

MEMORANDUM OF SETTLEMENT

BY & BETWEEN

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

AND

B.C. GENERAL EMPLOYEES' UNION

REPRESENTING EMPLOYEES OF

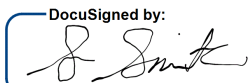
The BC Public Service

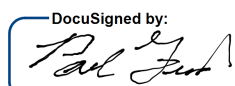
Whereas the above noted parties have, pursuant to the Labour Relations Code of British Columbia, bargained in good faith, and have entered into a Tentative Agreement on September 2nd, 2022 in Victoria BC. The terms of the Tentative Agreement are as follows:

1. All unchanged articles, appendices, letters of understanding, memorandums and ancillary documents in the current Collective Agreement shall remain in effect.
2. All proposals agreed to, including but not limited to: wages, term, and housekeeping proposals agreed to during this round of bargaining will be attached to this document.
3. All proposals put forward by either party during this round of bargaining and not dealt with shall be deemed withdrawn on a without prejudice basis.
4. The parties agree that Addendum A "Return to Work Agreement" will address concerns arising from strike action.
5. Both parties shall recommend acceptance to their respective bodies and advise the other party of the result as soon as possible following bargaining.
6. The terms of the settlement shall be kept confidential until the Union has had an opportunity to conduct a ratification vote.
7. This Agreement shall be in effect from April 1, 2022 to March 31, 2025 and shall continue in force until the renewal of this Agreement or strike/lockout.
8. The parties agree that copies of the Collective Agreement will be spiral bound.
9. In the event any difficulties arise out of the implementation or preparation of the Collective Agreement, the parties will remain seized.

Agreed

**SIGNED ON BEHALF OF
THE UNION BY:**

DocuSigned by:

6B01B367B8FF46D...
Stephanie Smith
President

DocuSigned by:

0B09046EF98F41B...
Paul Finch
Treasurer

**SIGNED ON BEHALF OF
THE EMPLOYER BY:**

DocuSigned by:

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Alyson Blackstock, BCPSA
Assistant Deputy Minister

DocuSigned by:

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Lisa Anderson, PSAG
Assistant Deputy Minister

DocuSigned by:

Judy Phipps

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Judy Phipps
Executive Vice-President

DocuSigned by:

Dean Purdy

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Dean Purdy
Correctional and Sheriff Services

DocuSigned by:

Kusam Doal

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Kusam Doal
Retail Stores & Warehouse

DocuSigned by:

Judy Fox-McGuire

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Judy Fox-McGuire
Social, Information & Health Services

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Kayla Woodruff

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Kayla Woodruff
Social, Information & Health Services

DocuSigned by:

Maria Middlemiss

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Maria Middlemiss
Administrative Professionals

DocuSigned by:

Matt Damario

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Matt Damario
Administrative Professionals

DocuSigned by:

Rob Davis

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Rob Davis
Environment, Technical & Operations

DocuSigned by:

Mike Eso

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Mike Eso
Regional Coordinator

DocuSigned by:

Danielle Marchand

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Danielle Marchand
Press Secretary – President's Office

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Doug Forsdick

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Doug Forsdick, ENV
Executive Lead

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Rita Ferrara

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Rita Ferrara, BC LDB
Executive Director

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Pam Miller

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Pam Miller, MCFD
Executive Director

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Chris Ste Croix

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Chris Ste Croix, SDPR
Executive Director

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Korina Tsou

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Korina Tsou, BCPSA
Executive Director

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Michael Lancaster

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Michael Lancaster, BCPSA
Director

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Rob Schweitzer

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Rob Schweitzer, FLNROD
Director

Danielle Crowe
Sr. Labour Relations Specialist

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Sharon Cohen

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Sharon Cohen
Compensation Specialist

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Teresa Chow

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Teresa Chow
Compensation Advisor

DocuSigned by:

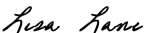


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Holly Reid

Communications Officer

DocuSigned by:



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Lisa Lane

Senior Departmental Clerk

DocuSigned by:



Kimberley Bowman

Divisional Coordinator

Dated: April 3, 2023

**“ADDENDUM A”
RETURN TO WORK AGREEMENT**

WHEREAS the Employer and the Union wish to resolve all outstanding matters with respect to the strike which occurred between August 15 and August 30, 2022;

WHEREAS the Union has already ceased all strike activity by pulling down picket lines and removing the overtime ban;

WHEREAS the Employer has recommenced operations as quickly as practical;

WHEREAS employees were recalled to work or commenced work in accordance with work requirements and seniority provisions in the collective agreement;

THEREFORE the parties agree to the following:

1. Unless otherwise indicated in this agreement, each employee who engaged in a full withdrawal of work shall continue to accrue any earned entitlements for the duration of his or her own individual strike action. This includes:
 - a) seniority;
 - b) sick leave;
 - c) annual vacations and vacation pay;
 - d) pay increments; and
 - e) health and welfare eligibility.
2. All probationary periods, trial assessment periods and other qualifying periods are interrupted by the period of the strike action and any unexpired portions will resume when the employee return to work.
3. Unless otherwise indicated in this agreement, for the entire period of the strike, each employee who engaged in a full withdrawal of work will not be eligible for salary, allowances, employer contributions to health plans or any other benefits normally available through employment with the Employer. The Employer will make any necessary adjustments and advise each employee accordingly.
4. Each employee who engaged in a full withdrawal of work will receive compensation for the September 5, 2022, designated holiday even if the withdrawal of work does not make them otherwise eligible under the collective agreement.
5. For those employees who engaged in strike action, the period of the strike will not be included in calculating the time-limits for the grievance procedure. No damages will accrue in any matter that proceeds to arbitration with respect to the period of the dispute.
6. Employees who did not receive vacation pay for vacation which was scheduled during the period of the strike shall have the opportunity to reschedule that vacation later in the year subject to the demands of the business. Vacation previously scheduled for a time which commences after the period of the strike will be taken as scheduled. The Employer and the Union will co-operate in encouraging employees described above to take vacation as soon as possible.
7. The Employer will not bring any action against employees for any conduct related to legitimate strike activity.

8. Following ratification, it is agreed that all applications, complaints, or proceedings now before the labour relations board or before any other forum related to this dispute, except those related to essential services, will be discontinued and abandoned. No complaints, charges, actions, lawsuits, claims, grievances or other proceedings shall be initiated, instigated, or supported relating to issues, action, or conduct arising up to the date of ratification in respect of the dispute between the parties.
9. With respect to essential services proceedings, the Union and Employer agree to meet in the last quarter of 2023 to discuss a method for continuing and completing the essential services process. Until that meeting, the Union agrees to not file any new application with the labour relations board regarding essential services. The Union and Employer further agree to halt any ongoing local discussions and mediations regarding essential services until mutual agreement to recommence.
10. No provision shall be interpreted or applied in a manner which interferes with the Employer's decisions based on its business requirements to manage and run their operations.
11. The Union and Employer agree they will not engage in any strike or lockout activity until the results of the ratification process is complete.
12. This agreement forms part of the collective agreement and any disagreement concerning the interpretation, application or violation of this agreement may be enforced through the grievance and arbitration procedure set out in the collective agreement. This agreement will not be included in the printed version of the collective agreement.