

WITHOUT PREJUDICE

December 10, 2015

David Vipond
Director, Negotiations
B.C. Government and Service Employees' Union
4911 Canada Way
Burnaby, BC V5G 3W3

Dear David Vipond:

**Re: Memorandum of Agreement - Recognition of Prior Vacation Year
Upon Re-Employment**

This is further to discussions by our respective staff related to the application of the above referenced Memorandum of Agreement (MOA).

As discussed, it is clear the MOA applies to qualified former regular employees who are re-employed as a regular employee upon their return to government. It is also clear that the MOA does not apply to former regular employees who are re-employed as an auxiliary employee upon their return to government. However, the situation where a former regular employee returns as an auxiliary employee and later achieves regular status by conversion or winning a competition has never been addressed by the parties in so far as I'm aware during discussions for the initial MOA in 2008, nor in subsequent rounds of bargaining when it has been renewed by agreement. As a result, over the years practice has been inconsistent and some former regular employees returning as auxiliary who later become regular have been afforded the benefit of the MOA while others have not. It is my understanding that there are a number of grievances on this issue.

In view of the above and the original intent of the 2008 MOA, the Employer is prepared to agree that, in the future, the MOA will be applied in all cases where a qualified former regular employee initially re-employed as an auxiliary employee subsequently attains regular status.

We are also prepared, on a going forward basis commencing with the 2015 vacation year, to apply the MOA to approximately 100 current regular employees identified who were initially re-employed

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as auxiliary employees, subsequently attained regular status and did not receive benefit of the MOA. For clarity, it is understood that there is no retroactive application prior to the 2015 vacation year. In addition to having the vacation year attained prior to termination recognized, the vacation year(s) earned since becoming a regular upon their return would also be recognized. For example, the employee would be credited with their vacation year attained prior to resignation as a regular employee (e.g. year 20) and also vacation attained in their current re-employment period as a regular (e.g. year 2) to arrive at the amended vacation year (e.g. year 22). Where an employee initially re-employed as an auxiliary attained eligibility for vacation pursuant to Clause 31.11(d) prior to becoming regular, this time will also be included when determining the vacation year attained.

The Employer's commitments above are conditional upon the BCGEU's agreement to withdraw all current and future grievances related to the vacation entitlement of any former regular employees initially re-employed as an auxiliary employee who subsequently attained regular status in or before 2015. The Union's commitment to withdraw all grievances does not apply to impacted employees who ultimately resumed regular status in or before 2015 but were inadvertently left off the estimated list of 100 impacted employees referred to above. These impacted employees are eligible to receive the additional vacation entitlements on a go forward basis beginning the calendar year that the oversight is identified. Under no circumstances will retroactivity be applied prior to the 2015 vacation year or the subsequent calendar year the oversight is identified, whichever occurs later.

The additional calendar year 2015 vacation earned on the basis outlined above will be credited to the employee's Clause 18.6 vacation carry-over bank. Where the amount of vacation credited exceeds the 10 day carry-over maximum it will on a one time basis, still be banked (i.e. not archived). Administratively, it will be necessary to place time in excess of 10 days in a separate bank to accommodate the time and leave payroll system. It will remain banked and available for use indefinitely but no additional vacation leave can be carried over until the combined time in both banks falls below 10 days.

Assuming you are in agreement with this approach, I would appreciate receiving your confirmation by return letter.

Sincerely,


John Davison
Assistant Deputy Minister

pc: Brent Camilleri, BCGEU
Margaret Coplin, BCGEU
Bill Carragher, BCPSA