$63.3554
	5	\$119,752.24	\$9,979.35	\$4,590.09	\$65.5727

Effective 1 July 2021 (2.0% GWI)

Grid Level	Step	Annual	Monthly	Biweekly	Hourly
OGC 1	1	\$53,575.25	\$4,464.60	\$2,053.53	\$29.3362
	2	\$55,986.27	\$4,665.52	\$2,145.95	\$30.6564
	3	\$58,505.58	\$4,875.46	\$2,242.51	\$32.0359
	4	\$61,138.11	\$5,094.84	\$2,343.42	\$33.4774
OGC 2	1	\$63,889.47	\$5,324.12	\$2,448.88	\$34.9839
	2	\$66,764.60	\$5,563.72	\$2,559.08	\$36.5583
	3	\$69,768.87	\$5,814.07	\$2,674.23	\$38.2033
	4	\$72,908.49	\$6,075.71	\$2,794.57	\$39.9225
OGC 3	1	\$75,460.44	\$6,288.37	\$2,892.39	\$41.3199
	2	\$78,101.45	\$6,508.45	\$2,993.62	\$42.7660
	3	\$80,834.83	\$6,736.24	\$3,098.39	\$44.2627
	4	\$83,664.29	\$6,972.02	\$3,206.84	\$45.8120
	5	\$86,592.53	\$7,216.04	\$3,319.08	\$47.4155
OGC 4	1	\$89,623.25	\$7,468.60	\$3,435.25	\$49.0750
	2	\$92,760.19	\$7,730.02	\$3,555.49	\$50.7927
	3	\$96,006.64	\$8,000.55	\$3,679.92	\$52.5703
	4	\$99,366.74	\$8,280.56	\$3,808.72	\$54.4102
	5	\$102,844.83	\$8,570.40	\$3,942.03	\$56.3147
OGC 5	1	\$106,444.22	\$8,870.35	\$4,080.00	\$58.2856
	2	\$110,169.86	\$9,180.82	\$4,222.80	\$60.3257
	3	\$114,025.89	\$9,502.16	\$4,370.60	\$62.4371
	4	\$118,016.85	\$9,834.74	\$4,523.57	\$64.6225
	5	\$122,147.29	\$10,178.94	\$4,681.89	\$66.8842