

SEVENTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

B.C. PUBLIC SERVICE AGENCY

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

representing employees of the

**ADMINISTRATIVE SERVICES
COMPONENT**

Effective from April 1, 2014 to March 31, 2019

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*NOTE: Changes to the **Sixteenth** Component Agreement are indicated in the **Seventeenth** Component Agreement with **bold type** (except for **Headings**) or an asterisk (*) where language has been deleted and no new text added.*

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

Subject to the provisions of the Master Agreement entered into between the Province of British Columbia as represented by the BC Public Service Agency and the B.C. Government and Service Employees' Union, the purpose of this Component Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and all employees in the Administrative Services Component and to set out the terms and conditions of employment for all employees included in the Administrative Services Component.

1.2 Administrative Services Recognition Day

Administrative Services Recognition Day is the Wednesday of the last full week of April each year.

1.3 Elimination of Present Classification

No existing classification shall be eliminated except by prior consultation with the Union.

ARTICLE 2 - UNION REPRESENTATIVES

Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar, or workshop held by the Employer for a staff representative from the Union to speak.

ARTICLE 3 - SENIORITY

3.1 Ministry Seniority Units - Auxiliary Layoff and Recall

(a) Pursuant to Clause 31.5 – Layoff and Recall of the Master Agreement, ministry seniority units shall be as outlined in Appendix 1 - Ministry Seniority Units: Auxiliary Layoff and Recall. Should it become necessary to amend Appendix 1 as a result of operational or organizational changes, the matter shall be referred to the Article 29 Ministry Joint Committee for consideration and recommendation to the Component Bargaining Principals.

(b) Prior to such matters being referred to an Article 29 Ministry Joint Committee, written notification shall be provided to the Component Bargaining Principals.

3.2 Same Service Seniority Date

When two or more regular or auxiliary employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

ARTICLE 4 - HOURS OF WORK

(a) Preamble

The parties recognize the Employer's right to establish hours of operation to provide adequate service to the public and to fulfil the functions of the work unit. To this end, work schedules selected from Clauses 4.1 – Standard Hours, 4.7 – Shift Operations and 4.11 –

Modified Workweek below, will be established pursuant to Article 14 – Hours of Work of the Master Agreement.

(b) *Terminology*

For the purpose of Article 4 – Hours of Work of this Agreement the following definitions apply:

(1) "*Fixed location employees*" means those employees who spend all or the greater part of their time at a central work location where they generally perform their duties on a regular daily shift basis.

(2) "*Field employees*" means those employees who spend all or the greater part of their time away from their central work location. This term "*field employees*" is not synonymous to the term "*field status*" defined in the Master Agreement.

(3) "*Central work location*" means the place at which an employee normally receives their office correspondence and work assignments.

4.1 Standard Hours

(a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.

(b) Except as otherwise provided, the workday shall be seven hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

4.2 Meal Periods

(a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall be not less than 30 minutes nor more than 60 minutes.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

4.3 Clean-up Time

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

4.4 Reporting to Work Location

Where employees are required to report to a central location in order to be assigned their work location, their shift or workday shall commence from the time they are required to report for assignment.

4.5 Employees in Field Camps

Timekeepers and Construction Accountants who are temporarily assigned to remote and isolated locations and who work with the members of another component, shall have the agreement of the component having the largest representation in the work unit apply to them with regard to hours of work, lieu days, overtime payment, days off, and any other provision specifically applicable to field crews.

4.6 Field Employees

The parties recognize the historical flexibility of working hours performed by the field employee using their own discretion as to the most effective application of those hours to meet operational requirements. The parties agree to the continuation of this practice.

(a) Except for recording vacation, sick leave, overtime and/or compensatory time off, and approved absences with or without pay, and unless specific job requirements necessitate it, the field employee will not generally be required to record their time.

(b) Time spent in travel in excess of the time spent in travel from the employee's residence to their central work location and return shall be considered as time worked.

4.7 Shift Operations

Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Clause 4.1 – Standard Hours, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and two days off unless otherwise agreed to by the parties to this Agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be as required to meet the annual hours outlined in Clause 14.1 – Hours of Work of the Master Agreement. This clause shall not apply to those employees covered by Clauses 4.5 – Employees in Field Camps and 4.6 – Field Employees of this Agreement.

4.8 Allocation of Shifts

Where the parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

4.9 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal period. The application of this clause to employees described in Clause 4.6 – Field Employees shall be at their discretion.

4.10 Scheduling Lieu Days

- (a) Pursuant to Clauses 17.3 – Holiday Falling on a Day of Rest and 17.4 – Holiday Falling on a Scheduled Workday of the Master Agreement, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within 30 days following the paid holiday.
- (b) If the lieu day is not taken within the 30 days, it shall be immediately scheduled on the vacation roster.
- (c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

4.11 Modified Workweek

Note: Refer also to the Clause 4.11 Interpretative Document

- (a) Where there is mutual agreement between the Union's designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one of the following bases:

(1) 4 – the workday shall be eight hours and 45 minutes.

(2) 5/4 – the workday shall be seven hours and 47 minutes.

(3) 5/5/4 – the workday shall be seven hours and 30 minutes.

(4) 5/5/5/4 – the workday shall be seven hours and 22 minutes.

(5) 16 day cycle – the workday shall be seven hours and 30 minutes.

(i) This schedule requires an employee to work 15 days then take their modified day off on the 16th day. The **earned** day off is scheduled on a different successive day each time through the rotation. For example, on the first rotation the modified day off is Monday, then the next rotation it is Tuesday, etc.

(ii) This results in working an extra 8.5 hours per year, less 6 hours required to cover the 12 statutory holidays, resulting in 2.5 hours of lieu time to be scheduled by mutual agreement.

(b) The foregoing work schedules shall be subject to the following provisions:

(1) It is understood that the implementation of modified workweek work schedules is dependent

on receiving confirmation from the Employer prior to implementation.

(2) There shall be equitable rotation of the **earned** days off as mutually agreed at the local level.

(3) Pursuant to Clause 14.3(b) – Conversion of Hours – Vacation, of the Master Agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

(4) Pursuant to Clause 14.3(c) – Conversion of Hours - Designated Paid Holidays, of the Master Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.

(c) (1) The **earned** day off is scheduled by mutual agreement at the local level on Monday or Friday;
or

(2) is scheduled by mutual agreement within the applicable cycle in (a) above.

4.12 Flextime

(a) Pursuant to Clause 14.8 – Flextime of the Master Agreement, employees or groups of employees may be given the authority to work flextime by mutual agreement between the parties at the local level.

(b) The averaging period for those employees on flextime shall be 70 hours per two week period.

(c) The workday for those employees on flextime shall not exceed 10 hours.

4.13 Other Work Schedules

The parties recognize that there may be occasion, due to specific work needs, to grant approval for a work schedule which is contained in another component agreement. If there is mutual agreement between the Component Bargaining Principals, a letter of agreement will be negotiated to reflect these special circumstances.

ARTICLE 5 - OVERTIME COMPENSATION

5.1 General Provisions

(a) Pursuant to Clause 16.6 – Overtime Compensation of the Master Agreement, employees shall have the option of being compensated for overtime in cash or compensatory time off.

(b) If the employee elects to take compensatory time off, such time off shall be scheduled by mutual agreement within 60 days from it being earned.

(c) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the 60 days, to receive cash payment for such unscheduled compensatory time off.

(d) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in

which the employee opts for cash payment pursuant to (a) or (c) above, as the case may be.

(e) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year or upon termination, whichever occurs earlier.

5.2 Twenty-four Hour Camps

Employees required to work in 24-hour camp operations shall be compensated with two days off and four straight-time hours cash for each 24-hour day spent in camp.

ARTICLE 6 - ANNUAL VACATIONS

6.1 Prime Time Vacation Period

(a) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1st to September 30th, inclusive, which shall be defined as the prime time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take

their complete vacation entitlement during the prime time period if they so desire.

6.2 Vacation Preference

(a) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.

6.3 Vacation Schedules

(a) Vacation schedules will be circulated and posted by January 31st of each year. This date may be altered at the local level by mutual agreement of the Local Chairperson and the employer designate, but not later than March 1st of each year.

(b) An employee who does not exercise their seniority rights within one week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights with respect to that vacation schedule.

However, every effort will be made to grant vacation at the time of the transferred employee's choice.

(d) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

(e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

6.4 Vacation Relief

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

ARTICLE 7 - TRAINING & CAREER DEVELOPMENT

7.1 Purpose

It is recognized that it is in the mutual interest of Administrative Services Component employees and the Public Service of British Columbia that:

(a) a skilled workforce is maintained through timely and adequate training that is necessary to perform current responsibilities;

(b) developmental opportunities are made available in requisite skills, knowledge and experience areas which are not needed in an employee's present position but needed in potential future responsibilities or when replacing absent staff;

(c) developmental training is available to satisfy personal long-term educational goals utilizing after-hours time.

It is recognized that training and development activity is a joint responsibility shared between the Employer and the recipient employee.

All training and development opportunities are subject to the availability of individual ministry training and development funding, ministry training policies and operational requirements. All ministry training policies shall be posted by January 31st of each year or made available on request to employees.

7.2 Training

(a) The Employer shall determine the training necessary for employees to perform the duties of their position.

(b) Such training may be in the form of in-service training, courses, seminars, demonstrations, conferences, **online or distance education/correspondence courses**, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7 – Leave for Taking Courses of the Master Agreement.

7.3 Training Assistance

(a) Employees shall be reimbursed for 100% of the tuition for job-related courses approved by the Ministry the guidelines for which are outlined in Clause 7.4 – Educational Assistance below.

(b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.

(c) Termination of employment will nullify any obligation of assistance by the Employer.

7.4 Educational Assistance

To qualify for reimbursement, an employee must be a regular employee upon enrollment.

To be approved, the courses described below must be related to the employee's present position or career development:

(a) on-campus or extension courses taken for credit and given by accredited higher educational institutions;

(b) correspondence courses taken from recognized schools;

(c) vocational or business courses taken from recognized schools;

(d) technical courses taken from recognized engineering/technical institutions;

(e) seminars.

All applications for training assistance must be submitted prior to registration in the course.

The employee shall initially pay the tuition fees, with reimbursement provided on proof of successful completion of the program.

7.5 Conferences and Seminars

(a) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at ministry expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Ministry head concerned.

(b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.

(c) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

7.6 In-Service Examination

(a) Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

(b) Eligible candidates participating in a posted competition for a regular position, and who are required to take an examination as a part of the competitive process, including the testing of keyboarding skills, shall be administered at no cost to the employee.

ARTICLE 8 - ON-THE-JOB TRAINING

The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.

ARTICLE 9 - SAFETY AND HEALTH

9.1 Supply and Maintenance of Equipment

A regular employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

9.2 Safe Working Conditions

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

9.3 Survival First Aid Course

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at

the Employer's expense. Any disputes arising from the application or interpretation of this clause shall be referred to the Provincial Joint Occupational Health and Safety Committee for resolution.

ARTICLE 10 - CLOTHING AND EQUIPMENT

10.1 Protective Clothing

The Employer shall provide adequate protective clothing where the need arises.

(a) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation.

(b) Where work is to be performed outdoors in inclement weather pursuant to (a) above, the necessary rainwear, parkas, or gloves shall also be made available.

10.2 Maintenance of Clothing

(a) It shall be the responsibility of the employee to maintain and clean washable apparel provided to the employee by the Employer.

(b) Where the Employer requires other apparel to be worn which must be dry-cleaned, the Employer shall be responsible for dry-cleaning and maintenance.

(c) Where the Employer has a responsibility in (b) above, the Employer will pay an allowance to the employee where arrangements have not been made for dry-cleaning and maintenance of:

- (1) effective April 1, 2013 \$27.50 per month; **and**

- (2) effective April 1, 2016 \$28.00 per month; and
- (3) effective April 1, 2018 \$29.00 per month

10.3 Union Label

Upon depletion of existing stocks, all uniforms and clothing issued by the Employer shall bear a recognized union label.

10.4 Uniforms

(a) The Employer shall provide the appropriate uniform or wearing apparel to any employee who is required to wear a uniform.

(b) The type of uniform or wearing apparel to be provided shall be determined by joint union employer committees.

(c) The Employer agrees that for all clothing and equipment listed in Appendix 2(b) and (c) - Court Clerks - Supreme and Provincial Courts, replacement will be issued upon presentation of worn-out articles.

10.5 Tools and Equipment

The Employer shall supply all tools and equipment required to perform the work.

10.6 Lockers

Where employees are required to change their uniform in the course of their normal duties, and where space is available, lockers which can be locked, shall be provided.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

11.1 Vehicles

If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

11.2 Expenses Within Headquarters Area

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

11.3 Entertainment Expenses

When employees have occasion to entertain non-service personnel in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses.

11.4 Standby

(a) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

(b) For employees in Forest Service warehouses, the Employer agrees to give at least 48 hours' notice of standby assignment.

11.5 Damage to Personal Property

Where an employee's personal property, excluding private automobiles utilized in the performance of their duties, is damaged by a client, patient, or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

11.6 Safety Footwear

(a) Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in the amount of:

- (1) effective November 7, 2012
\$133.50 biennially; **and**
- (2) **effective April 1, 2016**
\$136.80 biennially; and
- (3) **effective April 1, 2018**
\$140.95 biennially

(b) Such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

ARTICLE 12 - WORKLOAD

12.1 Positions Temporarily Vacant

(a) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

(b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

(c) Approval for release to a temporary assignment, where that assignment is a promotion, will not be unreasonably withheld.

12.2 Assignment of Work

(a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.

(b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

ARTICLE 13 - PERSONAL DUTIES

(a) It is understood by both parties that work not related to the business of the Public Service should not be performed on the Employer's time.

(b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Return to Headquarters

(a) Field employees on "*travel status*" as defined in the Master Agreement shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two week period at the Employer's expense.

(b) Travel time under this clause shall be on the employee's time, and accommodation expenses for the weekend period, if any, shall be the employee's responsibility.

(c) The Employer shall determine the mode of transportation to be taken by the employee.

14.2 Travel Conditions

The Employer shall consult with the employee whose duties require them to be absent from their headquarters for extended periods, and subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

14.3 Change of Work Location

Except in the case of temporary assignment for the duration of less than one month, and except in the case of emergencies, the Employer shall give an employee two weeks advance notice prior to implementing any change in the employee's central work location.

ARTICLE 15 - TERM OF AGREEMENT

15.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, 2019.

15.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2019, but in any event no later than midnight, January 31, 2019.

(b) Where no notice is given by either party prior to January 31, 2019, both parties shall be deemed to have been given notice under this clause on January 31, 2019 and thereupon Clause 15.3 of this article applies.

(c) All notices on behalf of the Union shall be given by the President of the Union or a designate, and similar notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

15.3 Commencement of Bargaining

Where a party to this Agreement has given notice under 15.2 of this article, the parties shall, within 14 days

after the notice was given, commence collective bargaining.

15.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

15.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

15.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into full force and effect **April 1, 2014.**

FOR THE UNION:

Darryl Walker
President

Lori Joaquin
Component Chairperson

Sussanne Skidmore
Member

Matt Damario
Member

Maria Middlemiss
Member

Chris Anderson
Staff Representative

FOR THE EMPLOYER:

Ken Carradine, BCPSA
Senior Labour Relations Specialist

Sherri Norman, BCPSA
Employee Relations Specialist

Patti Boyle, Executive Director
Fraser Region, Ministry of Social
Development & Social Innovation

Jenny Manton, Director Business
Operations, Criminal Justice
Ministry of Justice

Dated this 27th day of January, 2014.

APPENDIX 1
Ministry Seniority Units:
Auxiliary Layoff and Recall

MINISTRIES

1. MINISTRY OF ABORIGINAL RELATIONS AND RECONCILIATION

- (1) Deputy Minister; Assistant Deputy Ministers' Offices
- (2) Balance of Ministry – by geographic location

2. MINISTRY OF ADVANCED EDUCATION

- (1) Victoria
 - (a) Deputy Minister's Office and Executive Staff
 - (b) Balance of Ministry

Notwithstanding the above, for (b), Clerk Steno R9s shall form one unit; OA-R6s and OA-R7s shall form two units as follows:

- (i) clerical
 - (ii) typing/stenographic/word processing
- (2) Balance of Province - by geographic location

3. MINISTRY OF AGRICULTURE

- (1) Victoria

- (a) Deputy Minister's Office; Assistant Deputy Ministers' Offices
 - (b) Agriculture Science and Policy Division
 - (c) **Business Development Division**
 - (d) Farm Industry Review Board
- (2) Agricultural Land Commission
 - (3) Balance of Province - by geographic location

4. MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

- (1) Victoria Headquarters - by Division

Notwithstanding the above, OA-R6s and OA-R7s shall form two units as follows:

- (i) clerical
 - (ii) typing/stenographic/word processing
- (2) Regions

Seniority units shall be by geographic location within the Region with the following exceptions:

- (a) After Hours
 - (i) Vancouver After Hours Response Team and Provincial After Hours Line

- (ii) Lower Mainland After Hours Response Team (New West)
- (b) Provincial Services for the Deaf and Hard of Hearing
- (c) Maples Adolescent Centre
- (d) Youth Forensic Psychiatric Services - by geographic location
- (e) Youth Custody Centres - by geographic location

5. MINISTRY OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT

- (1) Victoria
 - (a) Deputy Minister's Office
 - (b) Management Services Division
 - (i) Finance
 - (ii) Strategic Human Resources and Corporate Policy & Planning
 - (iii) Remainder of Division
 - (c) Integrated Policy, Legislation and Operations Division
 - (i) Integrated Operations Branch
 - (ii) Remainder of Division

- (d) Local Government Division
- (e) Arts, Culture & Sport Division
 - (i) Sport Branch
 - (ii) Remainder of Division
- (2) Vancouver
 - (a) University Endowment Lands
 - (b) BC Film Commission

Notwithstanding the above, OA-R7s, Clerk R9s and Clerk Steno R9s shall form seniority units by geographic location.

6. MINISTRY OF EDUCATION

- (1) Victoria
 - (a) Deputy Minister's Office and Executive Staff
 - (b) Balance of Ministry - by Division

Notwithstanding the above, Clerk Steno R9s shall form one unit; OA-R6s and OA-R7s shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing
- (2) Balance of Province - by geographic location

7. MINISTRY OF ENERGY AND MINES (MINISTER RESPONSIBLE FOR CORE REVIEW)

- (1) Deputy Minister; Assistant Deputy Minister's Offices
- (2) Balance of Ministry - by geographic location

8. MINISTRY OF ENVIRONMENT

- (1) Victoria
 - (a) Deputy Minister's Office; Assistant Deputy Ministers' Offices
 - (b) Environmental Protection Division
 - (c) Environmental Sustainability and Strategic Policy Division
 - (d) BC Parks and Conservation Officer Service Division
 - (e) Climate Action Secretariat

Notwithstanding the above, OA-R7s, Clerk R9s and Clerk Steno R9s shall form two units as follows:

- (i) clerical
 - (ii) typing /stenographic/word processing
- (2) Balance of Province – by geographic location

9. MINISTRY OF FINANCE

- (1) Victoria
 - (a) Deputy Minister's Office
 - (b) Office of the Comptroller General
 - (c) Corporate **Division**
 - (i) **Corporate Financial and Facilities Services; Executive and Divisional Operations Branch**
 - (ii) Information Management Branch
 - (iii) Performance Management & Corporate Priorities Branch
 - (d) Revenue Division
 - (e) **Gaming Policy and Enforcement Branch**
- (2) Balance of Province - by geographic location

10. MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS

- (1) Victoria
 - (a) Deputy Minister's Office; Assistant Deputy Ministers' Offices; and Corporate Initiatives Division
 - (b) Integrated Resource Operations Division, by branch

(c) Resource Stewardship Division, by branch

(d) Timber Operations, Pricing **and First Nations** Division, by branch

(e) **Tenures**, Competitiveness and Innovation Division, by branch

(f) Regional Operations Division (Coast, South & North)

(g) Corporate Services for Natural Resources, by branch

Notwithstanding the above, OA-R6s and OA-R7s shall form two units as follows:

(i) clerical

(ii) typing/stenographic/word processing

(2) Balance of Province

(a) Regional Offices - by geographic location

(b) District, Field and Branch Offices - by geographic location

(c) Timber Sales Offices – by geographic location

(d) Wildfire Management Branch Offices – by geographic location

Notwithstanding the above, OA-R7s shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing

11. MINISTRY OF HEALTH

(1) Victoria

(a) Deputy Minister's Office; Office of the **Associate Deputy Minister, Health Services**; Office of the **Associate Deputy Minister, Corporate Services**

(b) Finance and Corporate Services Division

(c) Health **Services Policy and Quality Assurance** Division

(d) Health Sector IM/IT Division – except Vital Statistics Agency

(e) Medical **Beneficiary &** Pharmaceutical Division

(f) **Health Sector Planning and Innovation** Division

(g) Population and Public Health Division (**includes Office of the Provincial Health Officer**)

(h) **Health Sector Workforce** Division

Notwithstanding the above, OA-R6s, OA-R7s, Clerk R9s and Clerk Steno R9s shall form one unit across the Ministry

(i) Health Sector IM/IT Division - Vital Statistics Agency

(2) Vancouver

(a) Vital Statistics Agency

(b) Remainder of Ministry

Notwithstanding the above for (b) only, OA-R6s, OA-R7s, Clerk R9s and Clerk Steno R9s shall form one unit across the Ministry

(3) Balance of Province – by geographic location

12. MINISTRY OF INTERNATIONAL TRADE AND MINISTER RESPONSIBLE FOR ASIA PACIFIC STRATEGY AND MULTICULTURALISM

(1) **By division, by geographic location**

13. MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING AND MINISTER RESPONSIBLE FOR LABOUR

(1) Victoria

(a) Deputy Minister's Office, Associate Deputy Minister's Office, Major Investment Office, **Executive Operations (Labour) and Policy Legislation (Labour)**

(b) **Tourism and Small Business Division**

- (i) Small Business Branch/
Regulatory Reform Branch
 - (ii) Remainder of Division
- (c) **Economic Development Division**
- (d) **Labour Market and Immigration
Division**
 - (i) **Policy and Stakeholder
Relations Branch**
 - (ii) **Labour Market Programs
Branch**
 - (iii) **Business Strategy and
Accountability Branch**
- (e) **Management Services Division**
 - (i) **Finance**
 - (ii) **Strategic Human Resources
and Corporate Policy & Planning**
 - (iii) **Remainder of division**
- (f) **Labour Division**
 - (i) **Employment Standards
Branch**
 - (ii) **Workers' Advisors;
Employers' Advisors**

- (2) **Greater Vancouver**
 - (a) **Labour Market and Immigration Division**
 - (i) **Labour Market Programs Branch**
 - (ii) **Economic Immigration Programs**
 - (iii) **Remainder of Division**
 - (b) **Management Services Division**
 - (c) **Labour Division**
 - (i) **Employment Standards Branch**
 - (ii) **Worker's Compensation Appeals Tribunal**
 - (iii) **Workers' Advisors; Employers' Advisors'**
- (3) **Balance of Province – by geographic location**

Notwithstanding the above, OA-R7s, Clerk R9s and Clerk Steno R9s shall form units by geographic location

14. MINISTRY OF JUSTICE

- (1) **Deputy Attorney General and Deputy Solicitor General Offices**

(2) BC Review Board

(3) Court Services

Regional Operations (Regional Offices including applicable headquarters offices shall be combined to form one unit where they share a common geographic location).

(a) Vancouver Island Region

1. Victoria (includes headquarters and Regional Office), Western Communities
2. Duncan
3. Courtenay
4. Campbell River
5. Nanaimo
6. Port Alberni
7. Port Hardy
8. Powell River

(b) Lower Mainland Area

1. Vancouver Coastal Region:
 - Vancouver (includes Regional Office), Law Courts, Robson Square, Violation Ticket Centre,

222 Main Street, Court
of Appeal **and** Sheriff
Recruitment Office

- North Vancouver
- Sechelt

2. Fraser Region:

- Richmond
- New Westminister
(includes Regional Office)
- Port Coquitlam
- Surrey
- Chilliwack
- Abbotsford

(c) Balance of Province – by geographic location

(4) Criminal Justice - by geographic location

(5) Justice Services

(a) Victoria

(b) Vancouver

(c) New Westminister, Port Coquitlam,
Maple Ridge, Coquitlam

(d) Surrey, Langley

(e) Chilliwack, Abbotsford

- (f) All other areas - by geographic location
- (6) **Corporate** Management Services Branch - by geographic location
- (a) Finance and Administration
 - (b) Facilities Services Division - by geographic location
 - (c) Remainder of Branch – by geographic location
- (7) Public Guardian and Trustee of British Columbia - by geographic location
- (8) Investigations and Standards Office
- (9) Corrections – Headquarter Operations – Regional Community Services Operations (Regional and District Offices including applicable headquarters offices shall be combined to form one unit where they share a common geographic location)
- (a) Island Coastal
 - 1. Victoria Court; Western Communities; Saanich
 - 2. Duncan
 - 3. Courtenay
 - 4. Nanaimo

5. Port Alberni
 6. Port Hardy
 7. Campbell River
 8. Powell River
 9. Sechelt
 10. Squamish
 11. Island Coastal Regional
Headquarters; Victoria
Headquarters
- (b) Vancouver Metro
1. Vancouver Court Office;
Vancouver Intensive
Supervision Unit
 2. Vancouver East; Vancouver
West; Vancouver South
 3. Richmond
 4. Burnaby
 5. North Shore
- (c) Fraser Metro Region
1. Delta; West Surrey
 2. Langley

3. Surrey North; Surrey South;
Surrey East; Central
Monitoring Unit
4. New Westminster
5. Tri-Cities

(d) Interior Fraser Region

1. Abbotsford
2. Castlegar
3. Chilliwack
4. Maple Ridge
5. Kelowna
6. Penticton
7. Vernon
8. Cranbrook

(e) Northern Interior Region

1. Prince Rupert
2. Kamloops
3. Terrace
4. Smithers
5. Merritt
6. Prince George
7. Quesnel
8. Dawson Creek
9. Fort St. John
10. Vanderhoof
11. Salmon Arm
12. Williams Lake

(10) Corrections - Institutions

- (a) Vancouver Island Region
 - 1. Vancouver Island Regional Correctional Centre
 - 2. Nanaimo Correctional Centre
- (b) Lower Mainland
 - 1. North Fraser Pretrial Centre
 - 2. Fraser Regional Correctional Centre
 - 3. Surrey Pretrial Services Centre
 - 4. Ford Mountain Correctional Centre
 - 5. Alouette Correctional Centre for Women; Administration Unit
- (c) Interior Region
 - 1. Kamloops Regional Correctional Centre
- (d) Northern Region
 - 1. Prince George Regional Correctional Centre

(11) Community Safety and Crime Prevention –
by geographic location

(12) Emergency Management BC – by geographic location

(13) Office of the Superintendent of Motor Vehicles - by geographic location

(14) Corporate Policy and Planning Office

(15) Policing and Security Programs Branch

(a) Police Services Division - by location

(b) Security Programs Division - by location

(16) Information Services Branch – by location

(17) Liquor Control and Licensing Branch – by location

(18) Independent Investigations Office – by location

15. LIQUOR DISTRIBUTION BRANCH

(1) Vancouver

(2) Balance of Province - by geographic location

**16. MINISTRY OF NATURAL GAS DEVELOPMENT,
MINISTRY RESPONSIBLE FOR HOUSING**

**(1) Deputy Minister, Assistant Deputy
Minister's Office**

(2) Balance of ministry – by geographic location

(3) Office of Housing and Construction Standards – by geographic location

17. MINISTRY OF SOCIAL DEVELOPMENT AND SOCIAL INNOVATION

(1) Victoria Headquarters

(a) Deputy Minister's Office; Assistant Deputy Ministers' Offices

(b) Policy and Research Division

(c) Integrated Case Management

(d) Regional Services Division – by branch

Notwithstanding the above, OA-R7s, Clerk R9s and Clerk Steno R9s in (b), (c) and (d) above will form two units as follows:

(i) clerical

(ii) typing/stenographic/word processing

(2) Vancouver Coastal Region – two units:

(a) Sechelt

(b) Vancouver, North Vancouver, Richmond, and all other ministry operations within the geographic area

- (3) Fraser Region – four units:
 - (a) Coquitlam, Port Coquitlam, Maple Ridge, New Westminster and Burnaby
 - (b) Mission, Abbotsford and Chilliwack
 - (c) Hope
 - (d) Surrey, Delta and Langley
- (4) Other Regions
 - (a) Seniority units shall be by geographic locations within the region
- (5) Employment and Labour Market Services Division – by geographic location

Notwithstanding the above, OA-R7s, Clerk R9s and Clerk Steno R9s will form two units as follows:

- (i) clerical
 - (ii) typing/stenographic/word processing
- (6) Management Services Division
 - (a) Finance and Administration Branch – by geographic location
 - (b) Information Management Branch – by geographic location
 - (c) Engagement and Workforce Development Branch – by geographic location

- (d) Corporate Planning – by geographic location

18. MINISTRY OF TECHNOLOGY, INNOVATION AND CITIZEN'S SERVICES

- (1) Victoria**
 - (a) Deputy Minister's Office**
 - (b) Service BC**
 - (c) Chief Information Office; Strategic Initiatives and Partnerships Office**
 - (d) Corporate Services Division**
 - (e) Logistics and Business Services**
 - (f) Technology Solutions Division**
 - (g) Real Property Division**
 - (h) Strategic Initiatives Division**

Notwithstanding the above, Clerk Steno 9's shall form one unit; OA-R6s and OA-R7s shall form two units as follows:

- (i) clerical**
- (ii) typing/stenographic/word processing**

Notwithstanding the above, all IS positions in (d) and (g) shall form one unit.

- (2) Greater Vancouver**
 - (a) Service BC**
 - (b) Logistics and Business**
 - (c) Real Property Division**
- (3) Balance of Province – by geographic location**

19. MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

- (1) Victoria**
 - (a) Deputy Minister's Office, Chief Operating Officer's Office and Assistant Deputy Ministers' Offices**
 - (b) Finance and Management Services Department**
 - (c) Highways Department**
 - (d) Transportation Policy and Programs Department**
 - (e) Partnerships Department**
 - (f) Infrastructure Department**
- (2) Balance of Province - by geographic location**

BOARDS AND AGENCIES

20. BOARD RESOURCING AND DEVELOPMENT

- by geographic location**

21. BC HUMAN RIGHTS TRIBUNAL; OFFICE FOR CHILDREN AND YOUTH

- by geographic location

22. BC PENSION CORPORATION

- (1) Financial & Plan Board Services
- (2) Client Services
- (3) Corporate Services and CEO Branches

Notwithstanding the above, OA-R7s shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing

23. ENVIRONMENTAL APPEAL BOARD; FOREST APPEALS COMMISSION

- by geographic location

24. ENVIRONMENTAL ASSESSMENT OFFICE

- by geographic location

25. FOREST PRACTICES BOARD

- by geographic location

26. INTERGOVERNMENTAL RELATIONS SECRETARIAT

Protocol and Events – Branch Support Staff

27. ISLANDS TRUST

- by geographic location

28. ROYAL BRITISH COLUMBIA MUSEUM

- by geographic location

APPENDIX 2

Court Clerks - Supreme and Provincial Courts

Where the Employer requires Court Clerks to wear a uniform, the Employer shall provide the following:

(a) An annual allowance in the amount of \$176.75 to purchase the following items: black skirts, black slacks, and black shoes.

(b) 3 white shirts

(c) The following will be supplied on an as-and-when-needed basis:

1 robe

1 vest

tabs

Dated: February 6, 2012

Renewed: October 31,2013

APPENDIX 3

Coordinator of Volunteers 1

It is the understanding of the parties that the first step of the classification Coordinator of Volunteers 1 is a probationary one. New employees with no related experience, selected for those classifications shall be hired at the first step, and shall advance to the second step after

successful completion of a six months' probationary period.

Dated: January 24, 2012

Renewed: October 31, 2013

LETTER OF UNDERSTANDING 1
Administration of Medication

Pursuant to Article 9 – Safety and Health of this Agreement, it is agreed that no employee covered by the Administrative Services Component shall be required to administer medication in the course of their duties, with the exception of employees required to perform first aid duties pursuant to the *Workers Compensation Act* and Regulations.

Dated: September 30, 1986

Renewed: October 31, 2013

LETTER OF UNDERSTANDING 2
**Re: Health and Welfare Benefit Eligibility for Seasonal
Auxiliary Employees**

The parties hereby agree that an MOU pertaining to Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees will apply to the Administrative Services Component Agreement if that MOU is renewed in the Seventeenth ETO Component Agreement without amendment.

If this ETO MOU is amended in the Seventeenth ETO Component Agreement, the lead negotiators for the

Administrative Services Component Agreement shall review the amendments and meet before November 22, 2013 to determine whether the revised language is acceptable to both parties for inclusion in the Seventeenth Administrative Services Component.

If the parties are unable to meet or the revised language in MOU 5 of the Seventeenth ETO Component Agreement is not acceptable to both parties, then MOU 5 of the Sixteenth ETO Component Agreement shall be imported into the Seventeenth Administrative Services Component Agreement. The parties may agree to revise wording contained in the imported MOU 5 of the ETO Sixteenth Component Agreement of a housekeeping nature such as Ministry references and job titles.

Dated: October 31, 2013

MEMORANDUM OF UNDERSTANDING 1

Principles

The parties agree certain issues relevant to employees covered by this Agreement have application across the Public Service.

As such, the parties agree that an Administrative Services Component joint committee is an appropriate consultative forum to address issues which are not ministry, board or agency specific but which arise and have cross-ministry implications.

Structure

(a) The Joint Committee shall be comprised of up to three appointees from each party. Where deemed appropriate, technical advisors may attend committee meetings as deemed necessary by either party.

(b) There shall be no loss of pay for committee members who attend Joint meetings.

(c) The Joint Committee shall meet at the call of either party at a mutually agreeable time and place. **The meeting must be scheduled within 15 days of such call. Meetings shall occur no less than twice per year.**

(d) An employer representative and a component representative shall alternate in presiding over meetings.

Terms of Reference

The terms of reference for the Joint Committee is to regularly consult about issues relating to the Public Service workplace which includes:

(a) The review of changing workplace technology as it may affect employees covered by the Component Agreement;

(b) Reviewing options which enhance career opportunities including in-public service, exchange programs, secondments and cross training that can assist Administrative Services members to move forward in their career path.

(c) Monitoring the effect of Clause 4.11 – Modified Workweek;

(d) Reviewing the circumstances where employees covered by the Component Agreement are required to stand by in conjunction with employees covered by other component agreements;

(e) Where appropriate the Joint Committee may make recommendations to the Master Bargaining Principals concerning matters within its mandate;

(f) Identification of Public Service workplace issues which may arise and would benefit from focussed consultation.

Jurisdiction

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and is not intended as a forum to address ministry specific issues.

Effective: April 1, 2001

Renewed: October 31, 2013

MEMORANDUM OF UNDERSTANDING 2

Re: Employment of Administrative Services Seasonal Employees at the Royal BC Museum

Seasonal employees hired as Visitor Line Managers and Admissions Clerks are intended to supplement the staff complement at peak volume periods as prescribed below:

1. Seasonal employees (SEs) can be appointed to work during the prescribed peak volume periods.

2. No SEs will be recalled to work until auxiliary employees in the recall area have been offered such work.
3. SEs do not earn service seniority and are considered as and when required status.
4. Article 31 will not apply to SEs and at the conclusion of their term certain appointment, they shall be considered terminated for cause.
5. SEs may work, subject to (2) above, during the peak volume periods of May 1st to the Sunday following Labour Day.*
6. The rate for SEs will be grid G1 in Appendix 3G of the Master Agreement.
7. During major exhibitions (usually held every second year) that are booked for more than 90 days, Visitor Line Managers and Admissions Clerks shall be hired at the G2 rate of pay.
8. A training period of up to 3–4 days may be utilized prior to the start of a peak period or major exhibition.
9. Where funding or partial funding comes from an external source, the process of SE hiring will be subject to grant restrictions (e.g. grants under the Young Canada Works program require hiring to be of youth under age 29; Aboriginal grants require hiring of Aboriginal people).

10. The Employer shall provide to the Union a list of all names and hours worked by SEs before March 31st of each year.

*It is understood there is limited flexibility around Labour Day of 3–4 days on either end.

It is understood that no current auxiliary employees will be negatively impacted by the implementation of this memorandum.

Amended: February 6, 2012

Renewed: October 31, 2013

INTERPRETATIVE DOCUMENT

Re: Administrative Services Component Clause 4.11

Modified Workweek

The purpose of this document is to provide guidance to the parties respecting the application of Clause 4.11 – Modified Workweek.

This requirement is based on the substantive changes made to Clause 4.11(a)(4) and (c) during negotiations leading to the 13th Agreement; specifically the introduction of the 5/5/5/4 cycle and the ability to schedule the **earned** days off on days other than Monday and Friday.

The intention of the parties when introducing the 5/5/5/4 cycle and greater scheduling flexibility for the **earned** day off, is to provide additional options where other cycles were not feasible, thus it precluded the introduction of a modified workweek.

The parties agree the increased flexibility to schedule **earned** days off is not intended as an invitation for existing mutual agreement to be withdrawn for current hours of work agreements solely on that basis and absent bona fide rationale.

The parties at the local level may, with mutual agreement, revise current hours of work agreements consistent with all options contained in Clause 4.11 – Modified Workweek.

Any newly negotiated or revised modified workweek agreements shall be copied to the Administrative Services Component Joint Committee Co-Chairperson.

Dated: February 18, 2010

Renewed: October 31, 2013

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