

COMPONENT 12 – ADMINISTRATIVE SERVICES

Negotiations for the Administrative Services Component took place over two weeks in February. Your committee, under difficult circumstances, achieved a number of improvements to the Component 12 Agreement as identified below.

Of note is the addition to the modified workweek menu of a 16-day cycle, this will be helpful in those offices that have never been able to negotiate an agreement. Uniform language and inconsistent application of reimbursement policies resulting in in-equitable treatment of Court Services staff has long been an issue in Court Services. Appendix 2 will now provide for an annual allowance to be paid to all court clerks.

We encourage you to review the amended Memorandum of Understanding regarding the Administrative Services Component Joint Committee which, among other things, acknowledges cross training that may assist in career path planning.

Negotiations for seniority units and blocks continue and will be communicated when completed.

Your committee believes that the changes achieved will provide for workable and fair conditions in the relatively short term of this agreement and we unanimously recommend ratification of this tentative Component Agreement.

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 Work Day of the Master Agreement, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within ~~60~~ **30** days following the paid holiday.
- (b) If the lieu day is not taken within the ~~60~~ **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 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) ~~4/3~~ **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 extra 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 5.5 hours required to cover the 11 statutory holidays, resulting in three hours lieu time to be scheduled by mutual agreement.

10.2 – Maintenance of Clothing

Letter

February 23, 2010

President

BCGEU

Attention: Chris Anderson

Dear Mr. Anderson

Re: Article 10.2 – Maintenance of Clothing

This is to confirm that the current practice at the Ministry of Attorney General with respect to maintenance of clothing for Court Clerks will not change during the term of this Agreement.

In the event either party seeks change to the current practice the matter shall be brought to the Administrative Services Joint Committee for mutual agreement prior to implementation.

Yours truly

Sue Godwin

Senior Labour Relations Specialist

10.4 – Uniforms

(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.

11.4 – Standby

Letter

February 17, 2010

President

BCGEU

Attention: Chris Anderson

Dear Mr. Anderson

Re: Administrative Services Standby

This is to confirm that the Employer will not change its current practice during the term of the 15th Administrative Services Component Agreement as a result of any discussions at this bargaining table with respect to standby.

Yours truly

Sue Godwin
Senior Labour Relations Specialist

11.7 Property Negotiator Professional Fees

Regular full-time employees ~~classified as property negotiators~~ who have completed their probationary period and who are required to maintain certification(s) by the *Expropriation Act* and **as a condition of employment** ~~their job description~~ shall be reimbursed in full for annual membership or licensing fees (not to exceed 2005 fee schedule).

These certifications include:

- (a) maintain current language
- (b) maintain current language
- (c) maintain current language

15.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, 2010~~12~~.

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, 2010~~12~~, but in any event no later than midnight, January 31, 2010~~12~~.

(b) Where no notice is given by either party prior to January 31, 2010~~12~~, both parties shall be deemed to have been given notice under this clause on January 31, 2012~~10~~ and thereupon Clause ~~16.3~~ **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 ~~Deputy Minister, Head of the British Columbia~~ **BC Public Service Agency**.

15.3 Commencement of Bargaining

Where a party to this Agreement has given notice under ~~16.2~~ **15.2** of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

Appendix 1 – Ministry Seniority Units: Auxiliary Layoff and Recall Negotiations ongoing.

Appendix 2 - Court Clerks—Supreme and Provincial Courts

Where the Employer requires Court Clerks to wear a uniform, **the employer shall provide the following** ~~following will be provided:~~

~~2 black skirts or 2 pairs black slacks~~

~~3 white shirts~~

(a) **An annual allowance in the amount of \$168.00 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
- Tab

Amended: February 23, 2010

Letter of Understanding 1
Re: 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: February 22, 2010**

Letter of Understanding 2
Re: Dispatcher (R9) Recall and Layoff, Kamloops Air Tanker Base
and ~~Kamloops~~ Fire Centre

The parties have agreed to meet to discuss.

Memorandum of Understanding

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 ~~joint Employer/~~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.
- (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, and 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 Work Week as negotiated in the 13th Component Agreement;
- (d) Reviewing the circumstances where employees covered by the Component Agreement are required to standby 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

Amended: ~~February 3, 2006~~ February 22, 2010

**MEMORANDUM OF UNDERSTANDING [new]
Re: Employment of Administrative Services Seasonal Employees
at the Royal BC Museum**

Seasonal employees hired as Visitor Line Managers and Admission 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 June 15 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 Admission 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 31 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.**