

## Memorandum of Agreement

Re: Part-Time Regular Employees – Court Services Branch

### Vancouver Island Region

Effective the 1<sup>st</sup> of April, 2019 this agreement will address the employment status of the regular "part-time plus" registry clerks and court clerks who are irregularly scheduled. Where a part-time plus employee becomes regularly scheduled on a full-time or part-time basis, this Memorandum of Agreement will cease to apply. Any previous or existing agreements are replaced by this agreement.

1. The terms and conditions of employment will include:

- (a) Regular part-time plus registry clerks and court clerks hours and days of work will vary, depending on operational demand, but will average no less than the annual commitment identified in the employee's appointment letter. Corresponding pay and benefits will be in accordance with the Public Service Main and Component Agreements and will be pro-rated for additional straight time hours work.

The employer may continue to utilize the auxiliary category of employment as required. Part-time employees, where qualified, will have the right of first refusal.

- (b) Regular part-time plus registry clerks and court clerks will earn regular service seniority beyond the annual commitment, for all additional hours worked at straight time rates, in accordance with the Public Service Main Agreement Clause 11.1 – Seniority Defined.

- (c) Regular part-time plus registry clerks and court clerks may work up to the total annual hours of work of 1827 hours in 26 pay periods.

(d) Layoff and Recall

- i. Regular part-time plus registry clerks and court clerks are subject to as-and when-required recall, and shall be recalled and laid off, pursuant to Public Service Main Agreement Clause 31.5 – Layoff and Recall. In the event that the application of Article 31.5 may result in an employee(s) not maintaining the annual hours' commitment in 1(a) above, the employer may recall the employee(s) out of order of seniority in order to meet that commitment.
- ii. Notwithstanding (d)(i) above, Western Communities and Victoria courthouses are considered separate for the purposes of layoff and recall.
- iii. All of Public Service Main Agreement Clause 31.5 applies to regular part-time plus registry clerks and court clerks except for (c), (d), (p) and (q).
- iv. Regular part-time plus registry clerks and court clerks are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to Clauses 31.5(e) and (f).

- (e) Exceptions to Item (d)(iii) above will be in accordance with the applicable Public Service Main Agreement leave and notice provisions for regular employees.
  - (f) Proration of service seniority, benefits, paid time off and other allowances are as described in Appendix A to this agreement.
  - (g) Regular part-time plus registry clerks and court clerks will be scheduled a minimum of 14 days in advance; however, due to operational demand, this schedule may be changed with less than 14 days' notice.
  - (h) Implementation of this agreement will be at no increased cost to the employer, including but not limited to premiums or penalties attributable to regular part-time plus registry clerks and court clerks being recalled to additional work up to full-time, such as Public Service Main Agreement Clause 15.3
  - (i) STIP benefits will be calculated in accordance with Public Service Main Agreement Clause 31.12(e), unless a regular part-time plus registry clerk or court clerk works increased hours for any period in excess of two weeks and during that period of scheduled increased employment is subsequently unable to report to work due to illness or injury, and is entitled to benefits pursuant to Appendix A. Such employee will have their STIP benefit calculated on the basis of the increased hours of work. The calculation based upon the increased hours of work will continue for the duration of the initial scheduled increased assignment and thereafter will revert to a benefit based upon the registry clerk or court clerk regular part-time plus status.
  - (j) Public Service Main Agreement Clause 14.2 does not apply to regular part-time plus registry clerks and court clerks.
  - (k) Eligibility for LTD under Appendix 4, Part II, 2.1(a) will be based on their appointment letter (i.e. the appointment letter stipulates at least regular .5 time employment). The benefit level for LTD (if applicable based on the hours worked by the regular part-time plus employee) will be calculated on the basis for the formula outlined in Appendix 4, Part II, Clause 2.2 of the Public Service Main Agreement.
2. The employee may be required to assist other locations or sections of the courts as directed by the employer and as outlined in the applicable job description.
  3. Regular part-time plus registry clerks and court clerks will make every effort to schedule medical and dental appointments on the days they are not scheduled to work.
  4. This agreement is to address the unique role of and services provided by the Vancouver Island Region of Court Services Branch, and is not intended to be a model or template for application outside the scope of the region.
  5. This agreement will remain in effect until the expiry of the 18<sup>th</sup> Public Service Main Agreement. Should any unanticipated operational concern(s) arise as a result of this agreement, the parties shall meet to discuss and attempt to resolve the concern(s).

6. Unless otherwise stated in this agreement, the Public Service Main and Administrative Services Component Agreements apply.

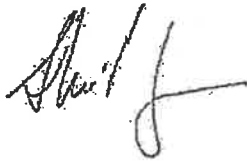
For the Union:



Stephanie Smith  
President



Mariesa Middlemiss  
Vice President  
Administrative Services Component



Sheila Puga  
Director

April 11/2019  
Date

For the Employer:



Melanie Neal  
Regional Executive Director  
Court Services Branch  
Ministry of Attorney General



Christy Howis  
Senior Labour Relations Specialist  
BC Public Service Agency

April 9, 2019  
Date

**Appendix A**

**Regular Part-Time Plus Employees**

**Service, Benefits, Paid Time Off and Other Allowances**

**Prorated**

- Service seniority (one year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Main Agreement 20.12 – Maximum Leave Entitlement
- STIP
- LTD
- Superannuation
- Canada Pension Plan \*
- Employment Insurance \*
- Worker's Compensation Board \*
- Group Life \*

\* Is only prorated to the extent that the benefit is based on the employee's part-time salary.

**Not Prorated**

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

**Others**

- Overtime (paid in accordance with Clause 16.10 of the Public Service Main Agreement)
- Annual increment (eligibility based on acquisition of 1827 hours since last increment)