

MEMORANDUM OF AGREEMENT

between the

Justice Institute of British Columbia
(hereinafter called "the Employer")

and the

British Columbia Government and Service Employees' Union
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE JUSTICE INSTITUTE OF BRITISH COLUMBIA, ACTING ON BEHALF OF THE JUSTICE INSTITUTE OF BRITISH COLUMBIA (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE BOARD OF GOVERNORS OF THE JUSTICE INSTITUTE OF BRITISH COLUMBIA;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2014 AND EXPIRING JUNE 30, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for 60 months from July 1, 2014 AND EXPIRING June 30, 2019 both dates inclusive.

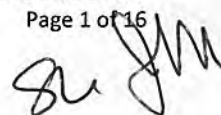
3. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. **Appendix "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. **Appendix "B"**



The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2014 Support Staff Multi-Employer Table ("MET").

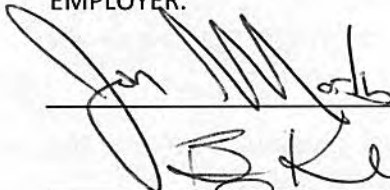
6. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

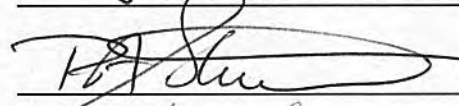
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 14th day of May, 2015.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:



B Kidd

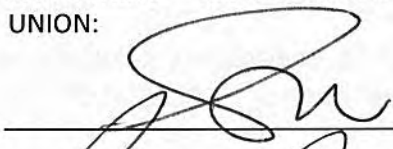


H. J. Smith

Hugh J. Smith

Cynthia Bleick

BARGAINING REPRESENTATIVES FOR THE
UNION:



Paul P. Smith

Stephanie Bez

Sherril Rudeloff

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1. Article 4 – Check-off of Union Dues

(a) to (h) Maintain Current Language

(i) A report of employees who cease employment will be provided to the Union on a quarterly basis.

2. Article 10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

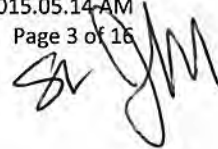
(c) Upon the employee's request any such document, other than official employee appraisals, shall be removed from the employee's file after the expiration of ~~18~~ 24 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

3. Article 12.2 Postings

(a) Vacancies for all positions in the bargaining unit shall be posted internally on the union bulletin boards for seven calendar days prior to the job being advertised externally. This may be varied only with the prior written agreement of the bargaining unit Chairperson or designate. Job postings shall be done subject to this Agreement. Qualified internal applicants shall be given first consideration for filling positions.

(b) The notice of postings shall contain the following information: campus location, nature of position, ability, qualifications, experience, skills, whether shift work is involved, whether flex time is approved and wage or salary rate or range, and the notation: *"The Justice Institute of British Columbia is an equal opportunity employer and is interested in broadening the diversity of its staff. ~~We encourage applications from visible minorities, Aboriginal peoples and persons with disabilities.~~ **We encourage applications from individuals from visible minority groups, individuals of Aboriginal heritage, persons with disabilities and persons of all sexual orientation or gender identity.**"*



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Qualifications may not be established in an arbitrary or discriminatory manner.

- (c) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

4. Article 13.1 Employer Commitments

It is agreed that ~~the institution~~ **the Employer** will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon ~~institutions~~ **the Employer** to communicate effectively with ~~their~~ **its** employees and the Unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a workforce reduction is necessary, the Joint Labour Management ~~or Joint Adjustment~~ Committee will canvas employees in a targeted area or other areas over a 14 calendar day period, or such longer time as the Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

5. Article 22.10 Video Display Terminals

~~(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.~~

(a) (1) Employees who are required to operate VDTs on a continuous basis for a full shift shall be reassigned to alternate work duties for two 10-minute periods. Where alternate work duties are not available, employees shall receive two 10-minute rest breaks. ~~shall be entitled to two additional 10-minute rest breaks per workday to be scheduled by agreement at the local level.~~

(b) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.

~~(c) When employees are required to monitor video display terminals which use cathode ray tubes, then:~~

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(1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals; or

(ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of the Institute within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for pregnancy leave.

(d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(e) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens;

(2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, WorkSafeBC or the Provincial Ministry of Health.

(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the WorkSafeBC publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the WorkSafeBC.

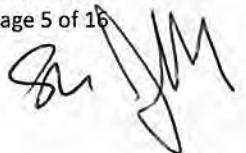
The Employer shall require that any new government owned facility or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of (g) shall apply.

The Permanent Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (e) above and the lighting and other standards recommended by WorkSafeBC publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board WorkSafeBC, are being met.

(g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards referenced in (f) above.

6. Article 22.14 Workplace Violence

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public an attempt or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, including any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.



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(b) Where such potential exists:

(1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;

(2) physical and procedural measures for the protection of employees, applicable to those worksites or work situations, shall be implemented.

(c) The ~~Permanent~~ **Joint** Occupational Health and Safety Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) The ~~Permanent~~ **Joint** Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.

(e) Employees shall be informed concerning the potential for physical violence or verbal abuse ~~from clients, a student, instructors or other members of the public~~ **by a person, other than a worker**, subject to statutory limitation.

(f) Immediate critical incident stress debriefing and ~~post-traumatic~~ counselling **will be made available to employees subjected to violence.** ~~shall be made available for employees who have suffered as a result of violence.~~ **Any worker reporting an injury or adverse symptom as a result of an incident of violence will be advised to consult a physician for treatment or referral.**

Leave required to attend such debriefing or counselling sessions will be without loss of pay.

7. While not to be included in the Collective Agreement, effective **January 1, 2016**, the Extended Health Care Plan will be amended such that the individual and family deductibles will be increased from twenty-five dollars (\$25) to **fifty dollars (\$50)** per calendar year.

8. In exchange for 8. above, the Employer agrees that effective **January 1, 2017**, Article 25.3(a) Extended Health Benefits will be revised as follows:

(3) Vision care benefit claims will be to a maximum of ~~\$250~~**\$400** every two years;

9. In exchange for 8. above, the Employer agrees that Article 25.4 Dental Plan will be revised as follows:

(a) **Effective January 1, 2019**, the Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable dental plan which provides:

- (1) Plan A 100% coverage;
- (2) Plan B 60% coverage;
- (3) Plan C ~~50%~~**60%** coverage.

In addition to the eligible dependants covered in the existing plan, such plan shall include coverage of both same sex and opposite sex common-law spouses.

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with

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dental problems as approved by the plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

(b) An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Effective January 1, 2017, orthodontic services are subject to a lifetime maximum payment of ~~\$3000~~\$3500 per patient.

10. In exchange for 8. above and while not to be included in the Collective Agreement, effective January 1, 2017, the reimbursement for paramedical services will be amended from \$15 per visit maximum for the first twelve (12) visits per calendar year to \$15 per visit maximum for the first five (5) visits per calendar year.

11. In exchange for 8. above and while not to be included in the Collective Agreement, effective January 1, 2018, a **\$1000 combined calendar year maximum** will be provided for paramedical services, limited to \$15 per visit for the first five (5) visits per calendar year.

12. Article 25.3 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. In addition to the eligible dependants covered in the existing plan, such plans shall include coverage of both same sex and opposite sex common-law spouses.

(a) *Extended Health Benefits*

The Employer will amend its Extended Health Benefit Plan provisions to provide the following:

(1) Total lifetime coverage level will be unlimited.

(2) Hearing aid benefit claims will be to a maximum of \$600 every five years.

(3) Eye exams - Effective January 1, 2016, a maximum of \$100 will be reimbursed for eye exams every 24 months.

~~(3)~~(4) Vision care benefit claims will be to a maximum of \$250 every two years.

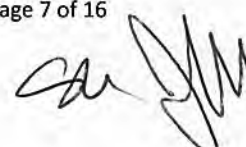
~~(4)~~(5) Diabetes - the cost of needles or, where prescribed by the employee's physician, needle less insulin injectors. Where needle-less insulin injectors are purchased, the maximum payable will be \$500 once every 60 months and cost of needles will not be claimable during that 60 month period.

"Payable" means that the capped amount is reimbursable in full and the plan deductible amounts and co-insurance percentages do not apply.

~~(5)~~(6) Fees of a Registered Clinical Psychologist - up to a maximum of \$600 claimable per family per year;

~~(6)~~(7) Hairpieces for chemotherapy patients not to exceed \$200 claimable every 24 months.

~~(7)~~(8) Breast Prosthetics/Bras - \$500 claimable once every 12 months.



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~~(8)~~**(9)** Reimburse prescription drugs according to Pharmacare rules for generic substitution and reference based pricing, exclusive of oral contraceptives.

~~(9)~~**(10)** Eligibility for coverage under the plan for minor dependent children will end upon reaching age 19 unless the dependent child is in full-time attendance at a post-secondary educational institution.

13. Article 33.7 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Employer shall ~~print sufficient copies~~ **provide electronic access** of the Agreement ~~for distribution~~ to employees.

14. Article 33.15 Employment Equity

~~(a) The parties recognize the need to implement an Employment Equity Program at the Justice Institute. Accordingly, the Employer and Union agree to establish a joint committee to implement the programme which is established by the Province of British Columbia.~~

~~(b) The Joint Committee will be comprised of two representatives appointed by the Employer and two representatives appointed by the Union.~~

~~(c) Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.~~

~~(d) The Joint Committee may establish subcommittees.~~

15. Article 34 Employment Equity

(a) The Justice Institute is committed to providing a work environment free of any form of adverse discrimination **recognizes that respect for the dignity and worth of everyone who works at JIBC is the foundation of harmonious and productive working relationships. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices.**

(b) The parties hereto subscribe to the principles of the *Human Rights Act* **Code** of British Columbia and the *Federal Contractors Program*, which operates in accordance with the federal *Employment Equity Act*.

(c) The parties recognize the need **obligation** to implement **and maintain** an employment equity program at the Justice Institute.

(d) **JIBC subscribes to The Federal Contractors Program to further the goal of achieving workplace equity for designated groups experiencing discrimination in the Canadian labour market.**

(d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment,

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~~advancement or training opportunities at the Justice Institute for reasons unrelated to ability to do the job.~~

~~(e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:~~

~~(1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and~~

~~(2) the long-term career development and advancement of employees.~~

(e) The Employer and the Union will create an Employment Equity Committee of which two participants will be Union members. Employees representing the Union on this Committee shall be on leave of absence without loss of basic pay for time on this Committee.

~~(f) The Labour/Management~~ Employment Equity Committee will ~~is authorized to:~~

(1) advise the Employer on employment equity issues and initiatives;

(2) review employer action plans to ensure they comply with the mandatory procedures and are consistent with employment equity goals;

(3) monitor progress of action plans; and

(4) ensure that an annual progress and activity report is produced and provided to the Employer, Union and where required, to the Federal Contractors Program.

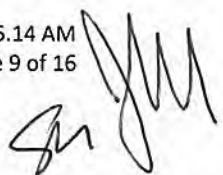
16. Existing Appendices, Letters of Agreement, and Memorandums of Understanding

Amend

- Appendix 1A – Update Appendix 1A as follows:

Appendix 1A Grid Placement

Position Titles	Wage Grid	
Accounts Clerk	9	*
Library Assistant	9	*
Stockworker	9	
Receptionist/Program Assistant	9	*
Accounts Payable/Accounts Receivable Clerk	9	*
Administrative Assistant	9	*
Exam Invigilator, Lower Mainland	9	*
Program Assistant	9	*
Room Booking Representative	9	*
Records Officer	9	
Admissions/Registration Officer	11	*



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Position Titles	Wage Grid	
Building Maintenance Worker	11	*
Library Technician	11	*
Printshop Services Operator	11	*
Registration Officer	11	*
Stores Clerk	11	
Program Representative	11	*
Accounts Receivable Registration/Finance Support Clerk	11	TBR
Administrative/Research Assistant	11	*
Facilities Assistant	13	*
Facilities Administrator	13	
Senior Accounts Receivable/Financial Services Clerk	13	*TBR
Senior Accounts Clerk	13	*
Curriculum & Scheduling Officer	13	TBR
Assistant to the Associate Director	13	*
Web and Marketing Administrator	13	*
Supervisor, Printshop Services	14	*
Supervisor, Administrative Services	14	*
Student Awards & Financial Aid Advisor	14	*
Administrative Assistant to VP, Finance & Administration	14	*
Payroll Representative	16	*
Client Support Analyst	16	
Systems Analyst/Report Writer	16	
Librarian, Reference & Instruction	16	TBR
Librarian, Reference & Electronic Resources	16	TBR
Supervisor, Administrative Services & Assistant to the Dean	16	*
Fire Technician	16	
Financial Services Officer	18	*
Registration Services Advisor	18	
Auditor, Security Training Programs	18	*
Multimedia & Blackboard Technical Specialist	18	*
Client Support Technical Specialist	18	
Program Planner	18	
Web Communications Administrator	18	
Writer/Content Specialist	18	*
Graphic Designer	18	*
Marketing & Special Events Advisor	20	
Media Producer/Technician	20	
Associate Librarian	20	TBR
Server Administrator	20	
Payroll Supervisor	20	TBR
Senior Web Specialist	20	
Assistant Registrar	23	

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Institutional Research Analyst	23	
Web Administrator	23	
Senior Accounting Supervisor	23	*
ERP Functional Analyst	23	TBR
Senior Financial Analyst	25	TBR
Systems Administrator	25	
Network & Security Engineer	25	*

**salary grid range, last two (2) steps only*

TBR – to be rated

- Memorandum of Understanding #1 – Amend as follows:

MEMORANDUM OF UNDERSTANDING #1 Stewards at Step 2 of the Grievance Procedure

The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to a ~~minimum~~ maximum of two stewards to represent employees at Step 2 of the grievance procedure.
2. The mandate of the steward at Step 2 is to:
 - (a) Present the grievance at Step 2.
 - (b) Conduct the Step 2 meeting with the Step 2 Designate. Where it is not feasible for the steward and Step 2 Designate to meet personally, the Step 2 meeting may be conducted by phone.
 - (a) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.
3. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave his/her work shall be obtained as required by Clause 2.6(c).
4. Nothing in this memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.
5. The Labour\Management Committee shall monitor the progress and administration of this Memorandum with the goal of improving its operation, resolving problems or disputes, and gathering and sharing of relevant information.

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- Letter of Understanding #2 – Amend as follows:

LETTER OF UNDERSTANDING #2 Exchange Program

The parties agree that exchange programs between the Justice Institute and other public or private institutions, ~~public and private, will be encouraged~~ can be beneficial to the Employer and employees. ~~Employees~~ When an exchange is viable and beneficial to both the JIBC and an employee, the employee may be granted permission ~~will be given the opportunity to~~ participate in exchange programs at full pay and allowances.

- Memorandum of Agreement #1 Re: Program Planners - Amend list
- Memorandum of Understanding #3 – Amend as follows:

MEMORANDUM OF UNDERSTANDING #3 Telework

The parties agree that the Labour/Management Committee shall meet, within ~~three months~~ a six-month period following the signing of this Agreement, to discuss and explore the feasibility of Telework at JIBC.

The purpose of this discussion is to explore:

- the feasibility of developing a Telework program for bargaining unit employees at JIBC; and
- the potential extent, application, and implementation of any Telework program.

This shall remain a standing item at the Labour/Management Committee meetings for ~~until the parties agree that the work contemplated in this Memorandum has been completed~~ the aforementioned six-month period. At the end of the six-month period, the parties agree that the work contemplated in this Memorandum will be deemed to have been completed.

Renew

- Memorandum of Understanding #2
- Letter of Understanding #3
- Letter of Understanding #4
- Letter of Understanding #5
- Letter of Understanding #6

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Delete

- Letter of Understanding #1 – Re: Education and Training
- Letter of Understanding #7 – Delete as per the MET Agreement

17. Housekeeping

(a) Article 1.6 Human Rights Code

Change reference to *Human Rights Act* to *Human Rights Code* under (b).

(b) Article 12.3 Selection Procedures

The initial assessment of applicants shall be a process which appraises knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types ~~within a classification, which have been evaluated under the selection standards project.~~ If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.

(c) Clause 13.7 Salary Protection.

A regular employee who fills a regular vacancy or displaces a regular employee at a lower classification shall receive salary protection in accordance with Clause ~~27.7~~27.6.

(d) Clause 18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause ~~18.7~~18.6, the scheduling and completion of vacations shall be on a calendar year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls the sixth vacation year, etc.

(c) 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.

(d) Scheduling of vacations shall be subject to the provisions of Clauses 18.9, 18.10, and 18.11 ~~and 18.12~~.

(e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

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(e) Article 19.1 Joint Early Intervention Program (JEIP)

Parties agree to insert the JEIP language as Article 19.1 of the Sick Leave Provisions in the collective agreement pursuant to Item No. 4 of the Multi-Employer Table Template (MET) agreement between the Post-Secondary Employers' Association (PSEA) and the B.C. Government and Service Employees' Union (BCGEU) and the Canadian Union of Public Employees (CUPE), signed on November 21, 2014.

(f) Article 20.13 Maximum Leave Entitlement

Leaves taken by full-time employees under Clauses 20.2, 20.3, 20.4 and 20.12 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer. Other employees who qualify for these leaves will have their total hourly entitlement prorated accordingly.

(g) Article 22.2 Occupational Health and Safety Committee

(i) Any or all employees who have been designated by the Union to attend Union-sponsored Occupational Health and Safety training will be granted a leave of absence without loss of wages, benefits or seniority. The Union will determine what constitutes Union-sponsored occupational health and safety training.

(h) Article 22.14 Workplace Violence

(c) The ~~Permanent~~ Joint Occupational Health and Safety Committee shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) The ~~Permanent~~ Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.

(i) Article 22.19 Stain Injury Prevention

(b) Local occupational health and safety committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

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1. the work methods and practices;
2. the layout and condition of the workplace and workstation;
3. the environmental conditions; and
4. the physical demands of work

in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(j) Article 25.3 (8) Pharmacare Formulary

Article 25.3 ~~(8) Reimburse prescription drugs according to Pharmacare rules for generic substitution and reference based pricing, exclusive of oral contraceptives.~~ **(9) Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.**

(k) Article 27.2 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause ~~27.7~~**27.6**.

(l) Article 27.13 Retiring Allowance

(a) Upon retirement from service an employee who has completed twenty (20) years of service with the Employer ~~(includes service with the Provincial Government for those employees who transferred to the Employer in 1978),~~ and who under the provisions of the Municipal Superannuation Act Pension Plan or the College Pension Plan Act is entitled to receive a superannuation allowance or pension on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary. Length of service credited in Article 11 shall also be credited for payments pursuant to this Article. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

~~(b) An employee scheduled to retire and to receive a superannuation allowance or pension under the Municipal Superannuation Act or the College Pension Act shall be entitled to:~~

- ~~(1) A special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or~~
- ~~(2) A special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.~~

APPENDIX "B"

<Attach MET pdf>

2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE (“MET”)

between

POST-SECONDARY EMPLOYERS’ ASSOCIATION (“PSEA”)

(“the Employers”)

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES’ UNION (“BCGEU”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES (“CUPE”)

The parties have agreed that the following items will form part of the Memorandum of Agreement (“MOA”) between them for the renewal of the local parties’ collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the “BC Provincial Pharmacare Formulary Process Improvement Committee” (“FPIC”) will be formed. The FPIC will:
 - i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees’ Union, and four (4) of the members will be appointed by the Post-Secondary Employers’ Association (“PSEA”);
 - ii. the FPIC will complete their work by December 31, 2015 (the “Completion Date”) and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date. ; and
 - iii. Each appointing party will be responsible for all costs related to their members’ involvement in the FPIC.

The purpose of the FPIC will be to:

- a. identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary ("*Pharmacare Formulary*") including issues related to customer service by the insurance carrier;
 - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
 - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
 - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the "*Formulary Drug*") and that drug was recently delisted from the Formulary (the "*Delisted Drug*") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary ("*Non-Pharmacare Formulary Drug*"); or
 - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("*Special Authority Drug*") and the individual either:
 - 1. does not want to go through the approval process to obtain the Special Authority Drug; or
 - 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,
- the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

2. Administrative Service Delivery Transformation Project (ASDTP):

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

3. Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal

- (a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

"Joint Early Intervention Program

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP).
The parties also agreed that the JEIP will incorporate the following principles:

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

- (b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

"Letter of Understanding

Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013."

5. Term of Agreement

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

The continuation language of each local collective agreement's Term of Agreement provision, if any, shall remain as it is in the agreement currently in force.

6. Wage Increase

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

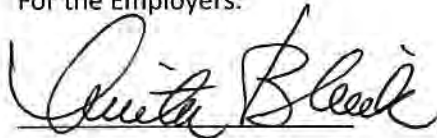
- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:



Anita Bleick, PSEA CEO



Rhonda Bender, PSEA

For the Unions:



Linsay Buss, BCGEU Staff



Ian McLean, CUPE Staff



Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (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 April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 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 twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA 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 LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (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 (1/2) 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 (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

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 commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

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

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (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 fifty percent (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
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

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).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.