

SIXTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

B.C. PUBLIC SERVICE AGENCY

and the

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

representing employees of the

**CORRECTIONAL AND SHERIFF SERVICES
COMPONENT**

Agreement signed this 7th day of November 2012

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NOTE: Changes to the Fourteenth Component Agreement are indicated in the Sixteenth Component Agreement with **bold type** (except for **Headings**) or an asterisk (*) where language has been deleted and no new text added.

GENERAL PROVISIONS

The following General Provisions apply to all employees in the classifications within the Correctional and Sheriff Services Component.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) Subject to the provisions of the Master Agreement entered into between the Government of the Province of British Columbia as represented by the BC Public Service Agency 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 the Correctional and Sheriff Services Component of the B.C. Government and Service Employees' Union, and within the authority delegated by the said Master Agreement to set out terms and conditions of employment, the application of hours of work and benefits for members of the bargaining unit of the Correctional and Sheriff Services Component.

(b) The Correctional and Sheriff Services Component shall include all employees in the classifications outlined in Appendix 3—*Classifications & Rates of Pay*, of the Master Agreement.

ARTICLE 2 - PAYMENT OF WAGES AND ALLOWANCES

2.1 Wages

The rates of pay negotiated by the parties to the Master Agreement are recorded in Appendix 3 of the Master Agreement.

2.2 Monetary Payments

Every effort shall be made to ensure that all monetary payments due an employee covered by this Agreement shall be paid within one month of the end of the month during which compensation was earned.

ARTICLE 3 - COMMITTEES

3.1 Joint Committee

The parties agree that a joint committee as described in Clause 29.1 of the Master Agreement shall be established as the forum for joint consultation on the following items:

- (a) Qualified medical employees;
- (b) Welfare of employees on shifts in security areas;
- (c) Styles and specifications regarding clothing issue and the mode of apparel in areas where clothing is not issued;
- (d) **Work environment;**
- (e) Ministry personnel policies;
- (f) Areas where uniforms are issued;
- (g) In-service training;

- (h) The criteria for the provision of the portal to portal allowance, including the establishing of assembly points;
- (i) The exchange of information at shift change;
- (j) Adult/Youth Custody Programs.

ARTICLE 4 - SENIORITY LIST

The Employer shall maintain a classification seniority list showing the date each regular employee commenced employment in their present classification. An up-to-date classification seniority list shall be sent to the Union prior to December 31 of each year. Classification seniority shall be by service seniority when two or more employees have the same classification seniority date.

The following procedure shall govern in the event that regular employees have the same service seniority:

- (a) For regular employees where one or more has had service as an auxiliary employee and has not lost their auxiliary seniority prior to becoming a regular employee, the tie breaker for the regular employees with the same amount of seniority will be the amount of auxiliary seniority.
- (b) For regular employees with no previous service as an auxiliary employee or who lost their auxiliary seniority prior to becoming regular employees, the tie breaker will be a test of chance jointly administered by the union steward and the supervisor for the work unit involved.

ARTICLE 5 - OVERTIME

Overtime payments shall be in cash or in compensatory time off as decided by the employee. Compensatory time off must be taken at a time mutually agreed to between the Employer and the employee.

ARTICLE 6 - CAREER DEVELOPMENT

6.1 Purpose

Both parties recognize that employees should be provided with the opportunity for career development by enabling them to prepare for promotional advancement by upgrading their present skills. It is also recognized that a mutual responsibility exists for employee and employer to remain abreast of changing methods and skills in the constantly changing work environment of the Component. The provisions of this article, therefore, are intended to assist employees in maintaining and improving job-related skills and/or assist them in preparing for promotional opportunities.

6.2 In-service Training

- (a) Where the Employer requires an employee to take courses the Employer shall bear the full cost of the course, in accordance with Clause 20.7(a) of the Master Agreement.
- (b) (1) While enroute to and from a course held outside the employee's geographic location, meal allowances shall be paid in accordance with Clause 27.9 of the Master Agreement.
(2) Where other means of transport are not provided, including car pools when mutually agreed, and the Employer requires that an individual use their own vehicle, the mileage in

excess of the distance normally travelled to and from the work location shall be paid in accordance with the rates established under Clause 27.8 of the Master Agreement.

- (c) An employee attending the approved work related training courses, and when travelling to and from their home at weekends shall be paid in accordance with the provisions of 6.2(b).
- (d) When adequate board and lodgings are not provided by the Employer at the course location, the current government allowances shall apply.
- (e) In calculating the hours worked during course attendance the following shall be included and calculated at straight time rates:
 - (1) time spent from the starting time to the finishing time each day;
 - (2) travel time in excess of the employee's normal travelling time.

Time specified in (1) and (2) above, which is in excess of the employee's normal annual hours shall be adjusted **for Correctional Officers only** in accordance with **Correctional Officer Provisions Clause 3.1(f)** of this Agreement.

- (f) Employees will not be required to work in maximum security areas without a minimum of 12 working days relevant orientation and supervised on-the-job training.
- (g) Where applicable, employees shall be trained on a continuing basis, in riot procedure and the use of riot and fire equipment. Only trained personnel will be required to carry firearms.

ARTICLE 7 - TRANSPORTATION AND COMMUNICATION

- (a) (1) Employees shall be required to provide their own transportation to and from their place of employment other than the work locations listed below, where the Employer shall provide transportation between the assembly point and the work location:

Work Location	Assembly Point
Ford Mountain	Vedder Crossing

Subsequent work locations may be added to this list by mutual agreement during the period of this Agreement.

- (2) Employees travelling between the assembly point and work location as indicated in (a)(1) above shall be compensated in cash for the time spent travelling at the base rate of the employee. This time will not be included in the calculations of hours of work unless the Employer has required the employee or employees to provide security services with respect to the transportation of an inmate or inmates, or any other service on behalf of the Employer.
- (3) Should the Employer and the Union agree that the condition of a public road is unsuitable for the safe and proper operation of employees' private automobiles and there is no alternative road, the Employer shall arrange transportation for employees if the Employer's heavier vehicles could be used to transport employees to work.
- (b) Employees called in for an emergency and who use their own vehicles shall be paid mileage allowance for the return journey from their home to the centre.
- (c) Correctional staff supervising work groups outside the perimeters of security fences/boundaries shall be provided with adequate radio communication devices if normal telephone communication is unavailable.

(d) Adequate means of communication shall be provided for employees on "stake-out" and escape duties, and the policy of hourly checks shall be followed.

Note: Effective April 1, 2013, the provisions of (a) above will be deleted from the Agreement. However, these provisions will continue to apply to all currently eligible employees as of April 1, 2013, for so long as they remain active in the Corrections Branch.

ARTICLE 8 - EMERGENCIES DEFINED

A sudden unexpected or unforeseen situation or occurrence or set of circumstances demanding an immediate action.

ARTICLE 9 - GENERAL CONDITIONS

9.1 Medication

- (a) The Employer agrees that controlled drugs shall only be distributed by personnel qualified by means of the established course.
- (b) Employees who are not qualified by means of the established course shall not be subject to any disciplinary action if they refuse to distribute controlled drugs.

9.2 Qualified Instructors

Only employees who are qualified or who are in the process of becoming qualified will be required to supervise in an instructional capacity in any shop or work area.

9.3 Camp Accommodation

Adequate accommodation and nutritional well-balanced meals shall be provided when an employee is required to be on duty in a camp. Details shall be determined at the local level.

9.4 Provision for Lockers and Changing Facilities

Subject to physical limitation, it is the intent of the Employer to eventually provide locker and changing facilities at all locations where employees are required to change or store clothes during the normal course of their duties. The Employer will consult with the Union with respect to planned locker and changing facilities in existing locations and will also consult with the Union concerning the design of new facilities.

9.5 Tools

Employees in this component will not be required to supply tools.

9.6 Drivers' Licences

Where the Employer requires an employee to obtain a driver's licence other than a Class 5 driver's licence:

- (a) The employee shall be granted leave with pay pursuant to Master Agreement Clause 20.7 to take required courses approved by the Employer and medical examinations required by the Motor Vehicle Branch to obtain the higher licence.
- (b) The employee shall be reimbursed pursuant to Master Agreement Clause 20.7 for the full cost of courses approved by the Employer, examination fees, licensing fees and all other expenses required by the Motor Vehicle Branch to obtain the higher licence.

(c) Leave of absence with pay will be granted pursuant to Master Agreement Clause 20.6 for examinations required by the Motor Vehicle Branch to qualify for the higher licence. Subject to operational requirements, the Employer will make available an appropriate vehicle for the road test.

(d) This article does not apply to employees who require drivers' licences other than a Class 5 in order to qualify on competitions for a lateral transfer or promotion.

9.7 Occupational First Aid (OFA) or Equivalent Renewal

Where the Employer requires the renewal of an **Occupational** First Aid Certificate or equivalent, the costs of renewal shall be borne by the Employer.

ARTICLE 10 - TERM OF AGREEMENT

10.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, **2014**.

10.2 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, **2014** but in any event not later than midnight January 31, **2014**.

(b) Where no notice is given by either party prior to January 31, **2014**, both parties shall be deemed to have given notice under this section on January 31, **2014** and thereupon Clause 10.3 of this article applies.

(c) All notices on behalf of the Union shall be given by the President of the Union, and similar notices on behalf of the Employer shall be given by the **Head of the BC Public Service Agency**.

10.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause **10.2** of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

10.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of the Agreement.

10.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

10.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into full force and effect on the **first pay period following date of ratification**.

Note: Date of ratification is November 7, 2012.

CORRECTIONAL OFFICER PROVISIONS

The following shall apply to all employees who are incumbents in classifications in Correctional Services (Adult and Youth Custody).

ARTICLE 1 - COMMITTEES

1.1 Local Union Management Committee

- (a) A union management committee shall be established for each ministry work unit as specified in Appendix A – *Ministry Work Units* of this Agreement, consisting of an equal number of management and union representatives with a minimum of two union and two management representatives. The Committee may use additional persons for technical information or advice.
- (b) The Committee shall meet at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent on the Committee;
- (c) An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (d) The Committee shall consider those matters which are referred to it by the joint committee; and such other items as are of concern to the parties within the ministry work units including the following:
 - (1) Jurisdictional area of stewards;
 - (2) Number of stewards for each jurisdictional area;
 - (3) For non-shift employees, scheduling of weekly daily hours (including starting and finishing times) as specified in Article 3 – *Shift Patterns and Work Schedules*;
 - (4) For shift employees, scheduling of weekly and daily hours (including starting and finishing times) as specified in Article 3;
 - (5) Provisions for scheduling lieu days;
 - (6) Procedures for rotation through work groups, considering seniority, within classifications. **For Adult Custody only see "Letter of Understanding" Re: Clause 1.1(d)(6).**
- (e) Any matter of disagreement at the local union management committee may be referred to the joint committee for resolution.
- (f) Any legitimate matters affecting members of this component who are functioning at work units other than those listed in Appendix A – *Ministry Work Units*, may be discussed in the nearest practical union management committee in order that the staff concerned may have adequate representation.
- (g) The parties recommend to the joint committee that the local union management committees be established as subcommittees.

ARTICLE 2 - POSITIONS TEMPORARILY VACANT

- (a) The Employer will make every reasonable effort to ensure that the workload of an employee covered by this Agreement shall not be increased as a result of positions temporarily vacant due to illness, vacation, leave of absence or any other reason. The Employer shall maintain a list of on-call employees where the nature of the work performed is of a continuous nature.

(b) Substitution selections of regular employees shall be made from persons qualified by a satisfactory evaluation report and in order of seniority in the appropriate classification.

ARTICLE 3 - SHIFT PATTERNS AND WORK SCHEDULES

3.1 Work Schedules

Subject to definitions **17** and **35** of the Master Agreement and the provisions of Articles *14—Hours of Work*, and *15—Shift Work* of the Master Agreement, the following provisions apply with respect to hours of work, work schedules and starting and finishing times:

- (a) Recognized workday lengths and shift patterns will be those set out in Appendix C—*Work Schedules*.
- (b)
 - (1) Wherever possible meal periods will be provided away from the workstation within the middle two and one-half hours of the shift.
 - (2) Where an employee has commenced their daily work assignment, in a post that provides for an unpaid meal period and they are advised that they are required to work during the meal period, they shall be compensated at overtime rates for the meal period.
 - (3) Accordingly pursuant to the provisions of Clause 14.1 of the Master Agreement, and except as otherwise noted herein, the meal period taken away from the workstation will be excluded from the total hours of work of the employee.
- (c) The normal meal period will not be less than one-half hour and not more than one hour provided that where the employee is receiving a paid meal period, it shall not exceed one-half hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.
- (d) Employees who are required to eat their meals at their workstation shall have the meal period scheduled with pay within their workday.
- (e) Starting and finishing times shall be negotiated at the local level. The new schedules, once negotiated, shall be posted as per Clause 15.3 of the Master Agreement.
- (f) Days off before and after an employee is changed to a new shift schedule shall be scheduled to ensure that the hours worked are equal to those set out in Article *14—Hours of Work*, of the Master Agreement.
- (g) Except where otherwise mutually agreed, where a program requires an employee to sleep on site the employee will be paid at one-half the straight time rate for the designated sleep-in period which hours will not be included in regular hours of work.
- (h) Each employee is required to report for duty at their workstation at the commencement of their scheduled shift.
- (i) Where employees are employed in camps, it is agreed that subject to emergency requirements, no employee shall be required to be on the site for more than 80 consecutive hours.
- (j) Shifts shall be rotated on an equitable basis among the employees involved.

3.2 Averaging Period

Pursuant to Master Agreement Clause 14.8(a)(2) the averaging period shall not exceed 140 hours in a 28 day period. The maximum length of the workday shall not exceed 12 hours.

ARTICLE 4 - VACATION SCHEDULING

(a) The scheduling of annual vacation periods shall be by classification in order of service seniority within a functional work group as established pursuant to the local union management committee under **Article 1 of the Correctional Officer Provisions**. Separate vacation schedules shall be posted for each classification. For the purpose of this article there shall be the following classifications:

- (1) Security Officer and Correctional Officer
- (2) **Correctional Supervisor**
- (3) Instructor

(b) There shall be three vacation periods:

- (1) January 1 to April 30;
- (2) May 1 to September 30;
- (3) October 1 to December 31.

Subject to emergency requirements, employees shall be entitled to schedule 10 working days or two-thirds, whichever is greater, of their annual vacation entitlement in the second period.

(c) Subject to 18.3 of the Master Agreement, an employee with sufficient vacation credits and who can show just cause for an extended vacation period outlined in (b)(2) may be granted this time by mutual agreement between the Employer and the Union; such extension will not be unreasonably withheld.

(d) The local union management committee referred to in **Clause 1.1 of Correctional Officer Provisions** shall determine the procedure for posting vacation schedules. The schedule of available time for applying for vacations shall be posted not later than November 1 annually and finalized by December 31.

All employees must have exercised their seniority rights by December 31. An employee who does not exercise their seniority rights by December 31 shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

(e) When an employee splits their vacation they shall be entitled to exercise their seniority in all vacation selections.

ARTICLE 5 - UNIFORM ISSUE

5.1 Issue

(a) *Initial Issue (Regular Employees)*

For regular employees in the Correctional and Sheriff Services Component who are required to wear uniforms the initial issue shall be:

Adult Custody

- 1 **water-resistant (Gore-Tex or comparable)** jacket
- 4 slacks
- 3 slacks (work) (camp & **work crew officers** only)
- 1 fleece jacket
- 6** shirts - long or short sleeve (**including one white long sleeve**)
- 2 ties
- 2 pairs footwear (shoes or ankle boots) as selected by the employee

1 pair boots (work, **8 inch or 6 inch**)
 1 belt
 1 cap (ball type)
 1 cap (dress)
 1 cap cover
1 cap badge
 7 pairs of socks (regular issue or work socks)
1 set name tags (5 cloth and 2 velcro)

Youth Custody

1 water-resistant (Gore-Tex or comparable) jacket
1 fleece jacket
 4 pants (**work crew** or cargo)
 1 shorts (generic or cargo)
 1 sweater (long sleeve or vest)
5 shirts (short or long sleeved, poly/cotton blend)
 2 footwear (boots or runners)
 1 pair work boots (**outdoor programs work crew staff only**)
 1 belt
 1 ball cap (cotton, supplied by centres)
 7 pairs of socks
1 set name tags (2 velcro)

If, due to medical reasons, an employee cannot be fitted with regular issue footwear, the Employer will provide one pair of (appropriate) footwear of equivalent safety issue up to a maximum **\$170** per pair. **For Adult Custody the footwear must be black.**

Each year thereafter seven pair of socks.

(b) *Initial Issue (Auxiliary Employees)*

Adult Custody

1 water-resistant (Gore-Tex or comparable) jacket
1 fleece jacket
 4 slacks – one must be dress, remainder cargo or work (camp and **work crew officers** only)
 4 shirts – long or short sleeve
 1 tie
 1 pair footwear (shoes or ankle boots) as selected by the employee
 1 pair boots (work, **8 inch or 6 inch**) (camp and **work crew officers** only)
 1 belt
 1 cap (ball type)
 1 cap (dress)
 1 cap cover
1 cap badge
1 set name tags (4 cloth and 2 velcro)
 7 pairs of socks (regular issue or work socks)

Youth Custody

- 1 water-resistant (Gore-Tex or comparable) jacket**
- 1 fleece jacket**
- 2 pants (cargo)**
- 1 shorts (generic or cargo)**
- 1 sweater (long sleeve or vest)**
- 4 shirts (short or long sleeved, poly/cotton blend)**
- 1 footwear (boots or runners)**
- 1 pair work boots (outdoor programs work crew staff only)**
- 1 belt**
- 1 ball cap (cotton, supplied by centres)**
- 7 pairs of socks**
- 1 set name tags (2 velcro)**

Auxiliary employees who have not been issued all items listed in Clause **5.1(a)** above will receive the remaining items upon becoming eligible for benefits pursuant to Master Agreement Clause 31.9.

(c) Program Officer

In addition to the issue outlined in Clause **5.1(a)**:

- (1) Where assigned by the Employer, Recreation Program Officers shall receive the following supplemental issue:

- 1 pair sweat pants
- 1 sweatshirt
- 1 pair gym shoes in lieu of one of the pairs of footwear outlined in Clause 5.1(a)

(d) Maternity Issue

- 2 pairs slacks
- 2 shirts
- 1 maternity sweater

(e) Regional Variations

The Employer shall provide the following:

- (1) For employees working in facilities in the Prince George Regional Correctional Centre, Kamloops Correctional Centre, Nanaimo Correctional Centre, Ford Mountain Correctional Centre, and Alouette Correctional Centre for Women:

- 1 pair felt pac boots
- 1 pair gloves - dress or work
- 1 winter hat
- 1 pair long underwear
- 1 pair overshoes

- (2) For employees working in facilities in the Fraser Regional Correctional Centre, North Fraser Pre-Trial Centre, Surrey Pre-Trial Services Centre and Vancouver Island Regional Correctional Centre except as noted above:

- 1 pair gloves (dress or work)

Replacements shall be provided upon presentation of worn out items.

5.2 Loan Issue

The Employer shall supply employees with the following items, if required, on a loan basis:

- (a) *Individual issue*
 - safety rubber boots
 - wool slacks
 - equipment belt
 - caulk boots
 - insulated mitts or gloves
 - **larger water-resistant jackets (Gore-Tex or comparable) and fleece jackets** for pregnant employees
- (b) *General issue*
 - hard hat
 - rain suits
 - coveralls
- (c) Badges for officers of the Adult Custody Division, while performing authorized duties.

5.3 Conditions of Issue

- (a) The issue outlined in this article shall be "*stock sizing*". Tailoring-to-fit where required shall be provided at the Employer's expense and may include the following: hemming slacks to proper length; taking in or letting out seams; adjusting sleeve length.
- (b) Any measuring or fitting required to comply with this article shall, wherever possible, occur during the employee's regularly scheduled shift.
- (c) Regular employees shall be issued clothing within 30 days of becoming a regular employee.
- (d) Used clothing will not be issued to regular employees.
- (e) On termination of employment, the current issue is to be returned to the Employer.
- (f) The Employer shall not change the uniform style or quality without mutual agreement.

5.4 Maintenance of Work Apparel

(a) *Adult Custody*

It is the responsibility of the employee to clean, launder and maintain all clothing issued and required to be worn by the Employer. An annual allowance of \$50.00 shall be paid to the employee in December.

- (b) The Employer will be responsible for:
 - (1) Dry Cleaning
 - Annual: dress tunic **and one pair of dress slacks**
 - (2) Laundering as required – coveralls
- (c) Dry cleaning or laundering which is required as a result of a special incident occurring while on duty shall be the responsibility of the Employer.

5.5 Allowance

Employees working in positions for which clothing is not issued will receive a payment of 55¢ per hour (maximum of \$38.50 biweekly).

ARTICLE 6 - AUXILIARY EMPLOYEES

6.1 Letter of Appointment

An auxiliary employee shall receive a letter of appointment pursuant to Clause 31.1 of the Master Agreement and such letter will also state the employee's salary range and work location.

6.2 Seniority

Pursuant to Clause 31.3(a) of the Master Agreement, the Ministry seniority units shall be the ministry auxiliary seniority units outlined in Appendix B—*Ministry Auxiliary Seniority Units*, of this Agreement.

The Employer shall maintain a separate seniority list for each ministry auxiliary seniority unit, showing the total seniority of each auxiliary employee. The seniority tie breaker for auxiliary employees shall be a test of chance jointly administered by the supervisor and the union steward for the work unit involved.

A copy of the seniority list shall be supplied upon request to the President of the Union or their designate.

Should it become necessary to amend Appendix B as a result of operational or organizational changes, the matter shall be referred to a union management committee consisting of an equal number of management and union representatives, with a minimum of two representatives from each party, for consideration and recommendation to the Component Bargaining Principals.

6.3 Application of Agreement

The **General Provisions** of Articles 4 - *Seniority List* and **Correctional Officer Provisions** Article 4 - *Vacation Scheduling*, do not apply to auxiliary employees. The provisions of the other articles of this Agreement apply to auxiliary employees, except as otherwise indicated.

6.4 Days of Rest

(a) Auxiliary employees hired on an "on-call" basis shall receive not less than two days off in seven calendar days, unless precluded by insufficient on-call staff being available. The first day of the calendar week shall be Sunday for the purposes of this clause. Every reasonable effort shall be made to schedule such days off consecutively.

(b) Auxiliary employees do not have the right to be recalled on their days of rest. Subject to Clause 16.9 of the Master Agreement, employees who are required to perform work on their days of rest will be compensated at the rate of double-time for hours so worked.

APPENDIX A
Ministry Work Units

Ministry of Justice and Attorney General
Corrections Branch (Adult Custody)

1. Prince George Regional Correctional Centre
2. Kamloops Regional Correctional Centre
3. Ford Mountain Correctional Centre
4. Alouette Correctional Centre for Women
5. Vancouver Island Regional Correctional Centre
6. Nanaimo Correctional Centre
7. Fraser Regional Correctional Centre
8. Surrey Pre-Trial Services Centre
9. North Fraser Pre-Trial Centre

Ministry of Children and Family Development

1. Prince George Youth Custody Services
2. Victoria Youth Custody Services
3. Burnaby Youth Custody Services

Should the Employer open, close or re-gazette adult/youth custody facilities during the life of this Agreement, the change will be immediately reflected in Appendix A.

APPENDIX B
Ministry Auxiliary Seniority Units

Ministry of Justice & Attorney General
Corrections Branch (Adult Custody)

1. Prince George Regional Correctional Centre
2. Vancouver Island Regional Correctional Centre
3. Ford Mountain Correctional Centre
4. Kamloops Regional Correctional Centre
5. Alouette Correctional Centre for Women
6. Nanaimo Correctional Centre
7. Fraser Regional Correctional Centre
8. Surrey Pre-Trial Services Centre
9. North Fraser Pre-trial Centre

Ministry of Children and Family Development

1. Prince George Youth Custody Services
2. Victoria Youth Custody Services
3. Burnaby Youth Custody Services

Should the Employer open, close or re-gazette adult/youth custody facilities during the life this Agreement, the changes will be immediately reflected in Appendix B.

**APPENDIX C
WORK SCHEDULES**

#	Days Per Cycle	Hours Per shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
1	6	7.50	U	4	4 on 2 off	30.00	60.83	1824.90	0	81.9
2	6	7.75	U	4	4 on 2 off	31.00	60.83	1885.73	58.73	84
3	6	7.50 15.50 8.00	U U + P P	3	3 on 3 off	31.00	60.83	1885.73	58.73	84
4	6	8.00	P	4	4 on 2 off	32.00	60.83	1946.56	119.56	84
5	6	8.25	P	4	4 on 2 off	33.00	60.83	2007.39	180.39	84
6	6	16.00 13.00	P P	2	2 on 4 off	29.00	60.83	1764.07	0	21.07
7	6	8.00 16.00 8.00	P P P	3	3 on 3 off	32.00	60.83	1946.56	119.56	84
8	6	15.50 16.00	U + P P	2	2 on 4 off	31.50	60.83	1916.14	89.14	84

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
9	*7	8.75	U	4	4 on 3 off	35.00	52.14	1825.00	0	Not Worked
10	*7	7.00	U	5	5 on 2 off	35.00	52.14	1825.00	0	Not Worked -Non-Shift
11	7	12.00	P	3	3 on 4 off	36.00	52.14	1877.14	50.14	84
12	8	9.58	U	4	4 on 4 off	38.32	45.63	1748.35	0	5.35
13	8	10.00	P	4	4 on 4 off	40.00	45.63	1825.00	0	82
14	8	10.75	P	4	4 on 4 off	43.00	45.63	1961.88	134.88	84
15	9	11.00	U	4	4 on 5 off	44.00	40.58	1784.44	0	41.44
16	10	12.00	P	4	4 on 6 off	48.00	36.50	1752.00	0	9

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
17	10	12.25	P	4	4 on 6 off	49.00	36.50	1788.50	0	45.50
18	12	7.50 7.75	U U	8	4 on 2 off 4 on 2 off	61.00	30.42	1865.42	38.42	84
19	12	15.50 16.00 .50	U + P P	4	2 on 4 off 2 on 4 off	63.00	30.42	1916.25	89.25	84
20	12	7.50 8.00 15.00 15.50	U P U P	5	3 on 1 sleep 3 off 3 on 1 sleep 3 off	61.00	30.43	1856.23	29.23	84
21	13	8.00	P	8	4 on 2 off 4 on 3 off	64.00	28.08	1796.92	0	53.92

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
22	*14	7.78	U	9	5 on 2 off 4 on 3 off	70.02	26.07	1825.42	0	Not Worked Non-shift
23	*14	7.75	U	9	5 on 2 off 4 on 3 off	69.75	26.07	1818.38	0	75.38 Non-Shift
24	18	11.00	U	8	4 on 4 off 4 on 6 off	88.00	20.28	1784.44	0	41.44
25	18	11.00 11.50	U P	8	4 on 4 off 4 on 6 off	90.00	20.28	1825.20	0	82.2
26	18	7.75 8.25	U P	12	4 (7.75) on 2 off 4 (7.75) on 2 off 4 (8.25) on 2 off	95.00	20.28	1926.39	99.39	84

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
27	20	12.25	P	8	4 on 4 off 2 on 4 off 2 on 4 off	98.00	18.25	1788.50	0	45.50
28	20	12.00	P	8	4 on 4 off 2 on 4 off 2 on 4 off	96.00	18.25	1752.00	0	9
29	20	10.00 13.50	P U	8	2 (13.5) on 4 off 2 (13.5) on 4 off 4 (10.00) on 4 off	94.00	18.25	1715.50	0	0
30	20	8.25	P	12	4 on 2 off 4 on 2 off 4 on 4 off	99.00	18.25	1806.75	0	63.75

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
31	*21	7.50	U	14	5 on 2 off 5 on 2 off 4 on 3 off	105.00	17.38	1825.00	0	Not Worked <u>Non-shift</u>
32	24	7.00 11.00	U U	12	4 (7.00) on 4 off 4 (11.00) on 4 off 4 (11.00) on 4 off	116.00	15.21	1764.17	0	21.14
33	24	7.50 11.00	U U	12	4 (7.5) on 4 off 4 (11.00) on 4 off 4 (11.00) on 4 off	118.00	15.21	1794.58	0	51.58
34	24	7.50 11.00 11.50	U U P	12	4 (7.5) on 4 off 4 (11.00) on 4 off 4 (11.00) on 4 off	120.00	15.21	1825.00	0	82

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
35	27	11.00	U	12	3 on 3 off 3 on 4 off 3 on 3 off 3 on 5 off	132.00	13.52	1784.44	0	41.44
36	30	7.50 11.00	U U	16	4 (7.5) on 3 off 4 (11.00) on 5 off Repeat Once	148.00	12.17	1800.67	0	57.67
37	30	7.50 11.00 11.50	U U P	16	4 (11.5) on 4 off 4 (7.5) on 4 off 4 (11.00) on 4 off 4 (7.5) on 2 off	150.00	12.17	1825.00	0	82

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
38	32	5.50 11.00	U	16	3 x 4 (11.00) on 4 off 1 x 4 (5.5) on 4 off	154.00	11.41	1756.56	0	13.56
39	32	7.50 11.00 11.50	U U P	16	4 (11.00) on 4 off 4 (11.5) on 4 off 2 x 4 (7.5) on 4 off	150.00	11.41	1711.50	0	0
40	32	7.50 11.50 12.00	U U + P P	16	4 (7.5) on 4 off 4 (11.5) on 4 off 4 (7.5) on 4 off 4 (12.00) on 4 off	154.00	11.41	1756.56	0	13.56
41	36	7.50	U	23	5 x 4 on 2 off 3 on 3 off	172.50	10.14	1749.15	0	6.15

#	Days Per Cycle	Hours Per Shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
42	36	11.00	U	16	2 x 4 on 4 off 2 x 4 on 6 off	176.00	10.14	1784.44	0	41.44
43	40	7.50	U	26	5 on 2 off	191.25	9.13	1745.16	0	Varied Schedule Non-Shift
44	42	11.00 11.50	U P	24	3 on 3 off	202.50	8.69	1759.82	0	16.82
45	44	7.50 10.00 13.50	U P U+P	20	2 (7.5) on 4 off 4 (13.5) on 4 off 4 (10.00) on 4 off Repeat Once	218.00	8.30	1808.41	0	65.41
46	60	11.00 12.00	U P	26	Varied Schedule	299.00	6.08	1818.92	0	75.92

#	Days Per Cycle	Hours Per shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
47	63	8.00	P	38	Varied Schedule (New Haven)	304.00	5.79	1760.17	0	17.17
48	104	7.50 11.00 11.50	U U U+P	56		510.00	3.51	1789.90	0	46.90
49	120	7.50 7.75 15.50 16.00	U U U+P P	48	2 on 4 off Varied Schedule	578.90	3.04	1760.82	0	17.82
50	140	11.50 12.00 13.00 13.50	U+P P U U+P	56	4 on 6 off	674.00	2.61	1757.21	0	14.21
51	15	12	P	6	3 on 4 off 3 on 5 off	72	24.33	1752	0	9

#	Days Per Cycle	Hours Per shift	Paid / Unpaid (P/U)	Shifts Per Cycle	Pattern Worked	Total Hours/Cycle	Cycles Per Year	Total Annual Hours	Shift Overage	Stat Holiday Hours
52	25	11 11.5 7.5	U(x2) U U	12	2 (11) on 3 off 2 (11) on 3 off 4(11.5) on 5 off 4(7.5) on 2 off	120	14.6	1752	0	9

1. * Denotes schedules that are modified work weeks. Paid holidays are not worked. Pursuant to Clause 14.3(c), where the scheduled workday exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

2. Shift overage days and time off for paid holidays shall be scheduled. The method of scheduling shall be determined by mutual agreement at the departmental work unit level. Every effort shall be made by the parties to ensure that time accumulated is taken by the end of each fiscal year.

3. "Sleep ins" – will be paid in accordance with Clause 6(g).

4. A one-half hour or one hour unpaid meal period free from work may be provided. Where this one-half hour or one hour meal period free from work is not provided, the one-half hour or one hour will be included in the daily shift. The resultant increase in hours per shift shall be included in shift coverage at straight time, except for the circumstances outlined in Article 6(b)(ii) of the Agreement.

5. **The foregoing shall not serve as an exhaustive list of approved work schedules.**

LETTER OF UNDERSTANDING 1
Re: Clause 2(b)

Objective of the parties:

To enhance the security, safety and good management of the centres while maintaining the principle of seniority as the basis for substitution.

The parties agree as follows:

1. Each local union management committee (the Committee) established under **Correctional Officer Provisions Clause 1.1** of the Correctional and Sheriff Services Component Agreement shall identify and establish functional work groups for their respective centres as outlined in Appendix A **Correctional Officer Provisions** of this Agreement.
2. (a) The Committee will establish guidelines for substitution in the functional work groups, eg., the length of time in a position before qualifying for substitution, and the length of time after leaving the work group that an employee remains qualified for substitution.

(b) All employees must apply to substitute in their functional work group by written request. The Employer must respond within 15 days to the employee. Subject to (a) above, substitution shall be based upon service seniority within the classification. Each employee shall have the right to withdraw their application.
3. Where the Employer indicates on the employee's annual appraisal that an employee is not acceptable to substitute in a higher position, the Employer shall advise the employee of the reasons and what measures, in the Employer's view, are necessary for the employee to be acceptable for substitution opportunities. Should an employee not be agreeable they shall be entitled to recourse through the grievance procedure.
4. (a) The Employer will prepare, post, and maintain an eligibility list by service seniority date within a classification for each classification within a work group.

(b) Employees transferring into a work group after the list has been posted will be provided with equal opportunity for substitution upon making application.

LETTER OF UNDERSTANDING 2
(Adult Custody Division only)
Re: Clause 1.1(d)(6) - Correctional Staff
Post Rotation Guidelines

The Union and Employer agree as follows:

Objective:

The objective of these guidelines is to provide greater transparency to the post rotational structure, process and decision making that maintains professionalism and contributes to a healthy working environment.

Principles:

- The practice of rotating staff through work groups is desirable to broaden employee diversity and expertise, enhancing the security, safety, efficiency of the centre, and to develop a culture of professional development throughout the lifecycle of an employee's career. The primary factor in establishing post assignments is meeting the needs and the mandated functions of the centre.
- The rotation of post assignments is intended to provide officers with experience that enables them to (1) perform a broad range of duties and assignments, and (2) enhance their professional development.
- Fulfilling this objective requires each employee to be actively involved in their Employee Performance and Development Plan (EPDP) on ePerformance; identifying career/post training and developmental needs as may be required within the rotational framework.
- The rotation of post assignments is intended to afford each employee the opportunity to work in a variety of posts within their classification throughout their career.
- The rotation of post assignments is intended to maximize the pool of employees who possess the requisite skills essential to perform and achieve programming and operational requirements.

Guidelines:

1. In accordance with 1.1(d)(6) of the Component Agreement, each Clause 1.1 committee will establish written procedures for rotation through work groups, considering seniority, within classifications.
2. If a local agreement is unable to be reached pursuant to paragraph (1), the matter will be referred to the Clause 1.1 committee for resolution.
3. The procedures established in each centre's post rotation agreement will be consistent with the Correctional Staff Post Rotation Guidelines.
4. The local chairperson or designated steward will sit in on the placement meetings as an observer. The observer, when possible, will be from the local correctional centre. In the case of correctional supervisor rotations where the local chair is not a correctional supervisor, he/she will consider a steward of equal rank to sit as the designated steward observer.
5. The selection of staff for rotation will be based on a number of factors; including, in no particular order:
 - Seniority (when all other factors are equal, seniority will be the tiebreaker)
 - Operational needs
 - Staff preference as indicated on their written requests and/or their staff development plan

- Balance of experience (rotation in and out of each work group will be staggered as much as possible, with the composition of each work group reflecting a balance of training and experience)
 - Attendance (Notwithstanding operational requirements, any approved leave of absence arising out of a provision of the collective agreements will not be used adversely against the employee for the purpose of these guidelines.)
 - Suitability (staff performance and demonstrated skill)
 - Professional development
 - Personal circumstances.
6. Centres will define their own functional work groups.
 7. Centres will hold annual post rotation meetings.
 8. Centres will provide staff advance notice of the meeting dates.
 9. Centres will provide staff information detailing the post rotational structure and process.
 10. Centres will notify the union observer of post rotational meetings and provide all requisite material related to those meetings.
 11. Centres will advise staff of the length of time a staff member would normally stay in each position before being moved to a new position.
 12. Centres define what training is required for each position.
 13. Centres will define what training will be provided once the person has been assigned the position.
 14. Centres will require a representative from each functional work group, by either a correctional supervisor and/or manager, to attend and provide input at these meetings.
 15. Centers will establish a process to provide feedback to staff regarding rotation decisions.
 16. No provision of this Agreement will conflict with or circumvent any provision of the Master or Component Agreements.
 17. Existing agreements will remain in place until new agreements are agreed to at the local level.

DEPUTY SHERIFFS PROVISIONS

The following shall apply to all employees who are incumbents in classifications in Deputy Sheriffs.

ARTICLE 1 - HOURS OF WORK**1.1 Preamble**

(a) The regular work week for employees covered by this Agreement shall consist of up to five consecutive days however, the parties recognize the Employer's right to establish the hours of operation and the Union's right to negotiate work schedules to meet the hours of operation in accordance with the provisions of this article.

(b) The regular workday shall consist of no more than nine hours per day (including authorized travelling time) exclusive of meal periods. Regular hours worked in accordance with this article shall total 35 hours per week averaged over a two-week period.

1.2 Work Schedules

Work schedules shall be mutually agreed to between the Employer's designate and the Union's designate at the local level in accordance with the following:

(a) *Shift patterns*

- (1) Five days on/two days off;
- (2) Five days on/two days off; four days on/three days off;
- (3) Four days on/three days off.

(b) *Scheduling of Hours*

- (1) Starting and finishing times scheduled by mutual agreement.
- (2) Starting and finishing times unscheduled.
- (3) Starting and finishing times unscheduled around a mutually agreed core period.
- (4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

In sub-paragraphs (2), (3) and (4) above, the starting and finishing times are subject to **Clause 14.8 - Flextime** of the Master Agreement, and the parties acknowledge that the employee shall choose their starting and quitting times in accordance with the aforesaid clause and the provisions in this clause.

(c) Any reasonable recurring combination of the above shift patterns may be implemented by mutual agreement provided that the relevant articles in the Master and Component Agreements are not contravened.

(d) A record of the employee's work schedule shall be maintained at the local level.

1.3 Meal Periods

(a) Meal periods shall not exceed one hour in length and shall be scheduled as closely as possible to the middle of the shift.

(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 and compensated for subject to Article 5 - *Overtime* of the **General Provisions**.

1.4 Scheduling of Lieu Days

(a) Pursuant to Clauses 17.3 - *Holiday Falling On a Day of Rest*, and 17.4 - *Holiday Falling On a Scheduled Workday* of the Master Agreement, lieu days accruing from statutory or designated holidays shall be taken either immediately before or after the paid holiday but in any event not more than two weeks from the date of the paid holiday. If the lieu day is not taken within two weeks, it shall be immediately scheduled on the vacation roster.

(b) When statutory or designated holidays fall within a two-week scheduling block, the additional hours to be worked in order to average 70 hours during the two-week block may be carried over to the next two-week scheduling block, if the scheduling of those additional hours is not possible during the original two-week period.

1.5 Split Shifts

There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union.

1.6 Work Location

Every employee covered by this Agreement shall be assigned, in writing, a work location. When an employee is temporarily assigned another work location, outside their headquarters area, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to their work location shall be considered as time worked.

1.7 Standby

The ministries will consult with the Union prior to initiating standby programs (involving regular employees) where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

ARTICLE 2 - WORK SCHEDULES FOR EMPLOYEES WORKING ROTATING SHIFTS

2.1 Application

The provisions of this article shall apply to employees who work rotating shifts.

2.2 Work Schedules

Work schedules for employees who work rotating shifts shall be based on the following provisions:

(a) Shift patterns shall be:

- (1) five days on/two days off;
- (2) four days on/two days off;
- (3) four days on/three days off; or
- (4) any reasonable recurring combination of the above.

(b) Shifts shall be rotated on an equitable basis among the employees involved. Employees may only be frozen a specific shift by mutual agreement between the Employer and the Union.

2.3 Split Shifts

- (a) The Employer and the Union agree that employees will not be required to work split shifts except by mutual agreement of the parties.
- (b) Where the Employer schedules a break longer than one hour, a premium shall be paid for all hours worked which shall be the greater of
 - (1) Split shift premium of 55¢ per hour.
 - (2) The relevant shift premium.

No employee shall receive both premiums.

2.4 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond to dining room facilities where such facilities are available.
- (b) Meal periods shall be a minimum of 30 and not more than 60 minutes in length as mutually determined by the Union's and the Employer's designated representatives at the local level. An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled workday or the applicable overtime rates shall apply.

2.5 Days of Work

- (a) Unless otherwise agreed to by the Component Bargaining Principals, no employee shall be scheduled to work more than five consecutive days.
- (b) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

2.6 Work Location

- (a) Where employees are required to report to a central location in order to be assigned their work location, their shift shall commence from the time they are required to report for assignment.
- (b) Except in the case of temporary assignment for a duration of less than one month, and except in the case of emergencies, the Employer shall give a regular employee two weeks' advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.

ARTICLE 3 - WORK CLOTHING

3.1 Protective Clothing

- (a) The Employer shall continue to provide all wearing apparel and/or protective clothing presently issued to employees. Changes in present issue shall be by mutual agreement between the parties except where such changes are the result of changes in the nature of the employee's job that precludes the need of such clothing.
- (b) Protective clothing required for work under abnormal conditions may be made generally available. This is not intended to mean that protective clothing may not be individually assigned to an employee where the situation dictates. This provision is not intended to apply to clothing normally worn to and from work.

3.2 Uniforms

- (a) Where the Employer requires the employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.
- (b) Female employees required to wear uniforms shall be provided with appropriately tailored pant suits at the employee's request.
- (c) Changes in clothing and personal equipment issue for Deputy Sheriffs shall be made only after consultation between the parties.
- (d) The Employer agrees that for all clothing and equipment required pursuant to (a) above, replacement will be issued upon presentation of worn-out items. Any dispute regarding the need for replacement of any item shall be resolved by local union and management representatives.

3.3 Union Label

All uniforms and clothing issued by the Employer shall, wherever possible, be union made and bear a recognized union label.

3.4 Maintenance of Work Apparel

- (a) The Employer shall be responsible for the laundering, dry cleaning and maintenance of all apparel supplied by the Employer. Where an employee is required to maintain, clean or repair the uniform or clothing issued, the employee shall receive an allowance of **\$27.00 per month effective November 7, 2012 and \$27.50 per month effective April 1, 2013** for such maintenance and repair.
- (b) Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.

3.5 Clothing and Equipment Issue for Deputy Sheriffs

The Employer agrees to provide the following to each Deputy Sheriff when hired, and shall provide replacements upon presentation of worn out items:

Deputy Sheriffs

- soft body armour 2 pairs shoes (shoes or ankle boots)
- 2 pairs trousers 2 ties
- 1 cap and badge 6 shirts
- 1 plastic cap cover 6 pairs socks
- 1 water-resistant jacket (Gore-Tex or comparable)**
- 1 badge & ID Case **1 fleece jacket**
- 2 undershirts** **1 pair gloves**
- 1 belt**

(Interior & North Regions as required)

- 1 winter cap (where required)
- All crests attached on issue of jackets
- Each year thereafter – 6 pairs socks

The Employer shall provide on a loan basis larger water-resistant (Gore-Tex or comparable) and fleece jackets for pregnant employees.

3.6 Firearms

- (a) Any Deputy Sheriff who is required by the Employer to carry a firearm in the course of their duties, shall have successfully completed an approved firearms training course.
- (b) The Employer shall bear the costs of maintaining the employee's proficiency pursuant to (a) above.

ARTICLE 4 - ANNUAL VACATIONS

4.1 Prime Time Vacation Period

- (a) Subject to the provisions of this article, it is the intent of the parties that no employees 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 of May 1 to September 30, inclusive, which shall be defined as 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 vacation period if they so desire.

4.2 Preference in Vacation

- (a) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.
- (b) An employee shall be entitled to receive their vacation in an unbroken period.
- (c) Where an employee chooses to break their vacation entitlement, additional selection(s) shall be made only after all other employees concerned have made their initial selection(s). Such additional selections shall be made in order of seniority.

4.3 Vacation Schedules

- (a) Completed vacation schedules will be posted by April 31 of each year. The schedule will be circulated commencing February 1 of each year.
- (b) An employee who does not exercise their seniority rights within two weeks 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 relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is relocated by the Employer, they will be given the vacation time previously selected.
- (d) In accordance with Clause 18.3(e) - *Vacation Scheduling* of the Master Agreement vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

ARTICLE 5 - AUXILIARY EMPLOYEES**5.1 Auxiliary Seniority Units**

Pursuant to Clause 31.5 - *Layoff and Recall* of the Master Agreement, ministry seniority units shall be as follows. Should it become necessary to amend the following as a result of operational or organizational changes, the matter shall be referred to the ministry joint committee concerned, where it exists, for consideration and recommendation to the Component Bargaining Principals.

MINISTRY OF JUSTICE*Court Services - Deputy Sheriffs*

- (1) **Vancouver Island Region**
 - a. **Duncan**
 - b. **Victoria, Western Communities**
 - c. **Campbell River/Port Hardy**
 - d. **Courtney**
 - e. **Nanaimo**
 - f. **Port Alberni**
 - g. **Powell River**
- (2) **Vancouver Coastal Region**
 - a. **Vancouver Law Courts, North Vancouver, 222 Main Street (Vancouver), Robson Square, Sechelt, Downtown Community Court**
- (3) **Fraser Region**
 - a. **Abbotsford, Chilliwack**
 - b. **Richmond, New Westminster, Central Float Pool, Port Coquitlam, Lower Mainland Regional Escorts, Surrey**
- (4) **Interior Region**
 - a. **Cranbrook**
 - b. **Kamloops**
 - c. **Nelson/Rossland**
 - d. **Kelowna**
 - e. **Penticton**
 - f. **Salmon Arm**
 - g. **Vernon**
- (5) **North Region**
 - a. **Dawson Creek**
 - b. **Fort St. John**
 - c. **Prince George**
 - d. **Prince Rupert**
 - e. **Quesnel**
 - f. **Smithers**
 - g. **Terrace**
 - h. **Williams Lake**

5.2 Auxiliary Days of Rest

- (a) Auxiliary employees hired on an "on-call" basis shall not be recalled to available work unless they have had at least two days off in the seven calendar days immediately preceding the available work, unless precluded by insufficient on-call staff being available.
- (b) Auxiliary employees who work the same number of consecutive full shifts at straight time rates as regular employees in the same classification covered by the same local Hours of Work agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Positions Temporarily Vacant

- (a) The Employer agrees to make every reasonable effort to ensure that the workloads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, in-service training, or any other reason.
- (b) The Employer will make every reasonable effort to maintain a list of qualified on-call employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.
- (c) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.
- (d) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.
- (e) For purpose of substitution, first refusal shall be given to regular employees who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.
- (f) Where a substitution opportunity arises pursuant to (e) above, the Employer will give consideration to offering the opportunity to regular employees in the headquarters area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (e) above. The parties recognize that it may not be appropriate for certain substitution opportunities to be offered to employees in a specific headquarters area. It is agreed that where the Employer determines that it is not operationally advantageous to select from these employees, the provisions of (e) above shall apply.

6.2 Temporary Assignment Travel

- (a) When an employee is assigned temporarily to a worksite within the province that is so far removed that they are unable to return to their designated headquarters at the end of each workday, the following conditions shall apply:
 - (1) Travel between their place of temporary accommodation and the worksite shall be considered as time worked.
 - (2) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the worksite at the end of each work week on the employee's time.

(3) Employees who choose not to return to their place of residence shall not receive the return air fare.

(b) (a) above does not apply to employees who participate in ministry training programs as a condition of employment. In-service employees participating in such training programs 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. Travel shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall determine the mode of transportation to be taken by the employee.

6.3 Travel Conditions

(a) Employees required to travel outside the province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the province will be pre-authorized.

(b) Employees will be provided reasonable stopover time, where required, in view of fatigue occasioned by international travel.

(c) Hours of work for employees on travel shall not be more than seven hours per day exclusive of meal periods, or not more than 70 hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

6.4 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.

FOR THE UNION:

FOR THE EMPLOYER:

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President

Sue Godwin
Senior Labour Relations Specialist, BCPSA

Dean Purdy
Chairperson

Carol Gore
Senior Labour Relations Specialist, BCPSA

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Peter Clegg
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BC Sheriff Services

Dated: November 7, 2012