



December 2013

RATIFICATION BULLETIN

An early start was made this year to conclude Component Bargaining prior to the Master Bargaining commencing negotiations with government. What has typically been negotiated over a two-week span, was bargained in two days.

With the employer at our Component table having a very limited mandate to discuss important issues that were raised by our locals and the members they represent, the Committee chose to breathe new life into our Administrative Services Component Joint Committee. We believe that this will provide a vehicle to deal with a variety of concerns that we were unable to discuss in any meaningful way at the bargaining table. We have strengthened the meeting requirements, making them mandatory and at the call of either party. We were able to achieve agreement from the employer on a number of important agenda items that the employer is willing to address at our first meeting in 2014. With a five-year agreement, we believe this Committee will prove to be a valuable tool in dealing with matters that arise in our Component during the life of this agreement and the employer pays the cost of leaves for our committee members to attend. In addition to some language amendments and renewal of various letters of agreement we were able to obtain modest improvements in the Maintenance of Clothing provisions as well as the Safety Footwear allowance.

The following details the changes that were made and your Committee unanimously recommends ratification of this tentative Component Agreement:

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 ~~extra~~ **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 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 ~~extra~~ **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 ~~extra~~ **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.

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.

10.2 Maintenance of Clothing

(a)(b) maintain current language

(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 |

Letter

October 30, 2013

President
BCGEU

Dear Mr. Anderson

Re: Article 11.4 – Standby

This is to confirm that the Employer will not change its current practice during the term of the 17th Administrative Services Component Agreement as a result of any discussions at this bargaining table with respect to standby.

Yours truly

Ken Carradine
Senior Labour Relations Officer

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.

~~Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.~~

15.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, 201419.

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, 201419, but in any event no later than midnight, January 31, 201419.

(b) Where no notice is given by either party prior to January 31, 201419, both parties shall be deemed to have been given notice under this clause on January 31, 201419 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.

Appendix 2
Court Clerks – Supreme and Provincial Courts – [Renewed]

Appendix 3 – Coordinator of Volunteers 1 [Renewed]

Letter of Understanding 1
Administration of Medication [Renewed]

Letter of Understanding 2]
Re: Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees

~~The parties hereby agree that MOU 5 of the ETO Component Agreement will apply to the Administrative Services Component Agreement in recognition of the fact that the MOU was intended to apply to all seasonal auxiliaries of the Wildfire Management Branch. Dated January 30, 2012~~

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.

Memorandum of Agreement [Renewed]
Re: Article 10.2 – Maintenance of Clothing

Memorandum of Understanding 1
Re: Joint Committee

Principles

Maintain current language;

Structure

- (a) Maintain current language;
- (b) Maintain current language;
- (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) Maintain current language.

Terms of Reference

Maintain current language

Jurisdiction

Maintain current language

Memorandum of Understanding 2 [Renewed]

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

Interpretive Document [Renewed]

Re: Administrative Services Component Clause 4.11

cope 378/c12 ratification bulletin