

MEMORANDUM OF AGREEMENT
Between the
Government of the Province of British Columbia
Represented by the BC PUBLIC SERVICE AGENCY
And the BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

Re: Part-time As-and-when Regular Employees – Service BC, Regional Operations

The purpose of this agreement is to address the terms and conditions of employment for regular part-time as-and-when employees, hereinafter referred to as RPTAW employees.

1. The terms and conditions of employment will include:
 - a. RPTAW employees will have regular status with corresponding pay and benefits in accordance with the 18th Main and Component Agreements, with exceptions indicated below.
 - b. RPTAW employees have an annual guarantee of hours based on a percentage of a full-time work schedule.
 - c. The hours and days of work will vary bi-weekly, ranging from nil to full-time hours, depending on operational demand, but will average no less than the annual guarantee between April 1 and March 31 of the following year.
 - d. Scheduled start and end times are variable from 8:00 a.m. to 5:00 p.m. as identified in Articles 4.1(a) and (b) of the Administrative Services Component Agreement.
 - e. Further hours may be offered in addition to the annual guaranteed hours, to a maximum of 1827 hours in 26 pay periods.
 - f. For vacation and use of CTO, RPTAW employees will be paid, and will be entitled to access leave banks, based on the percentage of full-time work schedule defined in their agreement.
 - g. The annual guaranteed hours for the position may be increased on a permanent or temporary basis by mutual agreement between the Employer and employee at any time.
 - h. Notwithstanding (f) above, paid leaves taken during the duration of the revised schedule will be based on the new percentage of a full-time work schedule.
 - i. RPTAW employees will earn regular service seniority for all additional hours worked at straight time rates, in accordance with Main Agreement Clause 11.1 – Seniority Defined.
 - j. In locations with multiple RPTAW employees, hours will be scheduled to ensure an adequate number of staff is available to meet peak customer demands. The Employer will endeavour to schedule RPTAW hours in a manner that maintains relative seniority.
 - k. The Employer may continue to utilize the auxiliary category of employment as required.
 - l. RPTAW employees are subject to as-and-when required recall and shall be recalled and laid off pursuant to Main Agreement Article 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 (b) above, the Employer may recall the employee(s) out of order of seniority in order to meet that commitment.

- m. All of Main Agreement Article 31.5 applies to RPTAW employees except for (c), (d) and (p). The provisions of 31.5 (o) apply where the Employer schedules a new shift or changes a defined shift without at least 14 days' advance notice as per Article 15.3 (a).
 - n. RPTAW employees 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). Exceptions will be in accordance with applicable Main Agreement leave and notice provisions for regular employees.
 - o. RPTAW employees who refuse work outside of their prescribed scheduled time periods pursuant to Main Agreement Article 31.5 (e) will suffer no consequences except in emergency situations.
 - p. Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix A to this agreement.
 - q. Implementation of this agreement will be at no increased cost to the Employer, including but not limited to premiums or penalties defined in Main Agreement Clauses 15.3 and 15.4.
 - r. STIP benefits will be calculated in accordance with Main Agreement Article 31.12 (e), unless an RPTAW employee works an increased hours of work schedule for any period in excess of two weeks and is subsequently unable to report to work due to illness or injury during the period of increased hours of work and is entitled to benefits pursuant to Appendix 4. Such employees will have their STIP benefit calculated on the basis of the increased hours of work. This calculation based on increased hours of work will continue for the duration of the initial increased hours of work assignment.
 - s. Main Agreement Clause 14.2 does not apply to RPTAW employees, with the exception of 14.2 (b).
 - t. RPTAW employees will make every effort to schedule medical and dental appointments outside of scheduled shift hours.
 - u. Eligibility for LTD under Appendix 4, Part II, 2.1 (a) will be based on the appointment letter. The benefit level for LTD (if applicable based on the hours worked by the RPTAW employee) will be calculated using the formula outlined in Appendix 4, Part II, Article 2.2 of the Main Agreement.
2. Terms and conditions identified in this MOA apply to all employees hired as RPTAW.
3. This agreement is to address the unique role and services provided by Service BC, Regional Operations, and is not intended to be a model or template for application outside the scope of Service BC.
4. Unless otherwise stated in this Memorandum of Agreement, the Main and Component Agreements apply.


5. This agreement is in effect from April 1, 2019 until the expiry of the 18th Main Agreement, March 31, 2022, subject to annual review. Should any unanticipated operational concerns arise as a result of this agreement, the parties will meet to discuss and attempt to resolve them either immediately if urgent or at the time of the annual review.

For the Union:



Sheila Puga
Director

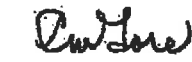
For the Employer:



Beverly Dicks, ADM, Service BC
Ministry of Citizens' Services



Maria Middlemiss, Vice President,
Administrative Services Component



Carol Gore, Sr. Labour Relations Specialist
BC Public Service Agency

March 28 / 19
Date

March 19, 2019
Date

APPENDIX A

Regular Part-time As-and-when Employees, Hereinafter referred to as RPTAW Employees

SERVICE, BENEFITS, PAID TIME OFF AND OTHER ALLOWANCES

Prorated:

- Service seniority (one year of service seniority for every 1827 hours worked)
- Vacation
- Paid Holidays
- Main Agreement 20.12—Maximum Leave Entitlement
- STIIP
- LTD
- Superannuation
- Canada Pension Plan*
- Employment Insurance*
- Work Safe BC*
- 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 Main Agreement)
- Annual Increment (eligibility based on completion of 1827 hours since last increment)