

MEMORANDUM OF AGREEMENT

between

British Columbia Assessment Authority

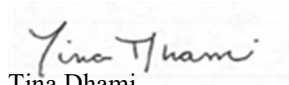
and

Canadian Union of Public Employees Local 1767


The Parties agree to recommend for ratification to their respective principals the attached amendments to form the January 1, 2022 – December 31, 2024 collective agreement. Unless otherwise agreed to be amended by this Memorandum of Agreement, all clauses in the January 1, 2019 – December 31, 2021 collective agreement will remain unchanged.

Also included are confirmations respecting other matters agreed by the Parties.


Signed by the Union:


Tina Dhami
President


Becky Olson
Vice President



David Robertson
Secretary-Treasurer



Kurtis Williams
Regional Director


Mark Hilker
Regional Director


DATE: September 29, 2022


Signed by the Employer:


Laura Schwagele
Director, Assessment Legal and Appeals


Heather Stewart-Drewry
Director, People Services


Natasha Chen
Director, Property Information & Marketing


Geoff Radtke
Director, Quality Standards and Practices


Preet Basra
Manager, Assessment Appeals

DATE: September 29, 2022

Territory Acknowledgment

BC Assessment and CUPE 1767 acknowledge that we live and work on the traditional unceded territories of over 200 First Nations and Indigenous cultures in what is now called British Columbia. BC Assessment and CUPE 1767 commit to enlightening ourselves and one another about the history and ongoing impacts of colonization and affirm our commitment to action toward reconciliation and decolonization in our workplace and communities.

1. PREAMBLE

1.03 Corporate Humanism

This Contract has been developed under a mutually agreed upon concept of Corporate Humanism in recognition of the fact that "the need for control over ones working life is a deep and enduring trait in all human beings". **The parties subscribe to the principles of the *Human Rights Code of British Columbia*.**

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1767 as the sole and exclusive collective bargaining agent for all of its employees save and except as listed, and hereby agrees to negotiate with the Union concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Assessors

Assessment Legal Counsel

Board Coordinator

Change Manager

Deputy Assessors

Directors

Executive Administrative Assistants

Executive Coordinators

Human Resources Department

Legal Counsel

Manager, Accounting and Reporting

Manager, Application Development Services

Manager, Appraisal Modelling

Manager, Assessment Legal

~~Manager, Administrative Services~~

Manager, Assessment Appeals

Manager, Assessment ~~Operations~~

Manager, Audit Services

Manager, Business Analytics & Innovation

Manager, Business Planning and Performance Reporting

Manager, Business Consulting

~~Manager, Business Solutions~~

Manager, Communications and Government Relations

~~Manager, Continuous Improvement~~

Manager, Corporate Project Management Office and Governance

Manager, Customer Relations
Manager, Customer Services
Manager, Data Maintenance
~~Manager, Data Analytics and Quality Assurance~~
 Manager, Data Management and Reporting
 Manager, Data Services
 Manager, Enterprise Architecture
 Manager, Facilities
~~Manager, Financial Operations~~
 Manager, Financial Planning and Analysis
Manager, First Nations Customers Indigenous Relations
 Manager, IM/IT Planning & Governance
Manager, ITS Programs
~~Manager, Information Access & Privacy~~
 Manager, Local Government Customers
 Manager, Major Industry
 Manager, Pay and Benefits
Manager, PMO & IMIT Governance
~~Manager, Planning and Risk Management~~
 Manager, Product Development
 Manager, Project Integration
 Manager, Property Assessment
 Manager, Property Data Accuracy
 Manager, Property Information
Manager Quality Reporting and Analytics
 Manager, Service Operations
 Manager, Services Management
 Manager, Specialized Cost Properties
 Manager, Technology Integration
Manager, Workday Product Solutions
 Paralegal
 Planning & Implementation Advisor, ~~Field Ops~~
 Policy Analysts
 Privacy & Legal Services Analyst
Privacy Officer and Manager Information Access
 President and CEO
 Procurement Manager
 Senior Internal Auditor
 Senior Security Analyst
 Vice Presidents
Workday Solutions Analyst

14. DISCIPLINE

14.02 Letters of Expectation

While it is acknowledged that Letters of Expectation are not disciplinary, after ~~36~~ 24 months from the date the letter was issued, an employee may request to have the Letter of Expectation removed from their file, provided the employee has worked those ~~36~~ 24 months and there has been no further Letter(s) of Expectation or discipline.

15. SENIORITY

15.04 Probationary Periods

- (a) Probationary periods for all new permanent employee appointments will be six months of active employment. ~~This includes temporary employees who are appointed to permanent status. Probationary periods may be extended by mutual agreement.~~
- (b) The Employer may waive the probationary period in exceptional circumstances where it is satisfied the employee has sufficient previous experience and has demonstrated satisfactory performance as a temporary employee in the same classification.
- (c) **Notwithstanding above, the probation period for temporary employees who have been permanently appointed, will be three months if the employee was in the same classification, for a minimum of three consecutive months within the preceding twelve months.**
- (d) **Probationary periods may be extended by mutual agreement.**

Note: Applicable to all new appointments after date of ratification. Probation periods for employees hired prior to the date of ratification will remain unchanged, except that no employee's probation period shall extend more than 6 months past the date of ratification.

15.06 Definition of Employee

Employee means a member of the bargaining unit appointed pursuant to section 13 of the *Assessment Authority Act*, and includes:

- (a) Permanent employees – means an employee who is employed for work which is of a continuous nature on either a full time or less than full time basis, and who is normally appointed through open competition.
- (b) Temporary employees - means an employee who is employed for a limited period of time. Temporary employees are normally hired for special work projects or unusual or peak workloads or other special circumstances, or summer relief.

~~1. Effective January 1, 2020, temporary employees who work a minimum of 5,481 hours in 36 months of continuous service, in the same position and same location, will receive an offer of conversion from temporary status to permanent status; and will retain their service seniority.~~

16. **PROMOTIONS AND INTERNAL STAFF CHANGES**

16.05 Short-term Vacancies

- (a) For the purposes of this Article, short-term vacancies are vacancies which the employer intends to fill for a definite period or on a non-continuing basis. The vacancy may occur because of vacation, hiring lag, a leave of absence, a project or other non-permanent circumstance.
- (b) An employee who is temporarily assigned to fill a short-term vacancy at a higher classification for a minimum of three consecutive work days shall be paid substitution pay in accordance with Article 25.04 from the first day of the assignment.
- (c) **The Employer will provide the Union with a list of all bargaining unit employees in active temporary assignments, the start and end date of the assignment and the assignment position, on a monthly basis.**

18. HOURS OF WORK

18.03 Hours of Work

- (a) A permanent employee will have a work schedule consisting of 140 hours, exclusive of meal breaks, over a period of four weeks.
- (b) Prior to the commencement of each four week scheduling period, the employee will submit to their supervisor for approval a work schedule that will meet upcoming work objectives for the period.
 - 1. All work schedules will indicate the regular starting and finishing times of each work day, as well as any scheduled days of absence.
 - 2. All hours actually worked or on approved paid absence will be recorded.
 - 3. The Director/Assessor will coordinate the schedules submitted to ensure that the department or office has adequate coverage for the full period.
- (c) The following scheduling guidelines will apply:
 - 1. The maximum daily hours of work will be 8.5 hours per working day, exclusive of meal periods. The minimum daily hours of work will be 3.5 hours per working day.
 - 2. The employee must work or have paid leave scheduled on at least three days each business week (Monday to Friday).
 - 3. Personal appointments will be scheduled during employee time (i.e. unpaid) with the exception of approved leave under Article 24.01 (e).
 - 4. Once approved, the work schedule may be adjusted by mutual agreement within the limits of 8.5 hours per day or 140 hours over four weeks.
 - 5. If the manager and the employee are unable to agree to change the approved schedule, and if the required schedule changes result in additional work hours beyond the approved schedule which are in excess of 7 hours per day or 140 hours over four weeks, then overtime rates will be payable.
- (d) When an employee is absent from work as a result of one of the following reasons, the corresponding credit will be recorded in the work schedule:

Statutory Holiday (Article 21)	Maximum 7 hours.
Vacation (Article 22)	Not less than 15 minutes per day and not more than 8.5 hours per day.

Sickness (Article 23.01)	For the remainder of the approved work schedule, the absence will be recorded in accordance with the work schedule up to a maximum of 7 hours per day. Thereafter, the absence will be recorded as 7 hours per day. <u>Effective as of the date of ratification:</u> For the remainder of the approved work schedule, the absence will be recorded in accordance with the approved work schedule up to a maximum of 7 8.5 hours per day. Thereafter, the absence will be recorded as 7 hours per day.
Training Assignment	If the employee is assigned to a training programme by the Employer, actual training and travel time will be recorded as time worked. This time may be in excess of the maximum daily hours and despite being overtime will be recorded as straight time. For the purposes of this article the “BC Assessment Education Seminar” is considered a training programme. Travel to and from
	the seminar and its training sessions are considered time worked. Notwithstanding the foregoing any travel on a day of rest will be considered overtime and Article 19 will apply. Leave for examinations under Article 16.13 (d) will be recorded as time worked up to a maximum of 7 hours.
Leave of Absence (Article 24)	As specified in Article 24, where ‘day’ means 7 hours.

- (e) The Director/Assessor shall determine the work schedule to be worked by temporary or probationary employees.
- (f) When an appraisal crew (or an individual Appraiser) is scheduled to work in an area isolated from the office, the majority of the crew, including other employees scheduled to work with the crew, may reach mutual agreement with the Director/Assessor to work a compressed work schedule by increasing the daily hours up to a maximum of 10 and by re-scheduling days off. Where a compressed work week of this type is agreed to, all members of the crew will be required to work that schedule. Under this schedule an employee shall not work more than seven consecutive calendar days.

18.04 Leave for Less than Full-Time Work

- (a) An employee with a minimum of one year of service may apply to work less than full-time for up to two consecutive years. The employee shall make every reasonable effort to provide the request at least 45 working days prior to the anticipated commencement. Consideration of any requests will be subject to operational demands, including but not limited to, training and field programs.
- (b) The employee must work a minimum of 35 hours during a two-week averaging period, scheduled at the local level and will be eligible for benefits in accordance with Article 18.05.
- (c) One month written notice must be given to the Employer should the employee wish to return to fulltime work prior to the agreed upon date. The Employer will endeavour to accommodate this request.
- (d) Not less than 45 working days prior to the end of the leave period, the employee may apply in writing for an extension for a further leave period of up to two years.
- (e) If not extended, the employee will revert to full-time work at the end of the leave period.

- (f) Approval, extension and/or early termination of the leave will not be unreasonably withheld.
- (g) **Effective December 31, 2022, subject to operational requirements, an employee with a less than full time schedule may request to deviate from that schedule provided that:**
 - (i) **The same number of hours are worked within the week; and**
 - (ii) **Paid leave under articles 23 and 24 shall only apply to pre-approved schedule changes.**

19. **OVERTIME**

19.07 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half hours of overtime before or after, but joined to the employee's scheduled hours of work, shall be provided with a meal or shall be reimbursed the amount of \$17 **equivalent to lunch in 25.14(a)**. A meal break of one-half hour with pay shall be given.
- (b) If an employee continues to work overtime beyond the initial three hours, a further meal or allowance and meal break, as above, shall be provided upon completion of an additional four hours thereafter.
- (c) Where any of the meals provided under (a) or (b) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.
- (d) An employee who is Teleworking from a domestic residence under Article 33 and meets the criteria in (a) shall be provided a meal break of one-half hour with pay as per (a) and (b) above. However, the Teleworking employee is not entitled to be provided with a meal or be reimbursed for any amount.

19.08 No Layoff to Compensate for Overtime and Overtime Accumulation

- (a) Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- (b) Employees may elect to accumulate overtime hours equivalent to a maximum of 10 working days in any calendar year in lieu of payment.
- (c) The period in which such time shall be taken off shall be arranged between the employee and the local Assessor or Director.
- (d) ~~Employees who elect to take time off in lieu shall normally be permitted no more than five days off within each of the calendar periods January to June and July to December. The Assessor or Director may, at their discretion, grant greater time off up to the 10 day maximum during either of the periods January to June or July to December.~~ **Not Applicable**
- (e) The deferred overtime bank shall be utilized in the following way:
 1. Once the maximum of 10 days deferred time off in lieu of overtime has been reached, the accumulation shall cease and the employee will be reimbursed for future overtime in accordance with Article 19.06.

2. When as a result of taking accumulated time off, the total in the employee's bank falls below 10 days, the employee may again accumulate up to the 10 day maximum.
 3. An employee's overtime bank may be replenished or accumulated in any calendar year by no more than 10 days in accordance with (b) above.
- (f) Time off in lieu of overtime shall be accumulated in accordance with the premium amount. For each hour worked at time and one-half, one and one-half hours shall be accumulated. For each hour worked at double time, two hours shall be accumulated.

21. PAID HOLIDAYS

21.01 Paid Holidays

- (a) The following have been designated paid holidays:

<u>Day for Truth and Reconciliation</u>	Canada Day
New Year's Day	British Columbia Day
Labour Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	

Any other holiday proclaimed as a holiday by the Federal or Provincial Governments shall also be a paid holiday.

- (b) In order for a temporary employee to qualify for paid holidays as listed in Section (a) above, the employee shall have worked for at least 15 days during the 30 calendar days immediately preceding the paid holiday and must have completed at least 30 days of employment.

22. ANNUAL VACATIONS

22.01 Definitions

- (a) Vacation Year

For the purposes of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

- (b) First Vacation Year

The first vacation year is the calendar year in which the employee's first anniversary falls **and includes time worked on continuous temporary status.**

22.10 Vacation Entitlement Calculations

Vacation entitlement shall be calculated on the basis of the aggregate of the years continuously served:

- (a) ~~In the employ of the last employer immediately prior to the employee being designated in accordance with the provisions of the *Assessment Authority of British Columbia Act*, and~~ **In the employ of BC Assessment, or**

- (b) In the employ of the Authority. In the employ of another employer who participates in the Public Service Pension Plan, immediately preceding their employment at BC Assessment. The preceding service will be recognized to calculate vacation entitlement per article 22.02 (a) but not be eligible for the calculation of years of service for retirement allowance as set out in article 22A.

22A. RETIREMENT ALLOWANCES

In consideration of long service at BC Assessment, an employee who retires under the terms of the *Public Sector Pension Plans Act*, shall receive as a retiring allowance the following sums:

- (a) one and one-half days (10.5 hours) pay at the employee's then ~~current~~ **base** rate of pay for each year of service as defined in Article 22.10. Beginning in the 25th year, retirement allowance is calculated as follows:

Year		
	25	38 days (266 hours)
	26	40 days (280 hours)
	27	42 days (294 hours)
	28	45 days (315 hours)
	29	47 days (329 hours)
	30	50 days (350 hours)
	31	52 days (364 hours)
	32	53 days (371 hours)
	33	55 days (385 hours)
34	56 days	(392 hours)
35	57 days	(399 hours)

This retirement allowance shall not be payable if severance pay is payable pursuant to Articles 17, 30 or 31.02; and

- (b) where an employee is entitled to take vacation in a year, but retires as described herein, then on retirement, a further retirement allowance shall be paid the employee based on the following formula:
 $(X-Y) \times S$

where

X = the number of days of annual vacation entitlement, as calculated by article 22.02, assuming service throughout the year, and

Y = the number of days of vacation entitlement earned to the date of retirement, as calculated by article 22.04, and

S = the per diem salary entitlement of the employee immediately prior to retirement.

This provision shall not apply to an employee who retires while on long term disability insurance (excluding those employees on the rehabilitation portion of the program who remained at work) or who receives a disability pension (excepting those employees who remain at work with the Authority).

- (c) The employee shall make every reasonable effort to provide written notice to the Employer of their intent to retire at least 60 days in advance of their retirement date, meaning the expected last day of

active employment. The notice may be changed or rescinded by the employee during the notice period; however, it is irrevocable after the retirement date.

23. SICK LEAVE AND LONG TERM DISABILITY

23.01 Short Term Illness or Injury

- (a) For absences due to any single illness the Employer agrees to pay:
 - (i) 100% of income for the first 60 working days.
 - (ii) 75% of base pay for the subsequent 60 working days.
- (b) Notwithstanding the foregoing, any absence due to illness or injury in excess of five consecutive working days must be supported by a written statement from a licensed medical practitioner. Failure to provide a written statement from a licensed medical practitioner shall be cause for disallowance of sick leave pay for the full period. When the Employer perceives an abuse or misuse of sick leave by an employee, a written statement from a licensed medical practitioner may be required at the discretion of the Employer and where an employee has been advised prior to their return to work that medical evidence will be required, and fails to provide acceptable medical evidence, it shall be cause for disallowance for sick leave pay.
- (c) Coverage for permanent employees will commence immediately upon employment and for temporary employees on the day after the ~~fourth~~ **third** month of continuous service. Temporary employees with greater than one month of service but less than ~~four~~ **three** months shall be eligible for up to ~~14~~ **17** hours of paid sick leave. Coverage for all employees will terminate immediately upon cessation of employment, including layoff pursuant to Article 17.
- (d) With the exception of the written medical statements referenced above, where the Employer requires an additional medical assessment from the employee's physician, which may include a further assessment of the employee's employment limitations or capabilities, the employee will be reimbursed for 50% of the cost of the medical assessment, up to the current limits of the BC Medical Association fee guide, upon production of receipts.

24. LEAVE OF ABSENCE

24.01 Special Leave

- (a) An employee is entitled to one day (7 hours) of special leave per calendar year to attend to personal matters that may arise. The employee will endeavour to provide reasonable notice.
- (b) Special leave shall not be scheduled for periods of less than ~~half a day (3.5 hours)~~ **one hour (1 hour)**. An employee may accumulate special leave up to a maximum of ~~four~~ **three** days (~~28~~ **21** hours).
- (c) In the case of illness of a dependent child of an employee, and when no one in the employee's home other than the employee can provide for the needs of the ill child, the employee shall be granted one day leave with pay to arrange for the care of the ill child. The employer may request medical evidence from a licensed medical practitioner to support the reason for the leave when it appears that a pattern of consistent absence is developing.
- (d) In the case of serious illness or hospitalization of the spouse or parent of the employee, when no one other than the employee can provide for the needs of the spouse or parent, the employee may request

leave for up to two days (14 hours) leave with pay per calendar year. ~~Effective January 1, 2021, in~~ **In** the case of hospitalization of a dependent child, where the employee is required to provide direction to the child's medical caregivers, the employee may request up to two days (14 hours) leave with pay per calendar year.

- (e) In areas where adequate medical and dental facilities are not available, an employee may request leave with pay for up to a maximum of four days (28 hours) per calendar year for travel treatment to the nearest appropriate medical facility. The employer may request medical evidence to support the reason for the leave.

24.05 Bereavement Leave

- (a) In the event of the death of a member of an employee's immediate family, the employee shall be allowed leave with pay for a period of up to three consecutive work days (21 hours). In addition, the employee may be granted up to two days (14 hours) for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest. For purposes of this Agreement, "immediate family" shall be defined as the employee's parent, spouse (including common-law), child, ~~sibling~~ ~~brother~~, ~~sister~~, ~~father-in-law~~, ~~mother~~ ~~parent~~-in-law, grandchild, grandparent, step-parent, step-child and any other ~~relative~~ **person** permanently residing in the employee's household or with whom the employee permanently resided. Dependent on specific individual circumstances, the Employer may extend the above time limits.
- (b) In the event of the death of an employee's ~~sibling~~ ~~brother-in-law~~, ~~sister-in-law~~, ~~son-in-law~~ or ~~child~~ ~~daughter-in-law~~, the employee shall be entitled to special **bereavement** leave of one day (7 hours) for the purpose of attending the funeral.
- (c) Where circumstances are such that a ceremonial occasion attended by the employee does not occur within the bereavement leave period outlined in paragraph (a), the balance of the bereavement leave, if any, may be taken at the time of the ceremonial occasion.

NEW 24.10 Indigenous Spiritual or Ceremonial Leave

- (a) Employees wishing to attend or participate in Indigenous spiritual, ceremonial or cultural observances required by Indigenous faith or culture are eligible for up to 5 days leave per calendar year of which two days (14 hours) shall be paid.**
- (b) An employee will notify the Employer of the leave duration and whenever possible will provide notice at least 2 weeks in advance of the leave.**

NEW 24.11 Leave Respecting Domestic or Sexual Violence

The Parties to this Agreement recognize the impact that domestic and sexual violence may have on employees' lives. Further to this, the Employer agrees that employees are entitled to the leave provisions outlined in Section 52.5 of the *Employment Standards Act*.

NEW 24.12 Cultural or Religious Observance Leave

Upon request, an employee shall be granted up to two days per calendar year without pay for the observance of their own cultural or religious identity not already acknowledged in the collective agreement. Employees shall provide the employer with two weeks notice of the leave requested.

25. PAYMENT OF WAGES AND ALLOWANCES

25.03 Increments

The following procedure will be observed in applying increments as set forth under Schedule "A" of this Agreement:

- (a) A newly hired employee shall progress from first increment to second increment effective the date the employee fully completes 12 months in the classification from the date of hire.

The employee shall be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

- (b) An employee who has been promoted to a different classification shall be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

An employee who has transferred to a different position with the same maximum salary shall retain their current increment date and be eligible to progress to the next step on the date of completion of each subsequent 12 months in the same classification.

- (c) Notwithstanding paragraph (b), upon promotion, where an employee who is fully qualified for the classification, has been temporarily assigned (16.06 or 16.07) in the same classification as the one to which ~~their has~~ **they have** been promoted, the employee shall accrue that time towards an increment provided that the temporary assignment occurred in the ~~±2~~ **24** months immediately prior to the promotion and was for a minimum of eight weeks.

- (d) Notwithstanding paragraph (a), should a newly hired employee ("New Hire") be assigned a rate above Step 1 of the salary range for their classification, any existing employees at the same work location and in the same classification who have successfully completed probation and who are being paid below that Step, will be raised to that Step. This includes existing employees who are temporarily assigned in the classification on the start date of the New Hire, and who remain in the classification continuously, and who are subsequently promoted into the classification within 12 months of the start date of the New Hire. Those existing employees who successfully complete probation will have their pay rate retroactively raised effective as of the first day of probation.

25.04 Pay for Senior Capacity

- (a) When an employee covered by this Agreement is requested or appointed to accept the responsibilities and carry out the duties incident to a position which is senior to the position which they normally holds in accordance with Article 16.06 or 16.07 the employee shall be paid at the minimum rate of the new salary range or the rate which is the closest step to 8% above the employees ~~current~~ **base** salary rate, whichever is greater, but not more than the top of the new salary range. Appointments of employees to a level of higher responsibility must be authorized in writing.
- (b) ~~Effective May 13, 2019, a~~An exception to (a) above is when a designated Appraiser II **or Appraisal Analyst** (as per LOU #25 – Appraisal Accreditation/Designation) is temporarily promoted to the Senior Appraiser **or Senior Appraisal Analyst** classification. When this occurs, the salary rate used

to calculate their placement will be the employee's **current base** salary rate plus the add-to-pay. For clarity **example**, the **a** designated Appraiser II will be temporarily placed at the salary rate which is the closest step to 8% above the employee's **current base** salary rate or the minimum salary of the Senior Appraiser classification, whichever is the greater.

25.05 Promotion or Reclassification Pay Increases

Upon the promotion or reclassification of an employee to a position in a class with a higher maximum salary assignment than that assigned to the employee's former class, the employee's salary shall be:

- (a) That salary rate which is the closest step to 8% above the employee's **current base** salary rate or the minimum salary of the new class, whichever is the greater.
- (b) Under no circumstance will the new salary rate exceed the maximum of the new class.
- (c) ~~Effective May 13, 2019, a~~ An exception to (a) above is when a designated Appraiser II **or Appraisal Analyst** (as per LOU #25 – Appraisal Accreditation/Designation) is promoted to the Senior Appraiser **or Senior Appraisal Analyst** classification. When this occurs, the salary rate used to calculate their placement will be the employee's **current base** salary rate plus the add-to-pay. For clarity **example**, the **a** designated Appraiser II will be placed at the salary rate which is the closest step to 8% above the employee's **current base** salary rate or the minimum salary of the Senior Appraiser classification, whichever is the greater.

25.07 Safety Footwear Allowance

Where an employee is regularly required to conduct inspections in construction, industrial or other sites where they are required to wear safety footwear by the Employer, WorkSafeBC Regulations, or by local Site Regulations, they will be entitled to be reimbursed ~~\$180.00~~ once every three years **based on the schedule below**, upon production of a receipt. The safety footwear must be CSA approved and suitable for the conditions in which they are worn.

Allowance schedule:

<u>Year</u>	<u>Allowance</u>
<u>2022</u>	<u>\$ 187.00</u>
<u>2023</u>	<u>\$ 197.00</u>
<u>2024</u>	<u>\$ 201.00</u>

Note: Effective from the date of ratification

25.09 Transportation Reimbursement for "Casual Use Vehicles"

- (a) For "casual use vehicles" driven on behalf of the Employer, the reimbursement rate shall be **equal to the Canada Revenue Agency "Reasonable Per-Kilometre Allowance" rates as of the date of vehicle use.**

Date	Rate per kilometer

January 1, 2019	\$0.55
January 1, 2020	\$0.56
January 1, 2021	\$0.57

- (b) **When, through no fault of their own, an employee’s personal vehicle is damaged in the course of performing their approved duties, the Employer agrees to reimburse the cost of the employee’s insurance deductible, up to a maximum of \$300.**

25.11 Payment upon Death of an Employee

Where an employee, ~~except a temporary employee,~~ dies while employed with the BC Assessment Authority, the Employer shall pay the current month salary plus one month salary. This payment shall be made to the dependants or beneficiary as determined by the employee on the appropriate form kept on file by the Employer. The Employer shall remind the employees on an annual basis of the need to complete a change of beneficiary form if there has been a change in beneficiary.

25.13 Relocation

- (a) Promotions

An employee who moves from one community to another as a result of winning a promotion through the "selection competition process" or moves at the Employer's request shall be entitled to transfer expenses as outlined in the Transfer Regulations of the Employer (Schedules "D¹" and "D²"). The Employer agrees not to change the Transfer Regulations (Schedules "D¹" and "D²") EXCEPT by mutual agreement between the Employer and the Union.

- (b) An employee who moves from one geographic area to another as a result of winning a position in the same classification through the “selection competition process” shall be entitled to transfer expenses as outlined in the Transfer Regulations (Schedule “D¹”).

The transfer involves relocation from one geographic area to another as defined as follows: -
 Uptown and Victoria
 - Vancouver, ~~and Surrey~~ **and (Langley- effective September 30, 2022)**
 - Other Assessment Areas as individual geographic areas

- (c) Subsequent to a transfer, if the employee resigns from employment with BC Assessment prior to completing ~~24~~**12** months of employment, the employee must repay the amount of transfer assistance received under Schedules D1 and D2, on a pro rata basis.

25.14 Meal Allowance

- (a) A meal allowance while on travel status shall be accorded as follows:

Meal	<u>Effective Date of Ratification</u>	January 1, 2023	January 1, 2024
Breakfast	<u>\$14.00</u>	<u>\$14.80*</u>	<u>\$15.10*</u>

Lunch	<u>\$19.80</u>	<u>\$20.90*</u>	<u>\$21.30*</u>
Dinner	<u>\$33.40</u>	<u>\$35.20*</u>	<u>\$35.90*</u>

- (b) If no receipt for lodging is provided while on travel status, ~~\$30.00~~ **\$55.00** (~~\$55.00 effective January 1, 2021~~) may be claimed for each overnight stay away from home.
- (c) Employees who travel by ferry shall be reimbursed (in accordance with the scale in Sub-section (a) above) for meals required while so travelling.

***Note: Rates in 2023 and 2024 reflect the minimum GWI increases. In the event COLA as per LOU #26 is triggered these rates will be adjusted accordingly.**

25.16 Reimbursement of Professional Membership Dues

- (a) Where a permanent employee is required, through their job description, to hold and maintain a membership in a body or organization which grants professional designations, the employee will be reimbursed for the professional membership dues in accordance with this clause.
- (b) To be eligible for reimbursement, an employee must be actively employed during the period covered by the membership in the professional body. For the situations outlined below, reimbursement will be as follows:
1. An employee who is on paid absence prior to retirement will not be reimbursed for dues which are payable after the commencement of that paid absence.
 2. An employee who is in receipt of Long Term Disability benefits will be entitled to claim membership dues reimbursement which are payable only during the first two years of disability. If the employee subsequently returns to work, membership dues will be reimbursed on a prorated basis for that part of the membership period which occurs after their return to work.
- (c) Professional membership dues do not include application fees, administrative fees, candidate or student fees, or liability insurance.
- (d) Only one membership will be reimbursed per employee per calendar year even though an employee may be a member of more than one professional body.
- (e) Where the program requires an employee to be a student member of the professional body prior to completing their education and achieving their designation, employees will be reimbursed for their previous two years of student membership fees upon completion of the program and achieving designation. Only one such reimbursement will be made.
- (f) For appraisal employees, the professional designations considered eligible for reimbursement are:
1. AACI designation
 2. RI(BC) designation and
 - a. Completion of the Urban Land Economics Diploma (Appraisal Specialization or Assessment Specialization); or
 - b. Post Graduate Certificate in Real Property Valuation (PGCV); or
 - c. Bachelor of Business in Real Estate.

3. IAAO designation
 - a. Certified Assessment Evaluator (CAE).
 - b. **Mass Appraisal Specialist (MAS).**
4. RICS designation
 - a. Fellow Royal Institute of Chartered Surveyors, or
 - b. Member Royal Institute of Chartered Surveyors.

Consistent with BC Assessment's promotion of professional accreditation within the appraisal classification, these professional designations will be reimbursed for all appraisal positions although not all appraisal positions require designation.

- (g) Upon production of receipts, professional membership dues will be reimbursed for the calendar year in which the expense is incurred. Receipts must be submitted by December 31 of the calendar year for payment of that year's dues to be eligible.

26. MATERNITY AND PARENTAL LEAVE

26.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee will ~~notify the Employer in writing~~ **provide written notice** at least ~~10~~ **4** weeks **in advance of the intended commencement date of the maternity leave.** ~~prior to the expected birth date of the child, and give the Employer at least 4 weeks notice in writing of their proposed date to commence maternity leave.~~
- (c) The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but will commence no later than ~~six weeks prior to the expected~~ **the actual** birth date of the child. ~~The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~

26.02 Parental Leave

- (a) Upon written request an employee will be entitled to parental leave of up to 63 consecutive weeks without pay. Subject to mutual agreement, the period of parental leave without pay may be split into two periods. Any one period must be a minimum of one work week (Monday to Friday).
- (b) Where both parents are employees of BC Assessment Authority, they shall each qualify for up to 63 weeks of parental leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date. **In case of adoption of a child, the employee shall provide as much notice as possible.**
- (d) Leave taken under this clause will commence:
 1. In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Article 26.01;

2. In the case of the other parent and/or either adoptive parent, immediately following the birth or placement of the adoptive child.

3. The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement; however, the leave must begin within the 78 week period after the date of birth or placement of the adoptive child. Such agreement will not be unreasonably withheld.

(e) An employee's combined entitlement to leave pursuant to 26.01 and 26.02 is limited to 78 weeks.

Such leave request(s) must be supported by appropriate documentation.

26.06 Parental Leave Allowance

(a) An employee, who qualifies for parental leave pursuant to Article 26.02, will be paid a parental leave allowance. In order to receive this allowance, the employee must provide to the Employer 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) The parental leave allowance will consist of a maximum of 35 weekly payments, exclusive of the leave allowance in Articles 26.04 and 26.05, equivalent to the difference between the employment insurance gross benefits payable under the standard parental benefits option, and any other earnings received by the employee and 75% of the employee's basic base pay. Where both parents are employees of BC Assessment Authority, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them and the allowance in 26.04 (b) shall be paid to one employee only.

(c) **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 Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.**

26.07 Benefits Continuation

(a) For leaves taken pursuant to Articles 26.01 and 26.02, the Employer will maintain coverage for medical, extended health, dental, group life and long term disability, and will pay the Employer's share of these premiums for a maximum period of 52 weeks.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 26.08 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.

28. EMPLOYEE BENEFITS

28.04 Dental Plan

(a) The Employer shall provide a plan as follows:

- Dental Plan "A" - 90% cost coverage

White fillings on all teeth (replacement of current silver fillings restricted to evidence of cavities or breakdown)

- Dental Plan "B" - 70% cost coverage. **Effective January 1, 2023 cost coverage increases to 80%**
 - Dental Plan "C" - ~~5575%~~ cost coverage, with a lifetime maximum of \$5,000.00 per patient. **Effective January 1, 2023 lifetime maximum increases to \$10,000 per patient.** ~~Effective January 1, 2020 cost coverage increases to 75% and the lifetime maximum remains at \$5,000 per patient.~~
- (b) The Employer shall contribute 100% of the premiums for Plans "A", "B" and "C".
- (c) Coverage for permanent employees will commence on the first day of the month immediately following six months of continuous employment and for temporary employees on the first day of the month immediately following nine months of continuous employment. Coverage for all employees will terminate immediately when employment ceases.
- (d) If an eligible permanent employee is laid off pursuant to Article 17, coverage will continue for a period of 30 days after the date of layoff. After this period, an employee who continues on layoff shall have the option of maintaining coverage by paying the plan premiums, however, all eligibility for coverage will cease after 12 months on layoff.
- (e) If an eligible employee becomes unable to work due to illness or injury and is in receipt of either short-term illness or long-term disability benefits under Article 23, then coverage will continue for the entire short-term illness period and, if eligible for LTD, for the first two years of the LTD period.

NEW 28.06 Wellness Spending Account

A Wellness Spending Account (WSA) shall be provided for employees who are covered for benefits under Article 28.03 (b) Extended Health Care Plan in the amounts set forth below:

<u>Effective Date</u>	<u>Amount</u>
<u>January 1, 2022</u>	<u>\$395</u>
<u>January 1, 2023</u>	<u>\$425</u>
<u>January 1, 2024</u>	<u>\$430</u>

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits. The amount will be pro-rated to reflect the start date of the employee as well as for those who work less than full time.

The parties agree that in order to assist in the enhancement of the health and wellness of BC Assessment employees, employees shall be permitted to use their WSA for the purchase of:

1. **Memberships and/or admission to fitness facilities;**
2. **Textbooks and/or related media on health and/or wellness related topics;**
3. **Smoking cessation, weight loss or addiction programs;**
4. **Fitness equipment including but not limited to fitness trackers;**
5. **Classes/courses for health/wellness enhancement;**
6. **Fitness Instruction/ Personal Trainers**

To promote Employee wellness this benefit is to be used during the calendar year in which it is earned.

Employees must submit receipt(s) for purchases made within the calendar year as a single claim in Workday to their manager for approval of reimbursement before the deadline set out by the employer prior to fiscal year end.

If an employee has unused WSA funds when they leave the employ of BC Assessment, that unused allowance is forfeited.

31. JOB SECURITY

31.02 Relocation of Offices - Guidelines

It is understood that there may be circumstances where it is necessary to relocate an office which results in 19.3 or more additional kilometres of travel from home to work for an employee to their new office location with little or no change in the overall **workload** and staff complement. Where such relocation is made, the following is agreed to:

- (a) The Employer shall notify the Union as soon as possible and in any event a minimum of six months in advance of the specific date of the relocation of any office.
- (b) The Employer agrees to relocate disrupted employees of such an office. In any event, relocation expenses shall be paid as outlined in Schedules “**D² 1**” and “**D² 2**”.

34. GENERAL CONDITIONS

34.01 Field Trips

- (a) When a field assignment away from home exceeds three weeks in duration, ~~an permanent~~ employee will be able to return to their workplace for a weekend at the end of a two week period at the Employer's expense.
- (b) Travel time shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall specify the mode of transportation.

34.03 Alternate Workplace

- (a) The Assessor/Director may approve a request from an employee to work temporarily at an alternate workplace subject to the following conditions:
 - 1. Approval is subject to operational requirements; and
 - 2. The request is made to the Assessor/Director with sufficient lead time to determine if operational requirements will be met and the alternate workplace has sufficient supervision and physical space to support the request; and
 - 3. It is feasible for the employee to perform their normal duties in the alternate workplace for the duration requested; and
 - 4. There is no additional cost to the Employer in approving this request.

- (b) **The request may be approved on a temporary or permanent basis upon mutual agreement between the employee and the Employer.**

~~(b) This is not intended to provide for an ongoing permanent change in location.~~

- (e) The Assessor/Director shall copy the Local Area Representative in the approval or denial of requests.

36. TEMPORARY EMPLOYEES

36.01 General

- (a) Temporary employees shall not restrict the hiring of regular employees to vacant established permanent positions.
- (b) The Employer will advise the Union of all temporary employees hired and the reason for hiring. The Employer will inform the Union of all vacant permanent positions that have been filled by temporary employees for a period of greater than one year.
- (c) Temporary employees hired to fill a position where the full-time employee is on LTD or maternity leave, where possible, shall be appointed for the approximate known length of time and the Union shall be so advised.
- (d) ~~Effective January 1, 2020, t~~Temporary employees who work a minimum of ~~4,427~~ 5484 hours **over in 30 36 consecutive** months of continuous service, in the same position ~~and same location~~, will receive an offer of conversion from temporary status to permanent status; and will retain their service seniority. **During this period, the temporary employee may take temporary vacancies in different positions and accumulate up to 6 months service time towards conversion to their original position. A minimum of 24 months service is required in the position they are being converted into.**

36.05 Application of Agreement

- (a) The provisions of Article 17, ~~25.11 and 34.01~~ do not apply to temporary employees.
- (b) After 12 months of continuous service, temporary employees are eligible for the provisions of Articles 24.01, 24.04, 24.05 and 26. During the first 12 months, temporary employees are entitled to leave without pay for reasons as outlined in Articles 24.01, 24.04 and 24.05.
- (c) For the purposes of establishing continuous service eligibility under Articles 23, 24.01, 24.04, 24.05, 26, 28 and 36.05 a temporary employee who, during the qualification period, utilizes unpaid leaves in accordance with (b) above or unpaid sick leave in accordance with Article 36.05 (a) will neither accrue service nor lose the service already accrued between that date and the end of their current temporary appointment.

36.06 Eligibility for Benefits

- (a) Temporary employees with greater than one month of service but less than ~~four~~ **three** months shall be eligible for up to ~~14~~ **17** hours of paid sick leave as per Article 23. Temporary employees with **three** ~~four~~ months or more of continuous service shall, in addition, be eligible for paid sick leave as provided for in Article 23. ~~Temporary employees with nine months or more of continuous service shall be entitled to all benefits provided for in this Agreement.~~

- (b) Temporary employees with less than six continuous months of service shall be eligible for medical plan coverage only.
- (c) The waiting period under Dental and Extended Health shall mean the first of the month immediately following nine months of continuous employment for temporary employees.
- (d) Coverage will cease in accordance with the provisions of Articles 23 and 28.
- (e) **Temporary employees with nine months or more of continuous service shall be entitled to all benefits provided for in this Agreement**

36.07 Vacation

- (a) Temporary employees with less than 12 months of continuous service do not receive vacation leave but will be paid vacation pay at the rate of six percent of their bi-weekly earnings.
- (b) Temporary employees with less than 12 months of continuous service may elect to take a leave of absence without pay of up to 10 working days (70 hours) prior to obtaining 12 months of continuous service.
- (c) The granting and scheduling of any such leave shall be subject to operational requirements.
- (d) Temporary employees who have completed 12 months of continuous service will be eligible for vacation leave as outlined in Article 22-02. **For the purposes of 22.01(b), the first vacation year is the calendar year in which the employee's first anniversary falls and includes time worked on continuous temporary status.**

36.09 Benefits Reference Table: Temporary Employees ¹

Benefit	Waiting Period	Sick Leave
<i>Medical</i>	1 month	Sick leave and 2 years LTD
<i>Dental and Extended Health</i>	9 months	Sick leave and 2 years LTD
<i>Group Life</i>	9 months	Age 69 ²
<i>Pension</i>	6 months ³	60 working days (no contributions during the second 60 day period of STII or LTD)
<i>LTD</i>	9 months	n/a
<i>Annual Vacation</i>	12 months	60 working days (no accumulation during the second 60 day period of STII or LTD)
<i>Sick Leave</i>	1 month	14 <u>17</u> hours
	4- <u>3</u> months	n/a

38. TERM OF AGREEMENT

- 38.01 This Agreement shall be binding and remain in full force and effect from the 1st day of January 2019~~22~~ to the 31st day of December 2021~~24~~ and shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.
- 38.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.
- 38.03 Revisions to the collective agreement shall be effective from the date of ratification by both Parties (~~April 18, 2019~~ ~~Month xx, 2022~~) except as otherwise specified in the Memorandum of Agreement dated ~~March 7, 2019~~ ~~Month xx, 2022~~.

Schedule A – Schedule of Wages

BRITISH COLUMBIA ASSESSMENT AUTHORITY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1767

During the term of the agreement, January 1, 2019 ~~2022~~ to December 31, 2021 ~~2024~~, there are negotiated general wage increases (GWI) on the dates outlined below.

Effective January 1, 2022: □ **Increase all salary grids by \$0.25 per hour and a 3.24% GWI to be applied across all salary grids.**

Effective January 1, 2023:

- **Increase all salary grids by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA LOU #26.**

Effective January 1, 2024:

- **Increase all salary grids by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOU #26.**

For certainty, as the annualized average of BC CPI will not be known until March, for 2023 and 2024, salary grids will be increased by the minimum amount on January 1, 2023, and January 1, 2024, respectively, and any COLA payments will be paid out starting the first pay period after April 1, retroactive to January 1. The January 1 minimum increase and any COLA will form one increase and will not be compounded.

Memorandum of Understanding #3 - Temporary Market Adjustment

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.

A temporary market adjustment (TMA) subject to this memorandum will be guided by the following:

1. The implementation of any TMA is subject to mutual agreement between the Employer and the Union. The current list of eligible positions is attached as an Appendix and may be amended by the Parties from time to time during the life of this memorandum.
2. An employee who is in a position identified as being eligible for a TMA will receive the amount set out in the Appendix. The TMA is an add-to-pay which is not part of an employee's base salary, but is pensionable.
3. An eligible employee in receipt of salary protection will have the TMA reduced by the corresponding amount of salary protection.
4. If an employee is assigned to fill a short-term vacancy under Article 16.05 in a position identified as being eligible for the TMA, then the TMA will be paid during the period of the temporary assignment.
5. If a position which has been identified as being eligible for a TMA is re-evaluated by the Parties under the terms of the BC Assessment Job Evaluation Plan such that the base salary level is changed, then the Parties will review the application of the TMA to determine whether it should be increased, decreased or removed altogether. If an individual employee's salary becomes protected as a result of such a review, then (3) above will apply.
6. Payments to eligible employees will begin effective the dates shown in the Appendix (see next page) and will terminate upon the expiry of this memorandum.

This memorandum will expire December 31, ~~2021~~ **2024**.

Appendix A Effective January 1, 2019

Grid	Position/Classification	TMA %
13	Data Scientist	6.25%
13	Senior Programmer Analyst	6.25%
13	Senior Database Administrator	6.25%
13	Senior Technical Analyst	6.25%
13	Senior Business Analyst	6.25%
12	Lead Business Analyst	2.52%
12	Lead Programmer Analyst	2.52%

Letter of Understanding #25 – ~~Appraisal~~ Accreditation/Designation

Consistent with the strategic direction of BC Assessment to promote professional accreditation/designation within the appraisal and assessment business, employees will receive an amount of \$105.00 bi-weekly (~~effective January 1, 2019~~) in addition to their current bi-weekly base pay if they meet the following criteria:

- Has and; maintains an AACI designation, or
- Holds the RI(BC) designation and
 - a. has completed the Urban Land Economics Diploma program (Appraisal Specialization or Assessment Specialization), or
 - b. Post Graduate Certificate in Real Property Valuation, or
 - c. Bachelor of Business in Real Estate, or
- Holds the IAAO designation

- a. Certified Assessment Evaluator (CAE), or
- b. **Mass Appraisal Specialist (MAS)**
- Holds the RICS designation
 - a. Fellow Royal Institute of Chartered Surveyors, or
 - b. Member Royal Institute of Chartered Surveyors

And are in the following roles:

- Appraiser II (Grid 10)
- Appraisal Analyst (Grid 10)
- **Data Analyst II (Grid 10)**
- ~~Business Consultant (Grid 12)~~
- ~~Senior Information Analyst (Grid 12)~~ **Senior Data Analyst (Grid 12)**

Memorandum of Understanding #29 (New) – Designated Appraiser II Step 6

The parties recognize the important role of the designated Appraiser II position. In order to address market competitiveness, recruitment and retention issues associated with the position the parties would like to implement a Step 6. In order to be eligible for Step 6, an Appraiser II must have at least one of the appraisal designations set out in Article 25.16. For the processing of annual increments through the Grid 10 salary structure, Article 25.03 still applies.

The effective date is ~~May 13, 2019.~~

The new salary structure for the Designated Appraiser II (Grid 10) is as follows:

		January 1, 2019 <u>January 1, 2022</u>	January 1, 2020 <u>January 1, 2023</u>	January 1, 2021 <u>January 1, 2024</u>
Step 6	Hourly	41,944.0 45,310.6	42,782.9 47,802.7	<u>48,758.8</u>
	Biweekly	2,936.08 3,171.74	2,994.80 3,346.19	<u>3,413.12</u>
	Annual	76,631.69 <u>82,782.47</u>	78,164.36 <u>87,335.53</u>	79,727.72 <u>89,082.33</u>

*Note: Rates in 2023 and 2024 reflect the minimum GWI increases. In the event COLA as per LOU #26 is triggered these rates will be adjusted accordingly.

Letter of Understanding #26 – Cost of Living Adjustment Letter of Agreement (NEW)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period of April 1, 2023 and April 1, 2024, respectively, the “annualized average of BC CPI over twelve months” in Schedule A of the collective agreement means the Latest 12-month Average (Index) % Change reported by BC Stats in March for British Columbia for twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as define by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

Letter of Understanding #27 – Public Sector Wage Increases (NEW)

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, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOU, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Understanding is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOU. For example purposes only, combining the 3.74% increase (as it is considered in this LOU) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This LOU will be effective during the term of the Collective Agreement.

The parties agree to work collaboratively on matters relating to a flexible workplace. The Committee will consist of three Union representatives and three Employer representatives and will be responsible for researching best practices, identifying benefits to the organization and employees, and reviewing flexible workplace changes.

The goal of this Committee is to identify options that will enhance workplace flexibility. Outcomes will result in improved employee recruitment, retention and engagement and will be aligned with the BCA Strategic Plan, Strategic Workforce Plan and balance Employer costs.

This memorandum will expire December 31, ~~2021~~ 2024.

Memorandum of Understanding #31 (New) - Digital Evolution and Technology Change

The Parties acknowledge that there is a benefit in forming a joint committee to focus on the opportunities of technology and the impact on our business. The purpose of this committee is to consider a broad range of digital impacts to the future of our work and the impacts to bargaining union positions. The Committee will consist of three representatives from the Union and three from the Employer.

~~Currently, there are a number of initiatives underway that will impact the nature of the work performed by employees. These initiatives include but are not limited to iasWorld (NextGenValueBC), ERP Replacement, and the Data Modernization and Business Optimization portfolios. The Committee will have an initial meeting no later than three months after the ratification of this agreement to discuss these initiatives.~~

The Committee seeks to work together for a positive outcome and to promote employee and/or job retention. The Committee will discuss general and individual training; recruitment and placement plans; and communication strategy. The Committee understands that it may be privy to job design details and that timing of any communications will be coordinated between the Parties.

Insofar as it does not conflict with Article 3.02, the Committee may consult directly with employees.

This memorandum will expire December 31, ~~2021~~ 2024.

Memorandum of Understanding #32 (New) –Voluntary Transfer and Mobility of Work for the Appraisal Series

The Parties acknowledge there are benefits in forming a joint committee to focus on the opportunities of enhancing the voluntary transfer process as outlined in Article 16.03 of the Collective Agreement. The parties wish to explore options and pilot enhancements to increase the scope of the voluntary transfer list and the mobility of work. This may include the movement of a permanent employee to a different department, division or region at the same classification as their base position, or the movement of work from one location to another.

The parties will also discuss a process for making appointments from the voluntary transfer list that may include the following:

- (a) Ensuring work is clearly defined;
- (b) Suitability based on employees' work experience and work preferences;
- (c) Seniority; and
- (d) Transparency and procedural fairness.

The Committee will consist of three representatives from the Union and three from the Employer. The Committee will have an initial meeting no later than three months after the ratification of this agreement.

Discussions in other areas may be necessary to address implementation issues not anticipated during bargaining.

~~This memorandum will expire December 31, 2021.~~

This memorandum will expire December 31, 2024.

Information Appendix #1 – Extended Health Plan and Dental Plan

Extended Health Care

Generally, all in-province eligible expenses are reimbursed at 80%. Eligible “out- of-province” emergency expenses are reimbursed at 100%. After \$1,000 has been paid for a person in a calendar year, further eligible expenses for that person within that year will be reimbursed at 100%, subject to the contract maximums for this benefit. The lifetime maximum amount of benefits payable for a member or dependent is \$500,000.

This appendix focuses on in-province eligible expenses. The general areas of coverage and some details are provided below. For more information, see the PBC website.

- 1) **Hospital** - additional charges for semi-private or private room in a hospital or extended care unit of hospital. Rental charges for telephone, televisions etc. are not covered.
- 2) **Emergency Ambulance** - is covered in specific circumstances. See the PBC website..
- 3) **Drugs** - drugs and medicines (in a quantity considered reasonable) dispensed by a licensed pharmacist or a Physician that:
 - a. legally require a prescription from a Physician or Dentist;
 - b. for diabetics- insulin preparations, testing supplies, needles and syringes;
 - c. vitamin B12 for treatment of pernicious anemia
 - d. allergy serums administered by a physician or which legally require a prescription from a medical provider legally authorized to do so.

Please note that reimbursement of eligible drugs and medicines will be subject to PharmaCare’s low cost drug alternative and reference drug program policies. Those drugs which are not covered by Pharmacare but which are currently covered under the group plan will be considered as eligible expenses however, where PBC has determined that a lower cost generic alternative is available, reimbursement will be based on the lower cost generic drug. Pharmacare’s low cost alternative and reference drug program policies or other low cost alternative pricing will not be applied if a doctor’s letter is submitted indicating such drug or medicine does not meet the patient’s needs.

- 4) **Practitioners**- the professional services of the following licensed practitioners to the maximum amounts indicated per person /per calendar year. The services of a private duty nurse require referral by a physician.

Service	Effective January 1, 2019-2022	Effective January 1, 2023	Effective January 1, 2024
Acupuncturist	\$300	<u>\$425</u>	<u>\$600</u>
Chiropractor	\$500	<u>\$750</u>	<u>\$1000</u>
Registered Massage Therapist	\$700	<u>\$1000</u>	<u>\$1400</u>
Naturopath	\$300	<u>\$600</u>	<u>\$600</u>

Physiotherapist	\$600	<u>\$1000</u>	<u>\$1200</u>
Podiatrist	\$200	<u>\$700</u>	<u>\$700</u>
Psychologist/clinical counselor	\$800	<u>\$1250</u>	<u>\$1850</u>
Speech language pathologist	\$450	<u>\$1300</u>	<u>\$1300</u>

Private duty care nurse - for a person with acute condition in hospital to a maximum of 720 hours per calendar year (other conditions apply, see the contract).

Note: Reimbursement is based on “reasonable and customary limits” which are based on usual fees charged by providers in the region.

- 5) **Dental accident** - where the service is required, performed and completed within 52 weeks after accidental injury for the repair or replacement of natural teeth or prosthetics (other conditions apply, see the PBC website)
- 6) **Medical aids and supplies** - common items include orthotics, orthopaedic shoes, walkers, canes, crutches, and wigs and hearing aids. Physicians’ notes are frequently required and limits vary. See PBC website.
- 7) **Standard durable medical equipment** - preauthorization from PBC is required for expenses in excess of \$5000. Common items are rental wheelchairs; hospital beds; medical heart and glucose monitors; and breathing machines. Others items are covered, see PBC website.
- 8) **Vision care & Correction** - prescribed eye ware; repair of eye ware and contact lens fittings (by a Physician or optometrist) to a maximum of ~~\$600~~ **\$1200** in a two calendar year period. **Corrective surgery to address vision deficiencies for each eye one time to a lifetime maximum of \$2,000 per eye.** Safety Goggles are not covered.
- 9) **Eye examinations** - routine eye exams (by a Physician or optometrist) every 2 calendar years to a maximum of \$100 for persons between 19 and 64. Note: children up to 18 and persons 65 and older are covered by MSP.
- 10) **Disease Support Programs** – this benefit offers you or your dependants faced with a cancer diagnosis the opportunity to obtain tools to improve recovery and survival during and after cancer treatment. For additional information see the PBC website.
- 11) **Hearing Aids – prescribed hearing aids; repair of hearing aids and fittings (by Physician or Audiologist) to a maximum of \$2000 in a five calendar year period effective January 1, 2023.**

Dental Benefits

Dental Benefits claims have a deadline of 12 months from the date of service. There are three levels of eligible expenses for dental benefits, they are generally outlined below:

Plan A – Basic - eligible expenses are reimbursed at **90%**. This covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. This includes but is not limited to:

- Preventative services such as polishing, fluoride treatments and dental exams. Generally adults or children 20 and older claim this service every 9 months. Children up to and including age 19 can claim this two times per calendar year (about every six months).
- Diagnostics services such as examinations and recall and x-rays. All x-rays shall not exceed the dollar limit for a complete mouth series; some also have limits as to how often they will be covered.

- Basic restorative services such as fillings (silver, white, primary or permanent teeth) all have per person per time frame (2 years) limits. Extractions, bruxing appliances (night guards) and root canals are also covered but have restrictions. See the PBC website for more details on the benefits coverage.

Plan B – Major Restorative - eligible expenses are reimbursed at 70% (**Effective January 1, 2023, cost coverage increases to 80%**). You are eligible when your dentist recommends replacement of your missing teeth or reconstruction of your teeth where basic restorative methods cannot be used satisfactorily. This includes but is not limited to: crowns, build-ups, veneers, inlays, a false tooth, abutments/retainers, complete Dentures, and partial dentures. Coverage has restrictions. See the PBC website for more details.

Plan C- Orthodontic Services - eligible expenses are currently reimbursed at ~~5575%~~ and have a limit of \$5000/per person per lifetime. **Effective January 1, 2023 lifetime maximum increases to \$10,000 per patient.** ~~Effective January 1, 2020, cost coverage increases to 75% and the lifetime maximum remains at \$5,000 per patient.~~ This covers services provided to maintain, restore, or establish a functional alignment of the upper and lower teeth.