

SETTLEMENT AGREEMENT

Between:

The British Columbia Wildfire Service,
as represented by the BC Public Service Agency

("Employer")

And:

British Columbia Government and Service Employees' Union

("Union")

Re: Policy Grievance – Seniority and Benefit Continuation on Earned Time Off Scheduled Post-Layoff

WHEREAS:

- A. The Union filed a policy grievance (File No. 182010) regarding the continuation of seniority and benefits for BC Wildfire Service ("BCWS") employees during Earned Time Off ("ETO") scheduled post-layoff ("the Grievance").
- B. The Parties wish to resolve the Grievance without the need for litigation.

NOW THEREFORE the Parties agree to the following terms and conditions of settlement:

Seniority

- 1. The Employer will provide the Union with a list of all BCWS seasonal auxiliary employees that had banked ETO when they were laid off at the conclusion of the 2019 and/or 2020 wildfire seasons and elected to have their ETO bank paid out as a lump sum. The Employer will make best efforts to provide this list by April 09, 2021.
- 2. The Employer will provide seniority credit to all employees included on the list described in paragraph 1 of this Settlement Agreement for banked ETO that was paid out as a lump sum at the conclusion of the 2019 and/or 2020 wildfire seasons.
- 3. Commencing with the 2021 wildfire season, the Employer will implement a process for ensuring that BCWS seasonal auxiliary employees that have banked ETO when they are laid off receive appropriate seniority credit for their ETO time irrespective of whether it is scheduled or paid out.

Health and Welfare Benefits

- 4. The Employer will provide the Union with a list of all BCWS seasonal auxiliary employees that met the following criteria at the conclusion of the 2019 and/or 2020 wildfire seasons:

- The employee had achieved the required number of years and hours of employment to qualify for health and welfare benefits, and;
- The employee had banked ETO at the time of their layoff and scheduled this banked ETO as salary continuance, and;
- The employee's post-layoff salary continuance period extended beyond the last day of the month in which they were laid off.

The Employer will make best efforts to provide this list by April 09, 2021.

5. Employees identified on the list described in paragraph 4 of this Settlement Agreement will be retroactively considered to have been eligible for employer-paid health and welfare benefits to the end of their salary continuance period. The final day of the salary continuance period will also be treated as the day on which these employees became eligible for the extension of health and welfare benefit coverage set out in Memorandum of Understanding #36 of the 18th Main Collective Agreement.
6. The Union will contact the employees included on the list described in paragraph 4 of this Settlement Agreement and advise them that they can submit receipts to Canada Life for services that are eligible for health and welfare benefit coverage as a result of paragraph 5 of this Settlement Agreement. The affected employees will have until December 31, 2021 to submit these receipts to Canada Life for determination of eligibility.
7. Commencing with the 2021 wildfire season, the Employer will consider BCWS employees that schedule banked ETO as post-layoff salary continuance to be eligible for employer-paid health and welfare benefits through to the end of their salary continuance period. The final day of the salary continuance period will be treated as the day on which such employees become eligible for the extension of health and welfare benefit coverage set out in Memorandum of Understanding #36 of the 18th Main Collective Agreement.

General Terms

8. The Union will withdraw the Grievance.
9. This Settlement Agreement is without prejudice and without precedent to any other matter between the Employer and the Union.
10. Arbitrator Corrin Bell will be seized of any issue arising from the interpretation, application or implementation of this Settlement Agreement.
11. The terms of this Settlement Agreement do not constitute any admission of liability or wrongdoing on the part of its signatories.
12. The above are the exhaustive terms of settlement.

Dated at Vancouver, British Columbia
This 02nd day of March, 2021

BC Public Service Agency



Korina Tsui
Senior Labour Relations, Specialist

Dated at Vancouver, British Columbia

This 2 day of March, 2021

BCGEU



Erik Hoibak
Staff Representative, Advocacy