

Alert

All BCGEU members in Component 20

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
(THE "PROVINCE")
AS REPRESENTED BY THE
PUBLIC SERVICE EMPLOYEE RELATIONS COMMISSION

AND -

THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
(THE "UNION")

RE: TRANSFER OF COMPLIANCE OPERATIONS AND MOTOR CARRIER DEPARTMENT
PROGRAMS FROM THE INSURANCE CORPORATION OF BRITISH COLUMBIA (ICBC)
TO THE PROVINCE

Preamble

This Memorandum of Agreement sets out the terms and conditions of employment on appointment to the Public Service for those employees of ICBC who are offered and accept employment with the Province.

Employees of ICBC who accept employment with the Province but are on any approved leaves, or absent from employment for any other reason on April 1, 2003 will have their effective date of appointment deferred until they are able to report to work and resume the duties of the position they held at ICBC.

Given the intention of the Province to offer employment to all those ICBC employees directly engaged in the provision of the transferred programs, this Memorandum of Agreement will set out those terms of the 13th BCGEU/PSERC Master Agreement that will need to be varied in order to facilitate the orderly employment by the Province of such ICBC employees.

Those ICBC employees offered and accepting employment with the Province, and who were employed in Compliance Operations and Motor Carrier Department, the Master Agreement will be varied or applied as follows:

1. Service Seniority

- a. Regular employees of ICBC who accept employment with the Province will have their seniority as recognized with ICBC recognized as regular seniority with the Province.
- b. Temporary employees of ICBC who have completed 210 working hours with ICBC will have their temporary service with ICBC recognized as auxiliary seniority with the Province.
- c. Temporary employees of ICBC who do not have 210 working hours with ICBC will commence employment with the Province as a new auxiliary employee.

2. Vacations

- a. A regular employee accepting employment with the Province will be assigned a vacation year. The employee's first vacation year shall be deemed to be the year following the commencement of regular employment with ICBC.

The ICBC employees who were transferred to ICBC from the Province under the Memorandum of Agreement dated 7 May 98, and have since been continuously employed by ICBC, will retain their same first vacation year as held by that employee prior to the 1998 transfer.

- b. ICBC employees who accept employment with the Province may carry over up to 70 vacation hours to the Province.

3. Probationary Period

Regular employees accepting employment with the Province who have successfully completed a 910 straight time working hours with ICBC including those who transferred to ICBC from the Province under the Memorandum Agreement dated May 7, 1998, will be deemed to have completed their initial probationary period with the Province.

4. Increment Dates

The increment date for regular employees accepting employment with the Province will be set at the same date as the "length of service increases" date established with ICBC.

5. Benefit Waiting Period

The benefit waiting period for the Dental and Extended Health Plans required by the Master Agreement is waived provided the ICBC employee accepting employment with the Province are eligible for benefits with ICBC. Those ICBC regular employees who have not yet qualified for benefits with ICBC will be required to complete the benefit waiting period of the Province.

6. Hours of Work

The work schedules of the work units of ICBC will be adopted as an interim schedule by the Province in the particular work unit. A review will be conducted by the Employer to ensure that the work schedules meet the annual hours of work and conform with the Master and Component Agreements. Once the review is complete, the work schedule will

be confirmed by the Employer. Thereafter, changes to the work schedules will be accomplished in accordance with the terms of the collective agreements.

7. Salary

Where an employee's salary with ICBC is above the rates of pay established in Master Agreement Appendix 3 for that employee's classification with the Province, the following shall apply:

- a. The employee's salary rate will be maintained for the first 12 months.
- b. The employee's salary rate will then be reduced in four annual installments over the next 36 months.
- c. The four reduction installments are calculated on the first anniversary by:
 - i. determining the difference between the employee's salary rate and the current job rate of the new position or classification level, and
 - ii. dividing the difference by four.
- d. The reductions will occur on the first, second, third and fourth anniversary date of when salary protection commenced, or until the job rate of the new position or classification equals or exceeds the employee's protected salary, whichever is sooner.
- e. The reduction installments will not be recalculated when there is a general salary increase however, the remaining amount of salary protection is reduced or eliminated in the final installment(s).
- f. An employee does not receive any general salary increases until the new or re-evaluated position's job rate equals or exceeds the employee's current protected salary.

8. Excluded positions

The positions listed in Appendix A to this Memorandum represent the status quo regarding excluded positions.

9. STIPP/LTD

Transferring employees will be entitled to the benefits provided in Master Agreement Article 19 and Appendix 4, upon the effective date of appointment to the Province. For the purposes of Appendix 4, STIIP 1.3 Recurring Disabilities and LTD 2.7 Successive disabilities any absence because of illness on injury while the employee was employed with ICBC will be deemed to be an absence because of illness or injury for which benefits were paid under these plans.

10. Uniforms

The following provisions are deemed to be included in the 13th Environmental, Technical & Operational (ETO) Component Agreement for the term of that agreement:

9.1 Supply of Required Uniforms

(c) Supply of required uniforms for Commercial Transport Inspectors shall be as follows and (a) and (b) above and 9.2 below shall not apply:

1. Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
2. The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance of \$24.50 per month where arrangements have not been made for cleaning, laundering and repairing.
3. The existing scale of issue will not be changed without consultation of the employee.

9.14 Motor Vehicle Inspectors

The clothing allotment for Motor Vehicle Inspectors shall be as follows:

4. 10 pairs of coveralls
5. 1 parka
6. Gloves (as required)
7. 1 cap
8. 1 pair of boots

9.15 Commercial Transport Inspectors

The Employer agrees to provide the following to each of the following employees when hired:

- i. Commercial Transport Inspectors
 1. 2 jackets, 1 long style (option of style)
 2. 4 pairs pants
 3. 5 pairs socks
 4. 6 shirts (3 short sleeve)
 5. 2 ties
 6. 1 cap and badge
 7. 1 parka
 8. 1 belt
 9. 1 pair shoes or ankle boots (at the option of the Commercial Transport Inspector)

(replacement provisions below applicable only after surplus jacket and pants have been surrendered as unserviceable)

- j. Commercial Transport Inspectors "Portable" (additional)
 0. 1 pair gloves
 1. 1 plastic cap cover
 2. 1 reflective raincoat
 3. 1 flashlight and batteries with traffic cone
 4. 1 winter hat (where required)

The replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not as a result of negligence by the employee.

Where the Employer requires flashers to be worn, the Employer will be responsible for attaching same.

11. Seniority Blocks and Seniority Units

The 13th Master Seniority Blocks Agreement is amended by adding the following:

Environmental, Technical & Operational Component

25. MINISTRY OF TRANSPORTATION

(c)(2)

(ix) Compliance Operations

(x) Motor Carrier Department

The 13th Master Seniority Units Agreement is amended by adding the following:

Environmental, Technical & Operational Component

25. MINISTRY OF TRANSPORTATION

Regions:

(ix) Compliance Operations

(x) Motor Carrier Department

12. Classification

The 13th Environmental, Technical & Operational Component Agreement is amended in Appendix 5 by replacing "Inspector Mechanical Motor Vehicle 2-5" with "Inspector Mechanical Motor Vehicle 2-6" and by replacing "Technical Enforcement Officer 1-7" with "Commercial Transport Inspector 6-10". *MOU-PSJEP Appendix A, New Benchmarks/ Reference Jobs*, is amended to include the following reference jobs:

Final Job #	Fam	Class	Min	Title	Pts
CT-01	SE	CTI R14	SG	Shift Inspector, Commercial Transport	614
CT-02	SE	CTI N18	SG	Inspector, Commercial Transport (Stand Alone)	678
CT-03	SE	CTI R18	MoT	Scale Supervisor, Permanent Weigh Station	740
CT-04	SE	CTI N21	SG	Inspector, Portable Weigh Scale	743.5

13. Appendix 3C of the 13th Master Agreement is amended by adding the following:

Former Title	Classification Title 13th Master Agreement	Union Comp	Grid Range	Grid Range	Grid Range
			01-Apr-01	31-Mar-02	30-Mar-03
Commercial Transport Inspector	Commercial Transport Inspector N18	ETO	17	18	18

7					
Commercial Transport Inspector 8	Commercial Transport Inspector R18	ETO	18	18	18
Commercial Transport Inspector 9	Commercial Transport Inspector N21	ETO	20	21	21
Commercial Transport Inspector 10	Commercial Transport Inspector N24	ETO	23	23	24
Inspector Mechanical Motor Vehicle 6	Inspector Mechanical Motor Vehicle R28	ETO	28	28	28

Dated the 11th day of March 2003.

For the Employer:

For the Union:

Ron McEachern

George Heyman

Ron Myers

David Vipond

Rob VaterLechner

Mohammed Alam

Sandi McLean

APPENDIX A
List of Excluded Positions

Manager Compliance Operations
Regional Provincial Manager
Manager Commercial Transport
Manager Motor Carrier Department
Manager NSC
Manager Dangerous Goods
Manager Compliance Policy and Research
Manager Fraser Valley East
Manager Fraser Valley West
Manager Kootenays
Manager Okanagan
Secretary to Manager Okanagan
Manager Vancouver Island
Manager Cariboo
Manager Peace River
Senior Policy Advisor
Manager Vehicle Inspection & Standards

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