

From: [Nash, Amber PREM:EX](#)
To: [Parte, Maura PSA:EX](#); [Hockin, Amber PREM:EX](#)
Subject: RE: Secondment Agreement
Date: October 30, 2018 1:18:09 PM
Attachments: [Scan_20181030.pdf](#)

Signed copy attached.

From: Parte, Maura PSA:EX
Sent: Tuesday, October 30, 2018 12:20 PM
To: Hockin, Amber PREM:EX
Cc: Nash, Amber PREM:EX
Subject: Secondment Agreement

Hi Amber,

Attached is the agreement agreed to verbally by Doug Dykens on behalf of BCGEU.

Once Geoff Meggs has signed I can coordinate sign off with the Union and M Eso.

Thank you,

Maura

Maura Parte

BC Public Service Agency

250-213-6377

**MINISTRY OF ADVANCED EDUCATION AND SKILLS TRAINING
SECONDMENT AGREEMENT**

THIS AGREEMENT (herein called the "Agreement") dated for reference the 29 day of October, 2018

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Office of the Premier
(the "Province")

OF THE FIRST PART

AND

B.C. Government and Service Employees' Union, of the Province of British Columbia and
having its head office at 4911 Canada Way, Burnaby, BC V5G 3W3 (the "Union")

OF THE SECOND PART

AND

Michael Eso (the "Secondee")

OF THE THIRD PART

WHEREAS the Secondee is currently the employee of the British Columbia Government and Services Employees' Union

AND WHEREAS the Province wishes to utilize the services of the Secondee,

AND WHEREAS the British Columbia Government and Services Employees' Union agrees to the secondment of the Secondee to the Province,

AND WHEREAS the parties hereto agree as follows:

APPOINTMENT AND TERM

1. Conditional upon an appointing Order-in -Council, the Province retains the Seconded to provide the services described in Schedule "A" to this Agreement (the "Services") during the term commencing October 29, 2018 and ending February 28, 2019 (the "Term"), subject to earlier termination in accordance with the provisions of this Agreement.

PAYMENT

2. The Province will pay to the Union in full for the provision of the Services in the amount, manner and time as set out in Schedule "B" to this Agreement, and the Union will accept the same as full payment and full reimbursement.
3. During the Term, the Union will pay the Seconded the salary and benefits established pursuant to Schedule B.
4. During the Term, the Province will reimburse the Seconded for expenses as set out in Schedule "B" to this Agreement.

RECORDS

5. In connection with the provision of the Services, the Union and the Seconded will establish and maintain all records, books of account, invoices, receipts and vouchers (herein called the "Records") to verify compliance with Schedule "A" and Schedule "B" to this Agreement and will permit the Province free access at all reasonable times to the Records for the purposes of copying and/or auditing.

CONTRACTUAL RELATIONSHIP

6. Except as provided otherwise in this agreement, the Seconded will, at all times, remain the employee of the Union and not be a servant or employee of the Province. The Union will, at all times, be responsible for and will pay and/or remit any and all taxes, Employment Insurance premiums, Canada Pension Plan premiums or contributions and any other statutory payments or assessment of any kind that are payable as a result of monies paid or payable by the Province to the Union pursuant to this Agreement.
7. Neither the Union nor the Seconded may commit or purport to commit the Province to any expenditure or financial or other liability without the express written permission of the Province.
8. During the Term, the Seconded will report directly to and be directly accountable to the Province.

9. The Seconded will be bound by the terms, conditions and statements reflected in the Province's "Standards of Conduct for Political Staff" and "Oath of Employment" during the Term.
10. The Seconded is required to comply with the Province's policy on the use of the internet, the use of email, and other workplace policies expected of other employees and agents of the Province.

OWNERSHIP

11. All material that is produced, received or acquired by, or provided by the Province to the Seconded as a result of this Agreement, whether complete or otherwise, including all findings, data, specifications, drawings, working papers, reports, tapes, films, documents and, without limiting the generality of the foregoing, computer software and other computer materials of whatsoever nature (herein called the "Material"), and any equipment, machinery or other property provided by the Province to the Seconded as a result of this Agreement will be:
 - a) the exclusive property of the Province, and
 - b) forthwith delivered by the Seconded to the Province upon the Province giving notice to the Seconded requesting delivery of same, whether such notice is given before, upon or after the expiration or sooner termination of the Agreement.
12. a. Without prejudice to any rights which may exist in the Province by virtue of any prerogative rights and powers or by virtue of the *Copyright Act (Canada)* as amended from time to time, the Seconded agrees that all present and future rights in the copyright in the Material are vested absolutely and immediately in the Province.
- b. Furthermore, the Seconded agrees to confirm subsection (a) by executing a written assignment in any form requested by the Province and delivering the assignment to the Province on or before the end of the Term with the deliverables described in the Services and other Material appended to it.
- c. Where a fully executed assignment and waiver are not submitted as required under this section, notwithstanding any other provision contained in this Agreement:
 - i) no further payment by the Province under this Agreement is due and owing; and
 - ii) all payments made pursuant to Schedule "B" of this Agreement are deemed to be a debt due to the Province hereby without claim or request forthwith payable to the Province
- d. The Seconded warrants that the Seconded is the only person who has or will have moral rights in the Material and the Seconded waives in favour of the Province all of the Seconded's moral rights, as provided for in the law of copyright, in the Material, and upon the Material coming into existence, the Seconded agrees to execute any document

requested by the Province acknowledging the waiver of the Seconded's moral rights in the Material.

REPORTS

13. The Seconded will, upon the request of the Province:

- a. fully inform the Province of the work done and to be done in connection with the provision of the Services outlined in Schedule "A"; and
- b. permit the Province at all reasonable times to inspect, examine, review and copy any and all Material.

CONFIDENTIALITY

14. The Seconded will treat as confidential and will not, without prior written consent of the Province, publish, release or disclose or permit to be published released or disclosed, before, upon or after the expiration or sooner termination of this Agreement, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Seconded as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Seconded to fulfill their obligations under this Agreement.

ASSIGNMENT AND SUBCONTRACTING

15. The Seconded and the Union will not assign, either directly or indirectly, this Agreement or sub-contract any obligation of the Seconded or the Union under this Agreement.

CONFLICT

16. The Seconded will not, during the Term, perform a service for or provide advice to any person, firm, or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to the conflict of interest between the obligations of the Seconded to the Province under this Agreement and the obligations of the Seconded to such other person, firm, or corporation.

TERMINATION

17. Notwithstanding any other provision of this Agreement, if the Seconded is unable to provide the Services for any reason or fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to the Province or the Union, the Province or the Union may, at their its option, terminate this Agreement by giving written notice of termination to the other parties.
18. A party may, in its sole discretion, terminate this Agreement upon giving 30 days written notice to the other parties and payment of funds as required to be made pursuant to paragraphs 2 and 4 will discharge the Province of all of its liability to the Seconded and the Union under this Agreement.

NON-WAIVER

19. No provision of this Agreement and no breach of any provision of this Agreement by the Seconded or the Union will be deemed to have been waived unless such waiver is in writing and signed by the Province.
20. A written waiver by the Province of any breach under paragraph 20 shall not be considered a waiver of the provision itself, which shall remain in full force and effect. Similarly, such a waiver will not be considered to be a waiver of any subsequent breach of the provision of any other provision of this Agreement.

APPROPRIATION

21. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Union pursuant to this Agreement is subjected to:
 - a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, S.B.C. 1981, c.15 (the *Financial Administration Act* and every amendment made thereto being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Union falls due pursuant to this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, an expenditure under any appropriation referred to in subparagraph (a) of this paragraph

REFERENCES

22. Every reference to the Province in this Agreement will include the Minister, the Deputy Minister and any person designated by either of them to act for or on their respective behalf with respect to any provision or provisions of this Agreement.

NOTICE

23. Any notice, payment, or any or all of the Material that either party may be required or may desire to give or delivery to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed,

if to the Province:
Geoff Meggs
Chief of Staff
Office of the Premier
West Annex, Parliament Buildings
Victoria, BC V8W 9E1

if the Union:
Attention: Douglas Dykens, Director of Field Services
4911 Canada Way, Burnaby, BC V5G 3W3

if to the Seconded:
Michael Eso
s.22

MISCELLANEOUS

24. Any party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of 23, be conclusively deemed to be the address of the party giving such notice.
25. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
26. The Schedules to this Agreement are an integral part of this Agreement as if set out in length in the body of the Agreement.
27. This Agreement embodies the entire Agreement between the parties and no understanding or Agreement, verbal or otherwise, exists.
28. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
29. No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

30. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED on
behalf of the British Columbia
Government and Services Employees'
Union by an authorized representative
of the British Columbia Government
and Services Employees' Union.

Douglas W. Dykens
Director

(Signature)

SIGNED AND DELIVERED by the
Secondee.

Michael Eso

(Signature)

SIGNED AND DELIVERED on
behalf of the Province by an authorized
representative of the Province.

Geoff Meggs

Geoff Meggs,
Chief of Staff

Meggs

(Signature)

SCHEDULE "A"

SERVICES

The Seconded agrees to provide the following services on a dedicated full time basis:

- Provide strategic advice to the Minister
- Ensure the effective and efficient operation of the Minister's Office
- Manage coordination with the Minister's Office and the Premier's Office
- Provide assistance in coordinating Ministry strategic policy initiatives across government
- Ensure that policies and initiatives support the overall priorities, direction and objectives established by the Premier and Cabinet
- Consult and engage with external stakeholders as necessary
- Complete projects as assigned by the Minister and Chief of Staff to the Premier

SCHEDULE "B"
FEES AND EXPENSES

1. Fees shall be payable to the B.C. Government and Service Employees' Union in monthly payments and shall comprise the aggregate of the following amounts:
 - a. a sum equivalent to one-twelfth the gross annual salary of \$146,822.70 to the Seconded for days worked; and
 - b. a sum equivalent to the contributions owed by the Union respecting the Seconded for:
 - i. Employment Insurance
 - ii. Canadian Pension Plan
 - iii. Pension Plan/RRSP Employer Contribution
 - iv. Employee benefits which include medical, dental, extended health care, disability and life insurance plans, wage indemnity, WCB, vacation and lieu days, and sick days, in which the Seconded is entitled to participate
 - v. Costs incurred for using personal vehicle
2. The fees payable under paragraph 1 of this Schedule shall include any increase payable to the Seconded by the Union during the Term, whether such increase is paid during or after the expiry of the Term of this Agreement.
3. Where requested to travel during the Term, the Province will reimburse the Seconded for travel, accommodation at Group 3 rates in accordance with government policy, provided the same are supported by receipts where required.
4. The Seconded's use of vacation, lieu days, or sick leave will be monitored by the Chief of Staff and reported back to the Union Human Resources Department for their record keeping on a monthly basis.
4. Notwithstanding any other provision of this Schedule, other than that set forth in paragraph 2, in no event will the fees payable to the Union in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$80,000.
8. The Union will submit to the Province on the 15th day of every month (or the next business day thereafter), and commencing no sooner than December 15, 2018 a written statement of account showing the calculation of all fees and expenses claimed for the preceding month.
9. All amounts payable to the Union referred to in this Schedule shall be paid, upon receipt of an invoice in accordance with the current payment policies of the Province.

From: [Hockin, Amber](#) PREM:EX
To: [Howlett, Tim](#) GCPE:EX
Cc: [Meggs, Geoff](#) PREM:EX; [Aaron, Sage](#) PREM:EX; [Holmwood, Jen](#) PREM:EX
Subject: Re: Media Request: New ministerial advisor
Date: October 30, 2018 3:20:35 PM

Geoff says good to go.

Amber Hockin
Deputy Chief of Staff
s.17
Amber.hockin@gov.bc.ca
Sent from my iPhone

On Oct 30, 2018, at 3:16 PM, Howlett, Tim GCPE:EX <Tim.Howlett@gov.bc.ca> wrote:

Proposed response to come from Jen to Shaw:
Michael Eso has been contracted under a secondment agreement and will receive salary replacement of approximately \$49,000 while he is on leave from his previous job.
He has taken a leave both from his previous job and from community positions including with the Victoria Labour Council and as a board member for the United Way.
FYI - Previous response to Shaw:
Mike Eso will be providing a bit of extra capacity in the Minister's Office as we work to deliver on our mandate. As an advisor, he is on a short-term, full-time contract to the end of February 2019, and his focus will be on overall policy development and implementation. Compensation is in line with government policy

From: Marriott, Sarah GCPE:EX
Sent: Tuesday, October 30, 2018 1:22 PM
To: Howlett, Tim GCPE:EX <Tim.Howlett@gov.bc.ca>; Aaron, Sage PREM:EX <Sage.Aaron@gov.bc.ca>
Subject: Re: Media Request: New ministerial advisor

Sent from my iPhone

On Oct 30, 2018, at 1:21 PM, Porter, Rodney GCPE:EX <Rodney.Porter@gov.bc.ca> wrote:

Two follow-up questions:

- Considering I'm unfamiliar with "ministerial advisor" jobs, I'd like to know his actual contracted salary please and not just a statement about how it is in line with government policy?
- Also, is he still the president of the Victoria Labour Council and hold his other jobs or has government required them to be relinquished in order to be employed with the province?

Reporter
Rob Shaw, Reporter
PRESS GALLERY
rshaw@postmedia.com

250-953-5932 c: 250-893-0841

Deadline Tuesday, October 30, 2018 12:00 PM

Request

Quick Q: What is this job for Michael Eso? I'm unclear with a ministerial advisor is. I know ministerial assistant, for example, but not this one.

Is it a full time job? Does it come with pay? What are the terms of reference or job duties?

http://www.bclaws.ca/civix/document/id/oic/oic_cur/0583_2018

Background

Recommendation