

THIRTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

**PUBLIC SERVICE EMPLOYEE
RELATIONS COMMISSION**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

representing employees of the

**ADMINISTRATIVE SERVICES
COMPONENT**

Agreement made this 1st day of April, 2001

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	2
ARTICLE 4 - HOURS OF WORK	2
Preamble.....	2
Terminology.....	2
4.1 Standard Hours	3
4.2 Meal Periods.....	3
4.3 Clean up Time	3
4.4 Reporting to Work Location	3
4.5 Employees in Field Camps	3
4.6 Field Employees	4
4.7 Shift Operations.....	4
4.8 Allocation of Shifts	4
4.9 Split Shifts	4
4.10 Scheduling Lieu Days	5
4.11 Modified Work week	5
4.12 Flex-time.....	6
4.13 Other Work Schedules	6
ARTICLE 5 - OVERTIME COMPENSATION	7
5.1 General Provisions	7
5.2 Twenty-four Hour Camps.....	7
ARTICLE 6 - ANNUAL VACATIONS	7
6.1 Prime Time Vacation Period.....	7
6.2 Vacation Preference	8
6.3 Vacation Schedules	8
6.4 Vacation Relief.....	9

ARTICLE 7 - TRAINING & CAREER DEVELOPMENT ..	9
7.1 Purpose	9
7.2 Training	10
7.3 Training Assistance	10
7.4 Educational Assistance.....	10
7.5 Conferences and Seminars.....	11
7.6 In-Service Examination.....	11
ARTICLE 8 - ON-THE-JOB TRAINING.....	12
ARTICLE 9 - SAFETY AND HEALTH.....	12
9.1 Supply and Maintenance of Equipment	12
9.2 Safe Working Conditions.....	12
9.3 Survival First Aid Course	12
ARTICLE 10 - CLOTHING AND EQUIPMENT	13
10.1 Protective Clothing.....	13
10.2 Maintenance of Clothing.....	13
10.3 Union Label	13
10.4 Uniforms.....	14
10.5 Tools and Equipment	14
10.6 Lockers	14
ARTICLE 11 - PAYMENT OF WAGES AND	
 ALLOWANCES.....	14
11.1 Vehicles	14
11.2 Expenses Within Headquarters Area	14
11.3 Entertainment Expenses	15
11.4 Standby	15
11.5 Forensic Psychiatric Institute Allowance	15
11.6 Damage to Personal Property.....	16
11.7 Safety Footwear.....	16
11.8 Property Negotiator Professional Fees	17
ARTICLE 12 - WORKLOAD.....	17
12.1 Positions Temporarily Vacant.....	17
12.2 Assignment of Work	18
*ARTICLE 13 - PERSONAL DUTIES.....	18

ARTICLE 14 - GENERAL CONDITIONS	18
14.1 Return to Headquarters	18
14.2 Travel Conditions	19
14.3 Change of Work Location.....	19
ARTICLE 15 - TERM OF AGREEMENT	19
15.1 Duration	19
15.2 Notice to Bargain	19
15.3 Commencement of Bargaining	20
15.4 Changes in Agreement	20
15.5 Agreement to Continue in Force.....	20
15.6 Effective Date of Agreement	20
APPENDIX 1 - Court Clerks--Supreme and Provincial Courts	22
APPENDIX 2 - Ministry Seniority Units: Auxiliary Layoff and Recall.....	23
APPENDIX 3 - Coordinator of Volunteers 1	47
APPENDIX 4 - Uniforms - Fire Commissioners.....	47
LETTER OF UNDERSTANDING 1 - Administration of Medication	48
MEMORANDUM OF UNDERSTANDING	49
INTERPRETATIVE DOCUMENT - Re: Administrative Services Component Clause 4.11 Modified Work Week.....	51

NOTE: Changes to the Twelfth Component Agreement are indicated in the Thirteenth 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 Master Agreement entered into between the Province of British Columbia as represented by the Public Service Employee Relations Commission 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 of the Master Agreement, ministry seniority units shall be as outlined in Appendix 2-*Ministry Seniority Units: Auxiliary Layoff and Recall*. Should it become necessary to amend Appendix 2 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, 4.7 and 4.11 below, will be established pursuant to Article 14—*Hours of Work* of the Master 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 Master 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 work week shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the work day 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 work day 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 work day 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, 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 work day will be as required to meet the annual hours outlined in Clause 14.1 of the Master Agreement. This clause shall not apply to those employees covered by Clauses 4.5 and 4.6 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 shall be at their discretion.

4.10 Scheduling Lieu Days

- (a) Pursuant to Clauses 17.3 and 17.4 of the Master 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 Work Week

(a) Where there is mutual agreement between the Union designate and the Employer's designate at the local level for a modified work week, work schedules may be arranged on one of the following bases:

- (1) 4/3 – the work day shall be eight hours and 45 minutes.**
- (2) 5/4 – the work day shall be seven hours and 47 minutes.**
- (3) 5/5/4 – the work day shall be seven hours and 30 minutes.**
- (4) 5/5/5/4 – the work day shall be seven hours and 22 minutes.**

(b) The foregoing work schedules shall be subject to the following provisions:

- (1) It is understood that the implementation of modified work week work schedules is dependent on receiving confirmation from the Employer prior to implementation.**
- (2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.**

(3) Pursuant to Clause 14.3(b) 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) 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 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 Flex-time

(a) Pursuant to Clause 14.8 of the Master Agreement, employees or groups of employees may be given the authority to work flex-time 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 work day 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) 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 Twenty-four 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 after-hours 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, refresher courses or on-the-job instruction as appropriate. Leave required for such training shall be in accordance with Clause 20.7 of the Master 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 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) Where practical, employees may be permitted to attend conferences and seminars in their respective fields at Ministry expense. 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 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.

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 of **\$23.00** per month, **effective April 1, 2001**, to the employee where arrangements have not been made for dry-cleaning and maintenance.

Note: Allowance will increase to:

- **\$23.75 per month, effective March 31, 2002**
- **\$24.50 per month effective March 30, 2003.**

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 Appendices 1—*Court Clerks--Supreme and Provincial Courts*, and 4—*Uniforms-Fire Commissioners*, 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 standby 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 Forensic Psychiatric Institute Allowance

(a) **An allowance of \$80 monthly shall be paid to employees:**

(1) employed as Stockworkers in the delivery of materials to the maximum security and medium security wards of the Forensic Psychiatric Institute;

(2) employed in the Inpatient Assessment Unit of Youth Court Services.

(b) (1) **The current allowance will be maintained until March 31, 2002.**

(2) **Subject to all affected Component classifications being evaluated under the Public Service Job Evaluation Plan (PSJEP), the current allowance will be reduced by 33¹/₃% on March 31, 2002, by a further 33¹/₃% on March 30, 2003 and phased out, effective March 31, 2004.**

(c) (1) Authorized absences of not more than five scheduled working days in a month shall not affect an

employee's entitlement to the allowance. Should an employee be on authorized absence more than five scheduled working days in any month, the allowance shall be reduced on a pro rata basis.

(2) No employee shall suffer any loss of allowance because of absence from their normal worksite of five days or less due to temporary assignment by the Employer or due to absence from work for five days or less on Union business.

(d) No employee shall suffer loss of forensic allowance because of absence from work due to a work-related injury.

(e) Employees working less than 15 full-time days per month in any of the areas identified in (a)(1)-and (2) above shall receive the allowance on a pro rata basis. Employees working 15 or more full-time days per month in any of these areas shall receive the full allowance.

(f) The allowances set out in this clause will be increased during the term of the Agreement in the event that another certified bargaining unit in the public service receives an improvement in their FPI allowance. It is understood that any improvement will occur at the same time and in the same manner as the other bargaining unit.

11.6 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.

11.7 Safety Footwear

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 **\$56.50 effective April 1, 2001**. Such reimbursement may be received only once per calendar year. Part-time regular employees shall receive this reimbursement on a pro rata basis.

Note: The Safety Footwear allowance shall be increased:

- **effective March 31, 2002: \$58.00**
- **effective March 30, 2003 \$59.50.**

11.8 Property Negotiator Professional Fees

Regular full-time employees classified as property negotiators who have completed their probationary periods will be reimbursed upon presentation of a receipt(s) to a maximum of \$200 per employee per annum where required to maintain certification(s) by the *Expropriation Act* and their job descriptions.

These certifications include:

- (a) A.A.C.I. designation by the Appraisal Institute of Canada**
- (b) Certified Appraiser R.I.(BC) by the Real Estate Institute of British Columbia**
- (c) In respect of partial takings only, SR/WA designation by the International Right of Way Association.**

ARTICLE 12 - WORKLOAD

12.1 Positions Temporarily Vacant

- (a) The Employer agrees that, except in the case of emergency, an employee's work load 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.

(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.

***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 Master 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, 2004**.

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, 2004**, but in any event no later than midnight, **January 31, 2004**.

(b) Where no notice is given by either Party prior to **January 31, 2004**, both Parties shall be deemed to have been given notice under this Clause on January 31, 2001 and thereupon Clause 16.3 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 Commissioner of the Public Service Employee Relations Commission.

15.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under 16.2 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 on the date of signing.

FOR THE UNION:

FOR THE EMPLOYER:

George Heyman
President

Vince Collins
Commissioner

Sandi McLean
Component Chairperson

Ron McEachern
Deputy Commissioner

Lori Joaquin
Member

Greg Wood, Director
Negotiation Services

Dolly Zawaduk
Member

Laura Legh
Labour Relations Officer

Katie Scott
Member

Sheila Knight
Member

Janet Parkes
Staff Representative

Dated: **April 1, 2001**

APPENDIX 1
Court Clerks--Supreme and Provincial Courts

Where the Employer requires Court Clerks to wear a uniform, the following will be provided:

2 black skirts or 2 pairs black slacks
3 white shirts

The following will be supplied on an as-and-when-needed basis:

1 robe
1 vest
tabs

APPENDIX 2
Ministry Seniority Units:
Auxiliary Layoff and Recall

1. MINISTRY OF ABORIGINAL AFFAIRS

By geographic location

2. MINISTRY OF ADVANCED EDUCATION, TRAINING AND TECHNOLOGY

Victoria

1. Offices of the Deputy Minister and Executive Staff; Policy Services Division; Communications
2. Student Services Branch
3. Post Secondary Education Division

Notwithstanding the above, for number **3** Clerk Stenographer 3's shall form one unit; OA1's and OA2's shall form two seniority units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of Province - by geographic location

3. MINISTRY OF AGRICULTURE, FOOD AND FISHERIES

Agriculture and Food

Victoria

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices; **Communications**; Policy and Legislation; B.C. Marketing Board
2. **Corporate Services**
3. **Agriculture Risk Management Branch**; Trade Competition Branch
4. **Agriculture Division**
5. Food Industry Branch

Notwithstanding the above, OA1's and OA2's in units 2 to 5 shall form two units as follows:

- (a) clerical/accounting
- (b) typing/stenographic/word processing

Vancouver

Land Reserve Commission

- (a) OA1's and OA2's
- (b) All other classifications

Balance of Province - by geographic location

B.C. Fisheries

Victoria

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices
2. Fisheries Management Branch (Programs and Operations Division)
3. Sustainable Economic Development AND Information **Services** Branches (Programs and Operations Division)
4. Policy and Legislation AND Intergovernmental Relations Branches (Policy, Planning and Liaison Division)

Notwithstanding the above, OA1's and OA2's in 2 to 4 above shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of province – by geographic location

4. MINISTRY OF ATTORNEY GENERAL

Court Services

Regional Operations (Regional and District Offices including applicable headquarters offices shall be combined to form one unit where they share a common geographic location.)

- (a) Vancouver Island Region
 - (1) Victoria (includes headquarters and V.I. Regional HQ)
 - (2) Western Communities
 - (3) Duncan
 - (4) Courtenay
 - (5) Campbell River
 - (6) Nanaimo - (includes District Headquarters), Parksville
 - (7) Port Alberni
 - (8) Port Hardy
 - (9) Powell River
- (b) Lower Mainland Area
 - (1) Vancouver (includes Regional Headquarters)
 - (2) Richmond
 - (3) North Vancouver
 - (4) Squamish
 - (5) Sechelt
 - (6) Burnaby
 - (7) New Westminster (includes Regional Headquarters)
 - (8) Port Coquitlam
 - (9) Surrey
 - (10) Delta
 - (11) Maple Ridge
 - (12) Chilliwack
 - (13) Hope
 - (14) Abbotsford
- (c) Interior Region
 - (1) Kamloops
 - (2) Merritt
 - (3) Salmon Arm
 - (4) Vernon
 - (5) Kelowna
 - (6) Penticton

- (7) Oliver
- (8) Cranbrook
- (9) Fernie
- (10) Golden
- (11) Nelson
- (12) Rossland
- (13) Revelstoke
- (14) Grand Forks
- (15) Creston

(d) Northern Region

- (1) Prince Rupert
- (2) Terrace
- (3) Kitimat
- (4) Smithers
- (5) Prince George
- (6) Vanderhoof
- (7) Quesnel
- (8) Williams Lake
- (9) 100 Mile House
- (10) Dawson Creek
- (11) Chetwynd
- (12) Fort St. John
- (13) Fort Nelson

Criminal Justice - by geographic location

Land Titles - by geographic location

Management Services Branch

- 1. Finance and Administration
 - (a) Accounts
 - (b) Payroll/Leave Management
- 2. Information Technology Services - by geographic location
- 3. Personnel Services - geographic location
- 4. Rest of Branch - by geographic location

Office of the Public **Guardian and** Trustee

Corrections

1. Headquarter Operations- Regional Community Services Operations - (Regional and District Offices including applicable headquarters offices shall be combined to form one unit where they share a common geographic location).
 - (a) Vancouver Island Region
 - (1) Victoria (includes Colwood, Sooke, Esquimalt, Victoria Community Corrections, Sidney, Saanich and Headquarters and Vancouver Island Regional Headquarters).
 - (2) Duncan
 - (3) Courtenay
 - (4) Nanaimo and Parksville
 - (5) Port Alberni
 - (6) Port Hardy
 - (7) Campbell River
 - (8) Powell River
 - (b) Vancouver Region
 - (1) Vancouver
 - (2) North Shore
 - (3) Squamish
 - (4) Sechelt
 - (5) Richmond
 - (6) Burnaby (includes BC Provincial Releasing Authority)
 - (7) New Westminster
 - (8) Coquitlam and Port Coquitlam
 - (c) Fraser Region
 - (1) Delta
 - (2) Langley
 - (3) Surrey
 - (4) White Rock

- (5) Abbotsford
- (6) Chilliwack
- (7) Hope
- (8) Mission
- (9) Maple Ridge

(d) Interior Region

- (1) Kamloops
- (2) Ashcroft
- (3) Lillooet
- (4) Merritt
- (5) Kelowna
- (6) Oliver
- (7) Penticton
- (8) Revelstoke
- (9) Salmon Arm
- (10) Vernon
- (11) Cranbrook
- (12) Creston
- (13) Fernie
- (14) Golden
- (15) Kimberley
- (16) Nelson
- (17) Rossland

(e) Northern Region

- (1) Prince Rupert
- (2) Kitimat
- (3) Terrace
- (4) Smithers
- (5) Queen Charlottes
- (6) Prince George
- (7) Quesnel
- (8) Dawson Creek
- (9) Fort St. John
- (10) Vanderhoof
- (11) 100 Mile House
- (12) Williams Lake

- (13) Hazelton
- (14) Bella Coola

2. Institutions

(a) Vancouver Island Region

- (1) VIRCC
- (2) Nanaimo Correctional Centre

(b) Lower Mainland

- (1) Burnaby Correctional Centre for Women; Vancouver Pretrial Services Centre
- (2) New Haven Correctional Centre;
- (3) Fraser Regional Correctional Centre
- (4) Surrey Pretrial Services Centre
- (5) Chilliwack Community Correctional Centre; Mount Thurston Correctional Centre; Ford Mountain Correctional Centre; Administration Unit;
- (6) Stave Lake Correctional Centre; Alouette River Correctional Centre; Administration Unit
- (7) Fraser Community Supervision Program

(c) Interior Region

- (1) Kamloops Regional Correctional Centre; Rayleigh Correctional Centre
- (2) Bear Creek Correctional Centre

(d) Northern Region

- (1) Prince George Regional Correctional Centre; Hutda Lake Correctional Centre
- (2) Terrace Community Correctional Centre

Coroners - by geographic location

Consumer Operations; Debtor Assistance; Residential Tenancy
Office - by geographic location

Film Classification Branch

BC Review Board

Provincial Emergency Program - by geographic location

Liquor Control and Licensing - by geographic location

Policy Planning, Legislation & Communications Branch

Community Justice Branch - by geographic location

Public Safety and Regulatory Branch - by geographic location

Commercial Appeals Commission

5. B.C. ASSET AND LAND CORPORATION -

By geographic location

6. B.C. COUNCIL OF HUMAN RIGHTS, AND CHILDREN'S COMMISSION

By geographic location

7. BC MENTAL HEALTH SOCIETY

Riverview Hospital

8. B.C. PENSION CORPORATION

1. Plan Policy and Program Development

2. Plan Administration

3. Finance and Executive Services

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

(a) clerical

(b) typing/stenographic/word processing

9. B.C. TRANSPORTATION FINANCING AUTHORITY

By geographic location

10. MINISTRY FOR CHILDREN AND FAMILIES

Victoria Headquarters - by Division

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Regions

Seniority units shall be by geographic location within the Region with the following exceptions:

- 1. After Hours
 - (a) Vancouver After Hours Response Team and Provincial After Hours Line
 - (b) Lower Mainland After Hours Response Team (New West)
- 2. **Victory Hill** Residential Program
- 3. Willow Clinic; Maple Cottage Detox
- 4. The Maples; Youth Court Services; Burnaby Psychiatric Services; **Migrant Youth Program - Dogwood**
- 5. Regional Personnel offices by geographic location

11. MINISTRY OF COMMUNITY DEVELOPMENT, COOPERATIVES AND VOLUNTEERS

Victoria

- 1. **Deputy Minister's Office; Communication Branch**
- 2. **Balance**

Notwithstanding the above, OA1's and OA2's in **unit 2** above shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of province by geographic location

12. MINISTRY OF EDUCATION

Victoria

1. Offices of the Deputy Minister and Executive Staff; Communications
2. Management Services Division
3. Human Resources Branch
4. Educational **Support** Services
5. **Governance Policy and Finance**
6. Educational **Programs**

Notwithstanding the above, for numbers 2 - 6 (inclusive) Clerk Stenographer 3's shall form one unit; OA1's and OA2's shall form **two** seniority units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of Province - by geographic location

13. MINISTRY OF EMPLOYMENT AND INVESTMENT

Victoria

1. Deputy Minister's Office; Communications Division
2. Management Services Division, by Branch
3. Balance of ministry by Division

Notwithstanding the above, OA1's and OA2's in Divisions 2 and 3 shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of province – **by geographic location**

14. MINISTRY OF ENERGY AND MINES

Victoria

1. Deputy Minister's Office; Communications Division
2. Resource Revenue Branch
3. Balance of Ministry by Division

Notwithstanding the above, OA1's and OA2's in 2 and 3 above shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Balance of province - by geographic location

BC Oil and Gas Commission – by geographical location

15. MINISTRY OF ENVIRONMENT, LANDS AND PARKS

Victoria

Executive

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices; Communications Branch
2. Environment and Lands Headquarters Division, by Branch. Branches are as follows:
 - (a) Crown Lands
 - (b) Water Management
 - (c) Geographic Data BC
 - (d) Crown Land Registry Services

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing
- (e) Air Resources
- (f) Pollution Prevention
- (g) Environment and Resource Management
- (h) Initiatives and Budget Management

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing
- (i) Wildlife

(j) **Habitat, Enforcement, Special Investigations**

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (i) clerical
 - (ii) typing/stenographer/word processing
3. Corporate Policy
 4. Corporate Services, by branch. Branches are as follows:
 - (a) Financial and Administrative Services
 - (b) Human Resources
 - (c) Information Systems
 - (d) Forest Renewal Coordination
 5. Environment and Lands Regions Division
 6. Land Use Coordination Office; Environmental Assessment Office

Parks Division

Parks Division Services, Ecological Reserves Management, Ecological Reserves Planning

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (a) **clerical/accounting**
- (b) **typing/stenographic/word processing**

Vancouver

1. UBC Fisheries Research
2. Lower Mainland Regional Office - by geographic location
3. Parks Lower Mainland District Office - by geographic location

Balance of province - by Division, by geographic location

16. ENVIRONMENTAL APPEAL BOARD, ENVIRONMENTAL ASSESSMENT BOARD, FOREST APPEALS COMMISSION

By geographic location

17. MINISTRY OF FINANCE & CORPORATE RELATIONS

Victoria

1. Deputy Minister's Office; Communications Office
2. Office of the Comptroller General
 - (a) Corporate Accounting Systems
 - (b) Corporate Financial Accounting; Accounting, Policy Research and Development; **Unclaimed Property; Corporate Services**
3. Revenue Division
4. Corporate and Ministry Support Services Division
 - (a) Human Resources Services Branch
 - (b) Information Technology Management Branch;
 - (c) Financial Services and Administration Branch
5. Government Services and Registries
 - (a) Product Sales and Services Division
 - (b) Purchasing Commission

Notwithstanding the above, OA1's and OA2's in (a) and (b) shall form two units as follows:

- (i) clerical
- (ii) typing/stenographic/word processing
- (c) Corporate and Personal Property Registries
- (d) BC Statistics

Vancouver

1. Revenue Division
 - (a) Vancouver
 - (b) Surrey
2. Government Services and Registries

Balance of Province

Revenue Division - by geographic location

Government Services and Registries - by geographic location

Protocol and Events

1. **Branch Support Staff**
2. **Tour Guides**

Coordination of Appointments to Boards, Agencies and Commissions – by geographic location

18. FORENSIC PSYCHIATRIC SERVICES COMMISSION

Vancouver

1. **Forensic Psychiatric Institute**
2. **Forensic Adult Clinic**

Notwithstanding the above, OA1's, OA2's, Clerk 3's and Clerk Stenographer 3's shall form seniority units as follows:

- (a) **clerical**
- (b) **typing/stenographic/word processing**

Balance of province by geographic location

19. **FOREST PRACTICES BOARD - by geographic location**
20. **FOREST RENEWAL BC - by geographic location**
21. **MINISTRY OF FORESTS**

Victoria

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices; Deputy Chief Forester's Office; Communication; Policy and Economics Group
2. Operations Division
 - (a) Resource Tenures and Engineering Branch; Business Design Branch; Enforcement Branch; Nursery and Seed Operations Branch; Aboriginal Affairs Branch
 - (b) Protection Branch

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (a) clerical
 - (b) typing/stenographic/word processing
3. Forestry Division
- (a) Research; Forest Practice Branch
 - (b) Forestry Division Services; Timber Supply Branch; Tree Improvement Program
 - (c) Resource Inventory Branch

Notwithstanding the above, OA1's and OA2's shall form two units as follows:

- (a) clerical
 - (b) typing/stenographic/word processing
4. Revenue and Corporate Services Division
- (a) Valuation Branch
 - (b) Human Resources Branch
 - (c) Financial Management Branch;
 - (d) Audit Services Branch
 - (e) Information Systems Branch

Balance of Province

- 1. Regional Offices by geographic location
- 2. District, Field and Branch Offices by geographic location

Notwithstanding the above, OA1's and OA2's shall form two units by geographic location as follows:

- (a) clerical
- (b) typing/stenographic/word processing

22. MINISTRY OF HEALTH AND MINISTRY RESPONSIBLE FOR SENIORS

Victoria

(A) *Regional Programs*

- 1. Regional Programs -Associate Deputy Minister's Office; Regional Operations; Tertiary Programs; Provincial Programs; Information Support; Funding, Planning and Evaluation**
- 2. Regional Programs – British Columbia Ambulance Service**
- 3. Regional Programs – Regional Programs, Policy and Strategic Initiatives; Assistant Deputy Minister's Office; Care Services; Health Protection; Prevention and Health Promotion; Regional Programs Accountability; Aboriginal Health Division; Women's Health Bureau; HIV/AIDS Division; Office for Seniors; Office of the Provincial Health Officer**

(B) *Strategic Programs*

- 1. Assistant Deputy Minister's Office; Policy Development and Project Management; Planning and Evaluation; Intergovernmental Relations**
- 2. Finance and Management Services**

(C) *Corporate Programs*

- 1. Assistant Deputy Minister's Office; Emergency Preparedness**
- 2. Human Resources Division**
- 3. Information and Privacy Branch**
- 4. Legislation and Professional Regulation**
- 5. Vital Statistics**

(D) *Information Management Group*

(E) Medical Services Plan/Pharmacare

1. Assistant Deputy Minister's Office; **Director's Offices**
2. **Labour Relations and Negotiations Support; Policy and Program Management and Operations Support**
3. **Operations; Claims; Registration and Premium Billing; Program Support; Billing Integrity; Supplementary Benefits**
4. Pharmacare

(F) Communications and Issues Management

Notwithstanding the above OA1's, OA2's, Clerk 3's and Clerk Stenographer 3's will form seniority units as follows:

- (a) Clerical/accounting
- (b) typing/stenographic/word processing

Vancouver

1. **British Columbia Ambulance Service**
2. Pharmacare
3. Vital Statistics
4. Medical Services Plan
5. **Regional Programs Policy and Strategic Initiatives – Food Safety Programs; Radiation Protection Programs**

Notwithstanding the above OA1's, OA2's, Clerk 3's and Clerk Stenographer 3's will form seniority units as follows:

- (a) **Clerical/accounting**
- (b) **typing/stenographic/word processing**

Balance of Province by geographic location

23. INDUSTRY TRAINING AND APPRENTICESHIP COMMISSION

Victoria

OA1's and OA2's shall form two seniority units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Greater Vancouver

- (a) **ITAC Area A** – Vancouver, Burnaby
- (b) **ITAC Area B** – Coquitlam, Surrey, Cloverdale, Langley, Maple Ridge

OA1's and OA2's within each Area, shall form two seniority units as follows:

- (a) clerical
- (b) typing/stenographer/word processing

Balance of Province – by geographic location

24. INFORMATION, SCIENCE AND TECHNOLOGY AGENCY (ISTA)

Victoria

- 1. **ITSD – Sourcing Services; Workplace and Midrange Services; Common IT Infrastructure**
- 2. ITSD – Demand Management Services; Network Services; Technology Architecture and Information Services Branch
- 3. **ITSD Executive Office; Remainder of ISTA**

Balance of Province – by geographic location

25. ISLANDS TRUST – by geographic location

26. MINISTRY OF LABOUR

Victoria

- 1. Offices of the Deputy Minister and Executive Staff; Communications Branch
- 2. Labour Relations Division
- 3. Employment Standards Branch
- 4. Workers' Advisers; Employers' Advisers; Policy and Program Development Branch

Notwithstanding the above for numbers 2-4 inclusive, Clerk Stenographer 3's shall form one unit; OA1's and OA2's shall form two seniority units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Greater Vancouver

- 1. Employment Standards Branch; Collective Agreement Arbitration Bureau
- 2. Workers' Compensation Review Board; Workers' Advisers; Employers' Advisers
- 3. Pension Standards Branch
- 4. Labour Relations Division

Balance of Province - by geographic location

- 1. **BC Gaming Commission - by geographic location**
- 2. **BC Racing Commission – by geographic location**
- 3. **Gaming Policy Secretariat – by geographic location**

27. LIQUOR DISTRIBUTION BRANCH

- 1. Victoria - Retail Operations Administration
- 2. Vancouver
 - (a) Retail **Services** Administration; **Human Resources**; Finance; Distribution Administration
 - (b) Information Services
 - (c) Loss Prevention
 - (d) **Corporate Programs**

For each of (1) and (2) above, OA1's, OA2's and Clerk Steno 3's shall form the following seniority units:

- (a) clerical
- (b) typing/stenographic/word processing
- 3. Field Operations - by geographic location

28. MINISTRY OF Multiculturalism AND IMMIGRATION

By geographic location

29. MINISTRY OF MUNICIPAL AFFAIRS

Victoria

1. Deputy Minister and Assistant Deputy Ministers' Offices, Communications Branch
2. Local Government Services; Municipal Financial Services; Corporate Policy; Planning and Governance; Growth Strategies;
3. Safety and Standards
4. Human Resources and Corporate Development
5. Finance, Administration and Information Systems; Information and Privacy

Notwithstanding the above, OA2's in 2-5 will form two units on the following basis:

- (a) clerical
- (b) typing/stenographic/word processing

Vancouver

1. Safety Engineering Services
2. University Endowment Lands
3. Library Services

Balance of Province - by geographic location

30. OAK BAY LODGE SOCIETY

Oak Bay Lodge

31. PROVINCIAL CAPITAL COMMISSION

1. Crystal Gardens
2. Provincial Capital Commission Headquarters

32. ROYAL BRITISH COLUMBIA MUSEUM

By geographic location

33. MINISTRY OF SMALL BUSINESS, TOURISM AND CULTURE

Victoria

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices; **Tourism and Corporate Policy**; Communications
2. Government Agents, Small Business Division
3. Culture, Recreation, Heritage and Sport Division
4. Management Services Division
 - (a) Finance and Administrative Services Branch
 - (b) Information Systems Branch
 - (c) Information and Privacy Program

Notwithstanding the above, OA1's, OA2's, Clerk Steno 3's and Clerk 3's in units 2-4 shall form two units as follows:

- (a) clerical
- (b) typing/stenographic/word processing

Vancouver

1. British Columbia Film Commission
2. Business Equity Program
3. Business Service Centre

Balance of Province - by geographic location

34. MINISTRY OF SOCIAL DEVELOPMENT AND ECONOMIC SECURITY

Regions 1,4,5,6,7,8 and 9 (including PCE)

Seniority units shall be by geographic location within the Region.

Region 2

1. Sechelt
2. Squamish
3. Vancouver (610 West Broadway), North Shore, Burnaby, Richmond

Region 3

1. New Westminster/Tri Cities/Maple Ridge
2. Mission, Abbotsford/Chilliwack (including Agassiz)
3. Hope

Victoria Headquarters

Executive

Deputy Minister's Office; Assistant Deputy Ministers' Offices;
Communications Division; Corporate Services Division

Policy and Research Division

By branch

Notwithstanding the above, OA1's, OA2's, Clerk 3's and Clerk
Stenographer 3's will form two units on the following basis:

- (a) clerical
- (b) typing/stenographic/word processing

Employment and Benefits Management Division

By branch

Labour Market Division

By branch

Notwithstanding the above, for the **Employment and Benefits
Management Division and the Labour Market Division**,
OA1's, OA2's, Clerk 3's and Clerk Stenographer 3's will form
two units on the following basis:

- (a) clerical
- (b) typing/stenographic/word processing

Finance and Management Services Division

1. Administrative Services Branch
2. Financial Services Branch
3. Information Technology Branch
4. **Human Resources Branch**
5. **Information and Privacy Branch**

Housing Division

Vancouver Headquarters

1. Financial Services **Branch**
2. **Human Resources Branch**
3. Information Technology **Branch**

Other

Human Resources Offices – by geographic location

35. TILLICUM AND VETERANS CARE SOCIETY

The Lodge at Broadmead

36. MINISTRY OF TRANSPORTATION & HIGHWAYS

Victoria

1. Deputy Minister's Office; Assistant Deputy Ministers' Offices; Communications Branch; Freedom of Information Branch; Corporate Policy and Planning Branch;
2. Finance and Administration Branch (except Payroll)
3. Payroll
4. Human Resources Branch
5. Information Systems Branch
6. Highway Operations
7. Planning and Major Projects
8. Office of the Superintendent of Motor Vehicles; **Motor Carrier Commission**

Lower Mainland

1. Highways Operation – OA1's, OA2's and Clerk Steno 3's shall be divided on the following basis:
 - (a) clerical
 - (b) typing/stenographic
2. Stockworkers
3. All remaining classifications

Balance of province – by geographic location

37. MINISTRY OF WOMEN'S EQUALITY

Victoria

1. Deputy Minister's Office and Executive Staff
2. Remainder of Ministry

Balance of province - by geographic location

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.

APPENDIX 4
Uniforms - Fire Commissioners

The clothing allotment for Fire Commissioners shall be as follows:

- (1) 2 tunics with rank insignia
- (2) 3 pairs of trousers
- (3) 3 long sleeve shirts;
3 short sleeve shirts
- (4) 1 trench coat or parka
- (5) 4 ties
- (6) 2 pairs of shoes
- (7) 2 sets of shirt collar insignia
- (8) 1 cap
- (9) 1 cap badge

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SERVICE EMPLOYEE RELATIONS
COMMISSION
(PSERC)
AND
BCGEU ADMINISTRATIVE SERVICES COMPONENT
(BCGEU)**

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 a joint Employer/Administrative Services Component 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 within 60 days of the signing of the Component Agreement and thereafter 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;
- (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.

(BCGEU)

(PSERC)

Effective: April 1, 2001

INTERPRETATIVE DOCUMENT
Re: Administrative Services Component Clause 4.11
Modified Work Week

The purpose of this document is to provide guidance to the parties respecting the application of Clause 4.11.

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 extra 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 extra day off, is to provide additional options where other cycles were not feasible, thus it precluded the introduction of a modified work week.

The parties agree the increased flexibility to schedule extra 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.

Any newly negotiated or revised modified work week agreements shall be copied to the Administrative Services Joint Committee Co-Chairperson.