



ARCS: 292-30
File: PSA-2012-00034

May 1, 2012

Sent via email: jbateman@taxpayer.com

Jordan Bateman
Canadian Taxpayers Federation
6951-208A Street
Langley BC V2Y 0G1

Dear Jordan Bateman:

Re: Request for Access to Records
Freedom of Information and Protection of Privacy Act (FOIPPA)

I am writing further to your request received by the BC Public Service Agency.
Your request is for:

All documents or records regarding the details of Chris Olsen's severance package.

Please find enclosed a copy of the records located in response to your request. Some information has been withheld pursuant to section 22 (Disclosure harmful to personal privacy) of FOIPPA. A copy of this section of FOIPPA is provided for your reference. A complete copy of FOIPPA is available online at:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Your file is now closed.

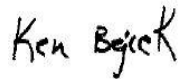
These records will be published on the BC Government's Open Information website a minimum of 72 hours after it is released electronically. To find out more about Open Information, please access the Open Information website at: <http://www.openinfo.gov.bc.ca/ibc/index.page>

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If you have any questions regarding your request, please contact Monique LeBlanc, the analyst assigned to your request, at 250-387-1458. This number can be reached toll-free by calling from Vancouver, 604-660-7867, or from elsewhere in BC, 1-800-663-7867 and asking to be transferred to 250-387-1458.

You have the right to ask the Information and Privacy Commissioner to review this decision. I have enclosed information on the review and complaint process.

Sincerely,

A handwritten signature in black ink that reads "Ken Bejek". The signature is written in a cursive, slightly slanted style.

For:
Cindy Elbahir, Manager
Central Agency Team
Information Access Operations

Enclosures

<p>How to Request a Review with the Office of the Information and Privacy Commissioner</p>

If you have any questions regarding your request please contact the analyst assigned to your file. The analyst's name and telephone number are listed in the attached letter.

Pursuant to section 52 of the *Freedom of Information and Protection of Privacy Act* (FOIPPA), you may ask the Office of the Information and Privacy Commissioner to review any decision, act, or failure to act with regard to your request under FOIPPA.

Please note that you have 30 business days to file your review with the Office of the Information and Privacy Commissioner. In order to request a review please write to:

Information and Privacy Commissioner
PO Box 9038 Stn Prov Govt
4th Floor, 947 Fort Street
Victoria BC V8W 9A4
Telephone 250-387-5629 Fax 250-387-1696

If you request a review, please provide the Commissioner's Office with:

1. A copy of your original request;
2. A copy of our response; and
3. The reasons or grounds upon which you are requesting the review.

Disclosure harmful to personal privacy

22 (1) The head of a public body must refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) In determining under subsection (1) or (3) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body must consider all the relevant circumstances, including whether

- (a) the disclosure is desirable for the purpose of subjecting the activities of the government of British Columbia or a public body to public scrutiny,
- (b) the disclosure is likely to promote public health and safety or to promote the protection of the environment,
- (c) the personal information is relevant to a fair determination of the applicant's rights,
- (d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people,
- (e) the third party will be exposed unfairly to financial or other harm,
- (f) the personal information has been supplied in confidence,
- (g) the personal information is likely to be inaccurate or unreliable,
- (h) the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant, and
- (i) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.

(3) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy if

- (a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation,
- (b) the personal information was compiled and is identifiable as part of an investigation into a possible violation of law, except to the extent that disclosure is necessary to prosecute the violation or to continue the investigation,
- (c) the personal information relates to eligibility for income assistance or social service benefits or to the determination of benefit levels,
- (d) the personal information relates to employment, occupational or educational history,
- (e) the personal information was obtained on a tax return or gathered for the purpose of collecting a tax,
- (f) the personal information describes the third party's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness,
- (g) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations about the third party,
- (h) the disclosure could reasonably be expected to reveal the content of a personal recommendation or evaluation, a character reference or a personnel evaluation

supplied by the third party in confidence and the applicant could reasonably be expected to know the identity of the third party,

(i) the personal information indicates the third party's racial or ethnic origin, sexual orientation or religious or political beliefs or associations, or

(j) the personal information consists of the third party's name, address, or telephone number and is to be used for mailing lists or solicitations by telephone or other means.

(4) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy if

(a) the third party has, in writing, consented to or requested the disclosure,

(b) there are compelling circumstances affecting anyone's health or safety and notice of disclosure is mailed to the last known address of the third party,

(c) an enactment of British Columbia or Canada authorizes the disclosure,

(d) the disclosure is for a research or statistical purpose and is in accordance with section 35,

(e) the information is about the third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff,

(f) the disclosure reveals financial and other details of a contract to supply goods or services to a public body,

(g) public access to the information is provided under the *Financial Information Act*,

(h) the information is about expenses incurred by the third party while travelling at the expense of a public body,

(i) the disclosure, in respect of

(i) a licence, a permit or any other similar discretionary benefit, or

(ii) a degree, a diploma or a certificate,

reveals any of the following with respect to the applicable item in subparagraph

(i) or (ii):

(iii) the name of the third party to whom the item applies;

(iv) what the item grants or confers on the third party or authorizes the third party to do;

(v) the status of the item;

(vi) the date the item was conferred or granted;

(vii) the period of time the item is valid;

(viii) the date the item expires, or

(j) the disclosure, in respect of a discretionary benefit of a financial nature granted to a third party by a public body, not including personal information referred to in subsection (3) (c), reveals any of the following with respect to the benefit:

(i) the name of the third party to whom the benefit applies;

(ii) what the benefit grants to the third party;

(iii) the date the benefit was granted;

(iv) the period of time the benefit is valid;

(v) the date the benefit ceases.

(5) On refusing, under this section, to disclose personal information supplied in confidence about an applicant, the head of the public body must give the applicant a summary of the information unless

(a) the summary cannot be prepared without disclosing the identity of a third party who supplied the personal information, or

(b) with respect to subsection (3) (h), either paragraph (a) of this subsection applies or the applicant could reasonably be expected to know the identity of the third party who supplied the personal recommendation or evaluation, character reference or personnel evaluation.

(6) The head of the public body may allow the third party to prepare the summary of personal information under subsection (5).

"A"

WITHOUT PREJUDICE

February 13, 2012

Chris Olsen

S22

Dear Chris Olsen:

Further to the notice advising that your employment with the Government of the Province of British Columbia (the "Province") will be terminating at the end of day on February 13, 2012, this letter and the enclosed documents, all of which comprise Exhibit "A", will detail the terms and conditions and agreement of settlement.

Your settlement is equal to S22 months salary and benefits, in the amount of \$67,298.

S22

Please review the enclosures itemized at the end of this letter and ensure you have all copies described. If you are missing any documents, or you would like to combine options, please contact me at 250 356-6232.

The following steps will assist you in working through the severance process:

- Fully consider the terms and conditions of each option available to you;
- Obtain any legal, financial or other advice you feel is necessary to assist you in making your decision;
- Indicate your selected option on the enclosed Agreement and Release, sign and have it witnessed by a non-relative, age 21 or over; and
- Complete and return the applicable forms to the following address:

BC Public Service Agency
Workforce Restructuring Services
Attention: **Lori Fischer**
PO Box 9404 Stn Prov Govt
Victoria BC V8W 9V1
Email: Lori.Fischer@gov.bc.ca

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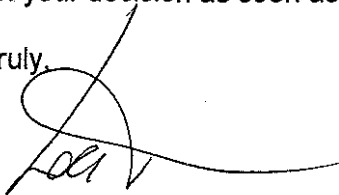
S22

For your information, attached is a print-out of your current leave balances. These balances, based on the most recent available CHIPS data, may be subject to change and will be paid out to you, less statutory deductions, as soon as possible after your termination date.

S22

I look forward to receiving your documents on or before **February 27, 2012** and will initiate action of your decision as soon as possible upon receipt.

Yours truly,

A handwritten signature in black ink, appearing to read 'Lori', with a long horizontal flourish extending to the right.

Lori Fischer
Employee Relations Specialist

Enclosures

- Biweekly Severance Installments option
- Lump Sum Severance Payment option
- Re-employment and Re-payment Requirements
- Agreement and Release – **to be signed and returned to BCPSA**
- Benefit Plan Coverages Information Sheet
- RRSP Transfer Form (TD2R) – **to be signed and returned to BCPSA if applicable**
- Leave Balance Summary

Biweekly Severance Installments option

S22

Benefits & Conditions

For the duration of the severance payment period, all normal payroll and flexible benefits deductions will continue and the following occurs:

- Extended Health and Dental Plan coverages (if applicable) terminate end of the day on which severance payments cease;
- all other flexible benefit coverages terminate on the last day of the month in which severance payments cease;
- you will continue to be covered by the Public Service Pension Plan; and
- you will retain in-service status under the *Public Service Act* for the sole purpose of applying on in-service competitions. A BCPSA Hiring Centre representative will provide you with details concerning access to postings and application procedures. You will be required to provide a personal email and/or telephone number.

Refer to the attached information on extending life insurance, health and dental coverage.

All other terms and conditions of employment, with the exception of the applicable sections of the Standards of Conduct for Public Service Employees, cease effective end of day February 13, 2012. In addition, you will not be covered by:

- Short Term Illness and Injury Plan (STIIP);
- Long Term Disability Plan (LTD);
- any leave, allowance or wage replacement provisions; and
- you will not accrue vacation time.

Under the Severance Administration Policy, you must mitigate your losses to the best of your ability by seeking employment during the severance payment period. Severance payments are conditional on you reporting any offer of employment to the BC Public Service Agency, c/o Lori Fischer. If you receive, but do not accept an offer of employment within the Public Service or with a BC Public Sector employer that is commensurate with your abilities, and which would be reasonable for you to take, you will no longer be entitled to the balance of the severance payments and any further obligation on the part of the Province will cease.

Lump Sum Severance Payment option

S22

Benefits & Conditions

Under this option the following occurs:

- Extended Health and Dental coverages (if applicable) terminate end of the day February 13, 2012;
- All other flexible benefit coverages terminate on February 29, 2012.

Refer to the attached information on extending life insurance, health and dental coverage.

All other terms, conditions, benefits and coverages related to employment cease end of day February 13, 2012 and the applicable sections of the Standards of Conduct Policy for Public Service Employees continue to apply.

Re-employment & Repayment Requirements

The provisions of the *Public Sector Employment Termination Standard Regulation* under the *Public Sector Employers Act* apply. "British Columbia Public Sector Employer" includes the Government and an employer who receives a substantial portion of its funding either directly or indirectly from the Province and includes, but is not limited to, public sector employers as defined in the *Public Sector Employers Act*. In the event there are uncertainties as to whether an employer fits the above definition, the BC Public Service Agency (Workforce Restructuring Services) will determine whether repayment is required.

If you are re-employed during the severance period the following repayment requirements apply:

A. If you choose Biweekly Severance Installments and:

- I. **you obtain a permanent position with the BC Public Sector;** Severance Installments will cease and any severance payments made to you after commencing the re-employment must be repaid. If required, the Province will top up your biweekly salary paid by the BC Public Sector organization to S22 and this top up may remain in effect up to and including S22 minus any amount required to be repaid. All other payments will cease.
- II. **you obtain a permanent position outside the BC Public Sector;** Severance Installments will cease and any severance payments made to you after commencing the re-employment must be repaid. You will receive a lump sum severance payment equal to S22 of your former basic salary payable from the date of re-employment up to and including S22 minus any amount required to be repaid. This payment is subject to withholding tax and other statutory deductions required from severance payments.
- III. **you receive earnings not covered by I) or II) above by way of employment or contract with any employer during the severance payment period;** the earnings will be offset dollar for dollar against any monies already paid to you, and you will, therefore, be required to repay any monies owed. You must notify the BC Public Service Agency, c/o Lori Fischer, immediately upon (a) entering into a contract for services, and (b) obtaining any remuneration from a contract for services.

- B. If you choose Lump Sum Severance Payment,** and you earn remuneration from employment, including self-employment (which includes entering into a contract for services either individually, or through a sole proprietorship, partnership or corporation) directly or indirectly from a British Columbia Public Sector Employer up to and including S22 you must repay the severance payment on a pro rata basis. If you are re-employed to a position with a lower salary, the repayment provision will be based on the lower salary. You must inform the BC Public Service Agency, c/o Lori Fischer immediately upon obtaining such employment.

- C. If you choose a combination of Biweekly Severance Installments and Lump Sum Severance Payment,** the repayment obligations under each respective option as described above will be in effect during the period associated with that option. The lump sum severance payment will be made at the conclusion of the biweekly severance installments period.

AGREEMENT AND RELEASE

S22

TD2R - DIRECT TRANSFER OF AN ELIGIBLE RETIRING ALLOWANCE

This TD2R form replaces the TD2 form previously required by Canada Customs and Revenue Agency (CCRA) for the transfer of a retiring allowance to a Registered Retirement Savings Plan or Registered Pension Plan (RRSP/RPP). A retiring allowance is an amount received on or after retirement in recognition of long service, payment for unused sick leave, and amounts received for loss of office or employment.

An individual can transfer all or part of a retiring allowance payment to an RRSP/RPP:

Eligible Amount: The amount that is eligible for transfer is limited to:

- \$2,000 for each year or part of a year before 1996 that the person worked for the employer; plus
- \$1,500 for each year or part of a year before 1989 of that employment in which none of the employer's contributions to the Registered Pension Plan had vested in the employee's name when the employer pays the retiring allowance, i.e. non-pensionable service. (This is time that you worked for the employer but did not contribute to the Public Service Pension Plan and do not intend to purchase as pensionable service).

The Non-Eligible amount may be transferred to an RRSP/RPP provided that it is within the limit of the employee's RRSP deduction limit (current year's RRSP room):

NOTE: IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO ENSURE THE AMOUNT INDICATED FOR TRANSFER TO AN RRSP IS WITHIN THE DEDUCTION LIMIT ESTABLISHED BY CCRA. SHOULD THIS TRANSFER RESULT IN AN OVER-CONTRIBUTION, THE EMPLOYEE IS RESPONSIBLE FOR ANY PENALTIES THAT MAY BE LEVIED BY CCRA. EMPLOYEE SIGNATURE AT THE BOTTOM OF THIS FORM INDICATES ACCEPTANCE OF THIS RESPONSIBILITY.

Last Name	Usual First Name and Initials	Social Insurance Number
Address		Postal Code

Source of Retiring Allowance transfer: (one source per transfer form):
☐ 50 % Sick Bank
☐ ERIP or Severance
☐ Retirement Allowance (article 27.18)

Amount of funds to be transferred: \$ _____
Eligible amount (of above transferred amount): \$ _____
Non-eligible amount (of above transferred amount): \$ _____ (see "The Non-Eligible amount" & **NOTE**)

Cheque Payable to:

Institution Name: _____
Attention (optional): _____
Mailing Address: _____

Postal Code: _____

Account Number (or contract number): _____

Please ensure this form is fully completed with correct information or there may be a delay in your payment(s) being transferred. Sufficient information must be provided for the institution to identify your payment. Since many institutions have central processing units for these payments, the payment may not go directly to your broker/agent.

Your Signature: _____ **Date:** _____

S22