

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA  
(AS REPRESENTED BY THE BC PUBLIC SERVICE AGENCY)  
("THE EMPLOYER")

AND

THE BC GOVERNMENT AND SERVICE EMPLOYEES' UNION  
("THE UNION")

RE: PARENTAL LEAVE

WHEREAS:

- a. The Government of Canada recently made amendments to the *Canada Labour Code* to make changes to employment insurance benefits respecting parental leave;

The Parties agree to the following amendments to Article 21 of the Master Agreement:

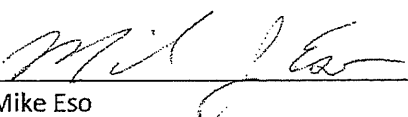
1. Effective the date the MOA is signed, employees who qualify for parental leave under Articles 21.2 (a) and (b) shall be entitled to leave of up to 37 consecutive weeks without pay ("standard parental leave") or leave of 63 consecutive weeks without pay ("extended parental leave").
2. The maximum combined entitlement defined in Article 21.3 for leaves under Articles 21.1 and 21.2 shall be limited to 52 weeks (standard parental leave) or 78 weeks (extended parental leave).
3. Employees may opt for standard parental leave of 37 weeks or extended parental leave of 63 weeks as defined above but not for parental leave of any duration between the two (e.g. 50 weeks).
4. If an employee opts for standard parental leave, there is no change to the parental leave allowance as a result of this MOA or the federal changes.
5. Once an employee opts for standard or extended parental leave, the decision is irrevocable.
6. In keeping with the intent of the federal changes, employees who opt for extended parental leave will receive the equivalent overall amount of parental allowance to which they would have been entitled to for 35 weeks under the standard parental leave period as defined in Article 21.6 (b), but the allowance payments will be spread out over 61 weeks instead of 35.

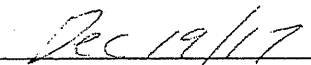
*For illustrative purposes, an employee that would receive a weekly parental top up allowance of \$355 if they elect standard parental leave is entitled to a weekly parental top up allowance of \$204 if they elect extended parental leave. This results in the employee receiving the same total parental leave top up allowance (\$12,425) regardless of whether they receive the top up for 35 weeks (standard parental leave) or 61 weeks (extended parental leave).*

7. Once the standard or extended parental leave weekly top up allowance is set, it will not be changed if the employee opts to return to work early.

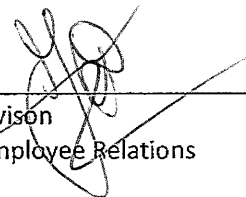
8. Where both parents are employees of the Employer, the employees, in accordance with Article 21.6 (b), shall determine the apportionment of the 35 weeks (standard parental leave) or 61 weeks (extended parental leave) allowance between them.
9. Notwithstanding Article 21.8 (a), employees choosing extended parental leave may opt to maintain their medical, extended health, dental, group life and long-term disability benefits for the additional 26 weeks of leave by paying their own and the Employer premiums. This is currently the case if an employee opts for unpaid leave after the 37 weeks of standard parental leave has expired. The parties acknowledge that this clause of the MOA will need to be revisited in the event the BC *Employment Standards Act* is amended to bring it in line with the relevant changes to the *Canada Labour Code*.
10. This Agreement takes effect immediately and shall remain in effect until amended by the Parties.

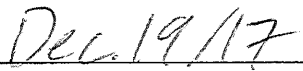
Signed on behalf of the Union:

  
Mike Eso  
BCGEU Regional Coordinator

  
Date

Signed on behalf of the Employer:

  
John Davison  
ADM, Employee Relations

  
Date