

WITHOUT PREJUDICE

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Workers' Compensation Board of B.C.

(the "Board")

AND

Compensation Employees' Union

(the "Union")

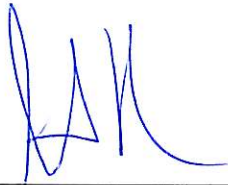
Re: Temporary Posted Positions, Permanent Promotions and Restriction Periods

Without prejudice to the interpretation of the Collective Agreement or any position the parties may take in future similar or identical circumstances, the parties agree to the following:

1. When a temporary employee accepts a posted temporary assignment in paygroups 1 – 10, s/he will be precluded from applying for posted temporary positions for a period of six (6) calendar months from the date of accepting a position.
2. When a temporary employee accepts a posted temporary assignment in paygroups 11 – 25, s/he will be precluded from applying for posted temporary positions for a period of fifteen (15) calendar months from the date of accepting a position.
3. The employees referenced in points 1 and 2 above will be eligible to apply for posted temporary positions where permission to apply has been granted by the director of their current department.
4. The employees referenced in points 1 and 2 above will be eligible to apply for posted permanent positions at any time.
5. When a permanent employee accepts a posted temporary assignment in paygroups 1 – 10, s/he will be precluded from applying for any posted positions for a period of six (6) calendar months from the date of accepting a position.
6. When a permanent employee accepts a posted temporary assignment in paygroups 11 – 25, s/he will be precluded from applying for any posted positions for a period of fifteen (15) calendar months from the date of accepting a position.
7. The employees referenced in points 5 and 6 above will be eligible to apply for posted positions where permission to apply has been granted by the director of their current department.

8. Where the permanent employees referenced in 5 and 6 above have an opportunity to apply for a permanent promotion, permission to apply on the posted permanent position will be granted by the Director on request unless operational requirements deem it necessary for them to remain in their current position.
9. Where operational requirements deem it necessary to deny permission to apply on a posted permanent promotional opportunity, the parties will meet to discuss possible creative solutions to the matter.
10. Where a mutually acceptable solution cannot be reached, the employer maintains its right to deny permission to apply for the posted position. The CEU retains the right to grieve the decision if it determines there are not reasonable bona fide operational reasons for denying the request.
11. Either party can give 30 days notice to terminate this agreement.

SIGNED this 10 day of October, 2006



Stan Reese
For the Compensation Employees' Union

SIGNED this 4 day of October, 2006



Jaylene Tom
For the Workers' Compensation Board of B.C.