

EIGHTEENTH 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, 2019 to March 31, 2022

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TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement.....	1
1.2 Administrative Services Recognition Day.....	1
1.3 Elimination of Present Classification.....	1
ARTICLE 2 - UNION REPRESENTATIVES.....	1
ARTICLE 3 - SENIORITY	1
3.1 Ministry Seniority Units - Auxiliary Layoff and Recall.....	1
3.2 Same Service Seniority Date.....	1
ARTICLE 4 - HOURS OF WORK	1
4.1 Standard Hours	2
4.2 Meal Periods	2
4.3 Clean-up Time	2
4.4 Reporting to Work Location	2
4.5 Employees in Field Camps	2
4.6 Field Employees	2
4.7 Shift Operations.....	3
4.8 Allocation of Shifts.....	3
4.9 Split Shifts.....	3
4.10 Scheduling Lieu Days	3
4.11 Modified Workweek.....	3
4.12 Flextime.....	4
4.13 Other Work Schedules.....	4
ARTICLE 5 - OVERTIME COMPENSATION.....	4
5.1 General Provisions	4
5.2 24-Hour Camps	5
ARTICLE 6 - ANNUAL VACATIONS.....	5
6.1 Prime Time Vacation Period.....	5
6.2 Vacation Preference	5
6.3 Vacation Schedules.....	5
6.4 Vacation Relief	6
ARTICLE 7 - TRAINING & CAREER DEVELOPMENT.....	6
7.1 Purpose	6
7.2 Training.....	6
7.3 Training Assistance	6
7.4 Educational Assistance	7
7.5 Conferences and Seminars	7
7.6 In-Service Examination	7
ARTICLE 8 - ON-THE-JOB TRAINING.....	8
ARTICLE 9 - SAFETY AND HEALTH.....	8
9.1 Supply and Maintenance of Equipment	8
9.2 Safe Working Conditions	8
9.3 Survival First Aid Course	8
ARTICLE 10 - CLOTHING AND EQUIPMENT	8
10.1 Protective Clothing	8

10.2	Maintenance of Clothing	8
10.3	Union Label	8
10.4	Uniforms.....	9
10.5	Tools and Equipment	9
10.6	Lockers	9
ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES.....		9
11.1	Vehicles	9
11.2	Expenses Within Headquarters Area	9
11.3	Entertainment Expenses.....	9
11.4	Standby	9
11.5	Damage to Personal Property	9
11.6	Safety Footwear	10
ARTICLE 12 - WORKLOAD.....		10
12.1	Positions Temporarily Vacant.....	10
12.2	Assignment of Work	10
ARTICLE 13 - PERSONAL DUTIES.....		10
ARTICLE 14 - GENERAL CONDITIONS		11
14.1	Return to Headquarters.....	11
14.2	Travel Conditions	11
14.3	Change of Work Location	11
ARTICLE 15 - TERM OF AGREEMENT.....		11
15.1	Duration	11
15.2	Notice to Bargain	11
15.3	Commencement of Bargaining.....	11
15.4	Changes in Agreement	11
15.5	Agreement to Continue in Force.....	11
15.6	Effective Date of Agreement	12
APPENDIX 1 - Ministry Seniority Units: Auxiliary Layoff and Recall.....		13
APPENDIX 2 - Court Clerks – Supreme and Provincial Courts		13
APPENDIX 3 - Coordinator of Volunteers 1.....		13
LETTER OF UNDERSTANDING 1 - Administration of Medication		13
LETTER OF UNDERSTANDING 2 - Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees		14
LETTER OF UNDERSTANDING 3 - R9 Auxiliary Recall and Extension		14
MEMORANDUM OF UNDERSTANDING 1 - Joint Committee		15
MEMORANDUM OF UNDERSTANDING 2 - Employment of Administrative Services Seasonal Employees at the Royal BC Museum		16
MEMORANDUM OF UNDERSTANDING 3 - Re: HealthLinkBC 811 Contact Centre Operation Master Rotation Line Assignments for Full- and Part-time Employees		17
INTERPRETIVE DOCUMENT - Administrative Services Component Clause 4.11 - Modified Workweek.....		18

*Note: Changes to the **Seventeenth** Component Agreement are indicated in the **Eighteenth** 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 **Main Public Service 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 **Main Public Service 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 **Main Public Service 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 **Main Public Service 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 **Main Public Service 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 **Main Public Service Agreement**, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within **60** days following the paid holiday.
- (b) If the lieu day is not taken within the **60** 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 **Interpretive** 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 **Main Public Service 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 **Main Public Service Agreement**, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement **using any of the following methods:**
 - (i) **Employees may work additional time each day as part of their work schedule;**
 - (ii) **Full-time employees may work the difference in hours anytime during the pay period in which the statutory holiday falls;**
 - (iii) **An employee may work the entire shortfall for the year at the beginning of the calendar year;**
 - (iv) **An employee may use any banked ETO, CTO, vacation or other banked time to cover the shortfall.**
- (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 **Main Public Service 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 **Main Public Service 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 24-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 afterhours 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 **Main Public Service 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) may be permitted to attend conferences and seminars in their respective fields at ministry expense **to keep up-to-date with knowledge and skills. Employees wishing to attend such conferences and seminars will submit a request, in writing, to the Employer indicating the leave required and how the conference or seminar would assist the employee and the Employer in reaching their mutual goals.** 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, **damaged or worn out 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.
- (c) **The Employer will maintain and replace such protective clothing as required.**

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 **\$29 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 April 1, 2019 | \$143.77 biennially; and |
| (2) | effective April 1, 2020 | \$146.64 biennially; and |
| (3) | effective April 1, 2021 | \$149.58 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 **and that procedures are in place to meet work assignments.**

(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.

(c) Where an employee seeks the direction of their local supervisor regarding the completion of their work assignments for three consecutive weeks or longer, the employee and the local supervisor will review the workload of the employee to consider the contributing factors for the inability to complete the work.

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 **Main Public Service 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, **2022**.

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, **2022**, but in any event no later than midnight, January 31, **2022**.
- (b) Where no notice is given by either party prior to January 31, **2022**, both parties shall be deemed to have been given notice under this clause on January 31, **2022** 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, 2019.**

FOR THE UNION:

FOR THE EMPLOYER:

Stephanie Smith
President

Ken Carradine, BCPSA
Senior Labour Relations Specialist

Maria Middlemiss
Component Vice President

Gordon Asselin, BCPSA
Employee Relations Specialist

Matt Damario
Component First Vice President

Brian Anderson,
Executive Director Business Operations
BC Prosecution Service
Ministry of the Attorney General

Russell Katzer
Member

Sonja Martins, Executive Director
Corporate Services for the Natural Resource
Ministries
Forests, Lands, Natural Resource Operations and Rural
Development

Robert Kary
Member

Kim Saastad, Executive Director
Prevention and Loss Management Services Branch
Ministry of Social Development and Poverty
Reduction

Sandra Bojchko
Member

Sheila Puga
Director

Dated this ____ day of _____, 20__.

APPENDIX 1
Ministry Seniority Units:
Auxiliary Layoff and Recall

Ministry Seniority Units for the Administrative Services Component Agreement were not available at time of printing. These lists will be available on the Employer's MyHR website and the BCGEU's website by August 1, 2019.

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 to purchase the following items: black skirts, black slacks, and black shoes.

The allowance will be: **\$180.25 effective April 1, 2019; and**
\$183.75 effective April 1, 2020; and
\$187.55 effective April 1, 2021.

- (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: **June 9, 2018**

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: **April 25, 2018**

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: **April 25, 2018**

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

Refer to MOU #36 of the Main Public Service Agreement.

LETTER OF UNDERSTANDING 3
R9 Auxiliary Recall and Extension

**BC Ministry of Forests, Lands, Natural Resource Operations & Rural Development,
Kamloops Fire Centre and the Provincial Wildfire Coordination Centre**

Appendix 1 of the Administrative Services Component Agreement stipulates that all auxiliary R9 Wildfire Management Branch employees are in the same seniority unit. The parties recognize that individual employees may desire flexibility on start and finish dates for their appointments to enable them to complete academic or other pursuits. The parties further recognize the Employer's requirement to maintain business continuity within each fire season. Accordingly, the parties agree to the following with respect to auxiliary R9 employees in Kamloops:

- (a) Prior to the start of the fire season, the Employer will advise all qualified auxiliary employees on the recall list of projected positions available at the Kamloops Fire Centre and the Provincial Wildfire Coordination Centre. This information will include estimated assignment start and finish dates (subject to potential extensions) as well as the location.
- (b) Once the Employer has made the information available as noted in (a) above, the R9 auxiliary employees will have one week to indicate their preferences in priority order (i.e., first choice, second choice, third choice, etc.).
- (c) Once the auxiliary employees have made their preferences known, the Employer will make offers of employment in order of seniority (i.e., the senior employee will be offered their first choice, then the second most senior employee will be offered their choice if it has not already been taken by the more senior employee, etc.) to employees on the recall list who are qualified for the work.
- (d) Employees choosing to return to the same position title held in the previous fire season will be deemed qualified to perform the work. Employees stating a preference for a vacant R9 position in a different job stream (i.e., with a different position title) will be required to demonstrate that they are qualified to perform the work.
- (e) Once an R9 auxiliary employee has been offered and accepted recall to a specific position and location, the employee will only be available for work in the position and location chosen for the duration of that fire season, even if there is an extension for a lengthier time in a different position or location. In other words, appointment extensions will be offered to qualified employees in seniority order by current position title and location.
- (f) The R9 auxiliary employees will remain on one seniority list for the purposes of recall at the beginning of each fire season and will only be "locked into" a particular job stream and location for the fire season after they have been offered and accepted a position and a location. Therefore, an R9 may work in one position or location in one fire season and then work in a different position or location the next season, based on seniority and provided they are qualified to perform the work.

Dated: June 22, 2010

Renewed: **April 26, 2018**

MEMORANDUM OF UNDERSTANDING 1

Joint Committee

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 **be scheduled at least quarterly each 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 4.10 - Scheduling Lieu Days**, Clause 4.11 – Modified Workweek, **Article 6 – Annual Vacations, Article 12 – Workload and Article 7 – Training and Career Development;**
- (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 **Public Service 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: **April 26, 2018**

MEMORANDUM OF UNDERSTANDING 2**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 **Main Public Service 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; **Indigenous** grants require hiring of **Indigenous** 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: **April 25, 2018**

MEMORANDUM OF UNDERSTANDING 3**Re: HealthLinkBC 811 Contact Centre Operation Master Rotation Line Assignments
for Full- and Part-time Employees**

The purpose of this agreement is to confirm the processes by which employees move between lines and from part-time to full-time status and the reverse.

- (a) The provisions of this agreement apply to regular full-time and part-time Clerk 9 Health Services Navigators (HSNs) and Clerk 14 Nav Operations Shift Leads (SLs) employed in 811 Contact Centre Operations with the Ministry of Health.
- (b) Each calendar year separate master rotations for HSNs and SLs define the work schedules for the 24/7 operation.
- (c) In the initial assignment of master rotation schedules, full-time employees may bid on full-time lines and part-time employees may bid on part-time lines.
- (d) Lines that are unassigned after all staff have been scheduled and any that are vacated permanently or temporarily throughout the year are awarded via an expression of interest (EOI) process unless urgent operational requirements necessitate an expedited staffing decision.
- (e) Employees are limited to movement to lines within their current classifications and grid levels.
- (f) In the EOI process, full-time employees may elect to move to part-time status and vice versa without formal competition. Initially, preference is given to current full-time employees selecting vacant full-time lines and current part-time employees selecting vacant part-time lines.
- (g) If full-time lines remain available after all current full-time employees are scheduled, they may be awarded to interested part-time employees. Similarly, full-time employees moving to part-time status may select from part-time lines that remain vacant after current part-time staff are scheduled.
- (h) Lines filled via an EOI are awarded by seniority; that is, should more than one eligible employee express interest in a particular line, it will be assigned to the employee with the greatest seniority.
- (i) Movement via EOI from full-time to part-time or the reverse is made on a permanent basis. However, should personal circumstances change, employees may wish to re-enter the EOI process. Except in extenuating circumstances that will be assessed on a case-by-case basis, employees awarded a line via an EOI may not enter another EOI process until they have worked their current schedule a minimum of three months. Subsequent movement is subject to the seniority provisions of (h) and availability of a line that would allow them to revert to their previous employment status.
- (j) Except where otherwise stated in this MOU, the Main and component agreements will apply.
- (k) This MOU will remain in effect for the duration of the term of the 18th Component Agreement. Renewal of this MOU and any changes to its terms shall be by mutual agreement of the parties.
- (l) This agreement is to address the unique staffing requirements of the 811 Contact Centre and is not intended to be a model or template for application outside the scope of Navigation Services.

Dated: December 15, 2015

Renewed: April 26, 2018

INTERPRETIVE DOCUMENT**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: **April 25, 2018**