

SIXTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE PROVINCE
OF BRITISH COLUMBIA**

represented by the

PUBLIC SERVICE AGENCY

and the

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

representing employees of the

SOCIAL, INFORMATION & HEALTH COMPONENT

Agreement signed this 7th day of November, 2012

**B.C. GOVERNMENT AND SERVICE EMPLOYEES'
UNION OFFICES**

HEADQUARTERS 4911 Canada Way Burnaby, BC V5G 3W3	Phone: 604-291-9611 Toll Free: 1-800-663-1674 Fax: 604-291-6030 Toll Free Fax: 1-800-946-0244
VICTORIA AREA OFFICE 2994 Douglas Street Victoria, BC V8T 4N4	Toll Free: 1-888-991-6062 Fax: 250-384-8060 Toll Free Fax: 1-800-946-0246
NORTH ISLAND AREA OFFICE #106 – 1650 N. Terminal Ave Nanaimo, BC V9S 0A3	Toll Free: 1-888-991-6062 Fax: 250-740-0070 Toll Free Fax: 1-800-946-0247
LOWER MAINLAND AREA OFFICE 4925 Canada Way Burnaby, BC V5G 1M1	Phone: 604-291-6062 Toll Free: 1-888-991-6062 Fax: 604-215-1410 Toll Free Fax: 1-800-946-0248
FRASER VALLEY AREA OFFICE 8555 198A St. Langley, BC V2Y 0A9	Phone: 604-291-6062 Toll Free: 1-888-991-6062 Fax: 604-882-5032 Toll Free Fax: 1-800-946-0249
KAMLOOPS AREA OFFICE 158 Oriole Road Kamloops, BC V2C 4N7	Toll Free: 1-888-991-6062 Fax: 250-372-1782 Toll Free Fax: 1-800-946-0250
CARIBOO AREA OFFICE 107A North 1st Avenue Williams Lake, BC V2G 1Y7	Toll Free: 1-888-991-6062 Fax: 250-392-5582 Toll Free Fax: 1-800-946-0251
OKANAGAN AREA OFFICE 214 – 3001 Tutt Street Kelowna, BC V1Y 2H4	Toll Free: 1-888-991-6062 Fax: 250-763-9233 Toll Free Fax: 1-800-946-0252
EAST KOOTENAY AREA OFFICE #303-105 Ninth Ave. South Cranbrook, BC V1C 2M1	Toll Free: 1-888-991-6062 Fax: 250-489-4700 Toll Free Fax: 1-800-946-0253
WEST KOOTENAY AREA OFFICE 2316 Columbia Avenue Castlegar, BC V1N 2X1	Toll Free: 1-888-991-6062 Fax: 250-365-9971 Toll Free Fax: 1-800-946-0254
PEACE RIVER AREA OFFICE 10251-100th Street Fort St. John, BC V1J 3Y8	Toll Free: 1-888-991-6062 Fax: 250-785-0048 Toll Free Fax: 1-800-946-0255
PRINCE GEORGE AREA OFFICE 1070-4th Avenue Prince George, BC V2L 3J1	Toll Free: 1-888-991-6062 Fax: 250-562-9012 Toll Free Fax: 1-800-946-0257
NORTHWEST AREA OFFICE #102-4710 Lazelle Avenue Terrace, BC V8G 1T2	Toll Free: 1-888-991-6062 Fax: 250-635-3588 Toll Free Fax: 1-800-946-0259

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*NOTE: Changes to the **Fifteenth** 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.*

ARTICLE 1 - PREAMBLE

Subject to the provisions of the Master Agreement entered into between the Employer and the Union, the purpose of this Agreement is to set out the terms and conditions of employment applicable to employees included in the Social, Information and Health Component defined in Appendix 3 - Classifications & Rates of Pay of the Master Agreement.

ARTICLE 2 - COMPONENT RECOGNITION AND RIGHTS

2.1 Time Off for Joint Union-Employer Business

Where employees are appointed by the Union as union representatives to joint Union/Employer Committees as specified in this Agreement they shall be granted leave of absence without loss of basic pay to attend such meetings.

2.2 Union Representatives

(a) The Employer recognizes that in some circumstances it is difficult for the President or the paid union representatives to meet with employees outside of normal working hours. In such cases, the President or the President's designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered as time worked.

(b) The Employer may, upon written request from the President of the Union or the President's designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, seminar or conference sponsored by the Employer. Such permission will not be unreasonably withheld.

ARTICLE 3 - HOURS OF WORK

3.1 Preamble

(a) The regular work week for employees covered by this Agreement shall consist of up to five consecutive days between Monday and Friday inclusive; 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 work day 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.

3.2 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.

(e) 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.

3.3 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 Compensation.

3.4 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.

3.5 Split Shifts

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

3.6 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.

3.7 Chaplains and Dieticians

The regular workweek for chaplains and dieticians shall consist of up to five consecutive days for a total of 35 hours per week averaged over a two-week period. The appropriate Sabbath shall be considered a normal workday for Chaplains.

3.8 Camp Field Crews

- (a) For the purpose of this clause, a camp field crew shall be any employee or group of employees who are on temporary assignment at a location removed from their regular headquarters to carry out a project of a fixed duration of over seven consecutive days.
- (b) A camp field crew may be required to work seven hours per day continuously up to a maximum of 20 consecutive days.
- (c) Upon completion of a temporary assignment or 20 days, whichever occurs first, camp field crew employees shall be compensated with three quarters of a day off with pay for each day on the temporary assignment.
- (d) Camp field crew employees shall not work for more than 20 workdays without compensation as outlined in (c) above, except by mutual agreement with the Union. Compensation for mutually agreed extra days shall be one day off with pay for each day on temporary assignment in excess of 20.
- (e) Camp field crew employees shall be transported to and from their designated headquarters at the commencement and termination of each temporary assignment at the Employer's expense. Time spent in this travel shall be considered as time worked.

3.9 Compensation for Camping Programs

Employees required to work in a 24-hour camp operation shall be compensated with one day off with pay for each 24-hour day spent in camp. The earned time off is to be taken upon commencement of the employee's next workday in addition to and in conjunction with the employee's normal days of rest.

3.10 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 4 - WORK SCHEDULES FOR EMPLOYEES WORKING ROTATING SHIFTS

4.1 Application

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

4.2 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 in a specific shift by mutual agreement between the Employer and the Union.
- (c) Work schedules for the Maples Adolescent Treatment Centre shall be as outlined in Appendix 1.

4.3 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 55¢ per hour, effective March 29, 2009; or
 - (2) The relevant shift premium.
 - (3) For employees employed as child care counsellors at Victory Hill Residential Program - Burnaby working split shifts the following provision shall apply:
 - (i) Split shift premium for hours worked in the morning;
 - (ii) Afternoon shift premium for hours worked in the afternoon.

No employee shall receive both premiums.

4.4 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.

4.5 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) Special camp programs of longer than five consecutive days but not more than 10 consecutive days duration may be agreed to between the Employer's and the Union's designated representatives, at the local level.
- (c) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

4.6 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 5 - OVERTIME COMPENSATION

- (a) An employee will be entitled to receive overtime compensation in accordance with Article 16 - Overtime of the Master Agreement and:
- (1) after the daily hours scheduled at the local level; or
 - (2) after 70 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Clause 14.8—Flextime of the Master Agreement; or
 - (3) for employees after the scheduled daily hours as outlined in Appendix 1—Work Schedules, Maples Adolescent Treatment Centre, Burnaby.
- (b) Employees shall have the option of receiving cash for overtime compensation or equivalent compensatory time off subject to (c) below.
- (c) If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.
- (d) At the end of each pay period, the employee shall indicate to the designated Ministry representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.
- (e) Historically, overtime has been accumulated and compensatory time off granted during the school holiday breaks for all employees at Victory Hill, and Child Care Counsellors in school based operations covered by this Agreement. The parties agree that overtime worked during the periods of September-December, January-March, and April-June, may be accumulated and taken as compensatory time off during the school holiday breaks at Christmas, Easter and the months of July and August. Any overtime due on August 31st of each year shall be paid for in cash.

ARTICLE 6 - CAREER DEVELOPMENT**6.1 Purpose**

- (a) Both parties recognize that changing legislation and policy, improved equipment, methods, and procedures may create changes in the job structure of this Component's workforce. The parties also recognize the need to provide employees with the opportunity for career development.
- (b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service offered to the citizens of British Columbia.

6.2 Subcommittees on Education and Training

- (a) Subcommittees on education and training may make recommendations to the Joint Committees on:
- (1) In-service training needs and programs and training assistance.
 - (2) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications.
 - (3) Minimum training periods free from normal workload responsibilities.
- (b) Whenever necessary, the Joint Committees may seek the advice of internal or external training resources.

6.3 Professional Development

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, regular employees shall be entitled to up to 10 days leave with pay per year for the following purposes:

(1) To attend conferences or conventions related to the employee's field or specialization.

(2) To participate in seminars, workshops, symposia, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.

(3) In the case of chaplains, professional development shall include activities of the employee's religious denomination which are necessary to the maintenance of the employee's credentials.

(4) A maximum of two of the 10 Professional Development Days shall be available to undertake research of work related topics approved by the supervisor. Scheduling shall be by mutual agreement.

A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.

(b) Professional development leave shall not be cumulative.

(c) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.

(d) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.

(e) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.

(f) Where an employee participates in pre-approved professional development activity, pursuant to this clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

6.4 Exchange Programs

The Employer agrees that exchange programs between the Public Service of British Columbia and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

6.5 Equipment Demonstrations

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 shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

6.6 In-Service Examinations

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to successfully complete any in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six months service.

6.7 Preparation for Examination

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer and to complete courses offered by the Employer. The parties recognize, however, that the employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

ARTICLE 7 - WORK CLOTHING

7.1 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.

7.2 Uniforms

(a) Where the Employer requires the employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.

(b) 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.

7.3 Union Label

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

7.4 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:

- (1) effective November 7, 2012: \$27.00 per month; and
- (2) effective April 1, 2013: \$27.50 per month

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.

ARTICLE 8 - ANNUAL VACATIONS

8.1 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 1st to September 30th, 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.

8.2 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. Vacations granted and commencing prior to the posting of the schedule shall be by seniority and shall not be considered as a selection under this article.

8.3 Vacation Schedules

- (a) Completed vacation schedules will be posted by March 1st of each year. The date of posting the schedule may be altered at the local level by mutual agreement of the Local Chairperson and the Employer designate but not earlier than February 1st or later than April 1st. The vacation schedule will be circulated no less than 3 weeks prior to the schedule being posted.
- (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 9 - SAFETY AND HEALTH

9.1 First Aid

In addition to the requirements of the Workers' Compensation Board, wherever three or more employees are required to work in an isolated location, one of the employees shall, whenever possible, hold a valid Occupational First Aid Certificate.

9.2 Investigation of Safety Matters

- (a) An employee who is a member of a Local Occupational Health and Safety Committee and who has been authorized by that Committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.
- (b) Investigation of safety matters pursuant to Clauses 22.3(c)(2)—Joint Occupational Health and Safety Committee, and 22.5—Investigation of Accidents of the Master Agreement by an employee shall be without loss of basic pay. The employee shall be designated pursuant to the *Workers Compensation Act*.

9.3 Safety Equipment

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

ARTICLE 10 - ELIMINATION OF PRESENT CLASSIFICATION

The Employer agrees to consult with the Union prior to the elimination of any classification included in this component.

ARTICLE 11 - AUXILIARY EMPLOYEES

11.1 Auxiliary Seniority Units

Pursuant to Clause 31.5—Layoff and Recall of the Master Agreement, ministry seniority units shall be as specified in Appendix 2. 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.

11.2 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 six 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 12 - GENERAL CONDITIONS

12.1 Supply and Maintenance of Equipment

- (a) An employee shall not suffer 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, supplies, or by reason of power failure or other circumstances occurring at the place of work.
- (b) This clause shall not apply to short-term relief personnel beyond the day of occurrence.

12.2 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.

12.3 Hosting Expenses

Where employees have guest speakers, recruiting officers, consultants, community relations personnel, or other non-service personnel at their workplace in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

12.4 Emergency Survival Techniques

The Employer shall provide courses or valid instructional material which teach essentials of emergency survival techniques for all employees who are required to work under isolated field conditions or camp situations. Such courses or instructional material are to be provided for all regular and auxiliary employees prior to commencement of their field assignments.

12.5 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.

12.6 Personal Research

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

12.7 Copyrights

- (a) (1) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.
- (2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested in the employee.
- (c) Confidential information shall not be disclosed without written permission of the Ministry head.

12.8 Oaths and Medical Examinations

When the Employer requires employees to take oaths, or undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

12.9 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 except where the distance by public paved road is less than 20 km. Where unusual road conditions exist, the 20 km will not apply.
 - (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 workweek 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.

12.10 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.

12.11 Lockers

Where employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers, which can be locked, shall be provided.

12.12 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.

12.13 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.

12.14 Administration of Medication

Employees required to administer injections or administer substances defined by the *Narcotic Control Act* shall be properly trained at the expense of the Employer.

ARTICLE 13 - ALLOWANCES**13.1 Trainees' Expenses**

(a) Employees who are required by the Employer to participate in in-service training or orientation courses of a duration of 30 days or less shall be reimbursed for accommodation, meals, and travel expenses according to the provisions of the Employer's current travel expense regulations. Accommodation, board, and lodging allowances for employees required to attend in-service courses of a duration of more than 30 days shall be in accordance with the Employer's current regulations pursuant to Clause 27.15—Accommodation, Board and Lodging of the Master Agreement. The provisions of this clause do not apply to a new appointee to the Public Service where that employee is assigned to a training centre as their initial posting.

(b) Employees taking the Probation Officer Training Course, who have relocated from within the Public Service, shall have their headquarters area immediately prior to relocation considered to be their headquarters area:

(1) If the training centre is within the employee's headquarters area, the employee shall not be entitled to claim any expenses in connection with the training.

(2) If the training centre is outside the employee's headquarters area, the employee may claim actual vehicle and meal allowances in accordance with the Master Agreement.

ARTICLE 14 - TERM OF AGREEMENT**14.1 Duration**

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

14.2 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 31, **2014**, but in any event, no later than midnight March 31, **2014**.
- (b) Where no notice is given by either party prior to January 31, **2014**, both parties shall be deemed to have been given notice under this clause on January 31, **2014**, and thereupon Clause 14.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union or a designate, and similar notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

14.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 14.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

14.4 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. Such agreed changes shall be incorporated into this Agreement as an addendum.

14.5 Agreement to Continue in Force

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

14.6 Effective Date of Agreement

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

Note: *Date of ratification is November 7, 2012.*

**SIGNED ON BEHALF OF
THE UNION:**

Darryl Walker
President

Doug Kinna, Chairperson
Bargaining Committee Member

Sue Powell
Bargaining Committee Member

Judy Fox-McGuire
Bargaining Committee Member

Matt Salli
Bargaining Committee Member

Roxanne Round
Bargaining Committee Member

Sonja Haigh
Bargaining Committee Member

Catherine Sullivan
Coordinator, Advocacy

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Rebecca Sober, BCPSA
Senior Labour Relations Specialist

Angie Sosnoski, BCPSA
Labour Relations Specialist

David Glockzin
Executive Director
Ministry of Social Development

Joanne Hanson
Director, Service Delivery,
Ministry of Social Development

Brian Scofield
Director, Sectoral Relations
Ministry of Children and Families

Bill Small
Provincial Director, Community Corrections &
Corporate Programs
Ministry of Justice

Dated this 7th day of November, 2012.

APPENDIX 1
Work Schedules
Maples Adolescent Treatment Centre, Burnaby

Further to Clause 3.2, the work schedule and shift patterns shall be as follows:

1. The shift patterns will be:
 - (a) 5 days on, 2 days off, 4 evenings on, 3 off, at 7.78 hours per shift. This schedule shall be Monday to Friday days and Monday to Thursday evenings.
 - (b) 4 nights on, 4 nights off, at 8.75 hours per shift. This schedule shall be Monday to Thursday nights.
 - (c) 3 nights on, 4 off, at 11.25 hours per shift. This schedule shall be Friday to Sunday.
 - (d) 2 days on, 5 days off, 11.50 hours per shift. This schedule shall be Saturday and Sunday.
2. The meal period shall be:
 - (a) 30 minutes for the 7.78 hour shifts, 8.75 hour shifts and 11.50 hour shifts.
 - (b) 45 minutes for 11.25 hour shifts.
3. The rest periods shall be:
 - (a) two rest periods of 15 minutes each for 7.78 hour shifts and 8.75 hour shifts.
 - (b) three rest periods of 15 minutes each for 11.25 hour shifts and 11.50 hour shifts.
4. Overtime shall be paid after the scheduled daily hours.
5. Compensation for statutory holidays has been scheduled throughout the year for shortfall or overage.
6. Annual hours of work and annual vacation entitlement calculation shall be in accordance with Clause 14.1 – Hours of Work and 14.3 – Conversion of Hours of the Master Agreement respectively.
7. Adjustments will be made by auditing each employee's work schedule at least two times a year for shortfall or overage.
8. The work schedule shall be a combination of shift patterns designed for Child Care Counsellors 18s and 21s to meet operational and training requirements, as mutually determined at the local level.

The parties agree that a local committee, consisting of two union representatives and two employer representatives shall meet, at the call of either party, to review and make recommendations regarding this appendix to the Component Bargaining Principals.

**APPENDIX 2
Seniority Units****BC HUMAN RIGHTS TRIBUNAL**

- By geographic location

BC LIQUOR DISTRIBUTION BRANCH

- By geographic location

BC PENSION PLAN CORPORATION

1. IT Branch
2. Communications
3. Remainder of Corporation

ENVIRONMENT ASSESSMENT OFFICE

- By geographic location

FORENSIC PSYCHIATRIC SERVICES COMMISSION

Vancouver

1. Forensic Psychiatric Hospital
 2. Forensic Adult Clinics – Vancouver, Surrey
- Balance of province by geographic location

FOREST PRACTICES BOARD

- By geographic location

INTEGRATED LAND MANAGEMENT BUREAU

- By branch - by geographic location

ISLANDS TRUST

- By geographic location

MINISTRY OF ABORIGINAL RELATIONS AND RECONCILIATION

1. Victoria
 - (a) Deputy Minister, Assistant Deputy Ministers' Offices and Corporate Services Division
 - (b) Negotiations Division
 - (c) Aboriginal Relations Division
- Balance of ministry – by geographic location

**MINISTRY OF ADVANCED EDUCATION, INNOVATION AND TECHNOLOGY
(Responsible for Multiculturalism)**

Victoria

- Deputy Minister's Office and Executive Staff
- Balance of ministry – by geographic location

MINISTRY OF AGRICULTURE

- By branch – by geographic location

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

1. Lower Mainland

- (a) Richmond, West Vancouver, North Vancouver, Vancouver, Sunshine Coast
- (b) Upper Fraser (Hope, Chilliwack, Abbotsford, Mission)
- (c) South Fraser (Surrey, Delta, White Rock, Langley)
- (d) North Fraser (New Westminster, Burnaby, Tri-Cities, Maple Ridge)**
- (e) Powell River

Note: 1(a) & (d) are considered to be one unit for auxiliary employees hired on or before November 7, 2012.

2. Maples Adolescent Treatment Centre

3. Burnaby Youth Custody Service Centre includes: Burnaby Youth Secure, Burnaby Open

4. Youth Forensic Psychiatric Services including Inpatient Assessment Unit, Lower Mainland (Burnaby, Langley and Vancouver)

5. Youth Forensic Psychiatric Services Victoria

6. Youth Forensic Psychiatric Services Nanaimo

7. Youth Forensic Psychiatric Services Kelowna

8. Youth Forensic Psychiatric Services Kamloops

9. Youth Forensic Psychiatric Services Prince George

10. Provincial Services Residential Services for the Deaf and Hard of Hearing

11. Victoria - Headquarters – by Division - Capital Region

After hours in the province are part of the regular Ministry of Children and Family Development for their seniority unit.

The following locations are separate seniority units:

Kootenays

- Grand Forks
- Kimberley
- Castlegar
- Clearwater
- Cranbrook
- Nakusp
- Creston
- Nelson
- Fernie
- Golden
- Revelstoke
- Invermere
- Trail

North

- Kitimat
- Bella Coola
- Mackenzie
- Burns Lake
- Masset
- Chetwynd
- McBride
- Dawson Creek
- Prince George
- Dease Lake
- Prince Rupert
- Fort Nelson
- Queen Charlotte City
- Fort St. James
- Quesnel
- Fort St. John
- Smithers
- Terrace
- Hazelton
- Vanderhoof

Interior

- Ashcroft
- Penticton
- Kelowna
- Vernon
- Oliver
- Merritt
- Lillooet
- Princeton
- Salmon Arm
- Kamloops
- 100 Mile House
- Williams Lake

Vancouver Island

- Campbell River
- Parksville
- Courtenay
- Port Alberni
- Duncan
- Port Hardy
- Nanaimo/Ladysmith

Coast Fraser

- Bella Coola
- Powell River
- Bella Bella
- **Balance of ministry – by geographic location**

MINISTRY OF CITIZENS' SERVICES AND OPEN GOVERNMENT**Victoria**

1. Deputy Minister's Office, Policy and Legislation;
2. Chief Information Office, Strategic Partnership Office, Service BC, Business and Workforce Transformation;
3. Corporate Services Division
4. Logistics and Business Services;
5. Technology Solutions Division;
6. Integrated Workplace Solutions
 - Balance of ministry – by branch by geographic location

MINISTRY OF EDUCATION

- Deputy Minister's Office and Executive Staff
- Balance of ministry – by geographic location

MINISTRY OF SOCIAL DEVELOPMENT

Region 1 – The following locations are separate seniority units:

Campbell River	Port Alberni
Courtenay	Port Hardy
Duncan	Powell River
Nanaimo	Victoria

Region 2 – two units:

1. Vancouver, Richmond, North Vancouver, and all other ministry operations within the geographic area
2. Sechelt

Region 3 – four units:

1. Hope
2. Mission, Abbotsford, Chilliwack
3. Coquitlam, Port Coquitlam, Maple Ridge, New Westminster, Burnaby
4. Surrey, Delta, Langley

Region 4 – The following locations are separate seniority units:

Cranbrook	Oliver
Golden	Penticton
Grand Forks	Quesnel
Kamloops	Salmon Arm
Kelowna/Westbank	Sparwood
Merritt	Trail
Nakusp	Vernon
Nelson	Williams Lake
Princeton	100 Mile House

Region 5 – The following locations are separate seniority units:

Dawson Creek	McBride
Fort Nelson	Prince George
Fort St. John	Prince Rupert
Kitimat	Smithers
Mackenzie	Terrace
Masset	Vanderhoof

Vancouver Headquarters

- by Branch

Victoria Headquarters

- by Branch

After Hours Services

- Vancouver
- Balance of ministry - by geographic location

MINISTRY OF ENERGY, MINES AND MINISTRY RESPONSIBLE FOR HOUSING

Gaming Policy and Enforcement

- **by geographic location**

Residential Tenancy Branch

- **by geographic location**
- By branch by geographic location

MINISTRY OF ENVIRONMENT

- By branch by geographic location

MINISTRY OF FINANCE

- By geographic location

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS

1. Deputy Minister's Office, Assistant Deputy Ministers' Offices
2. Integrated Resource Operations Division
3. Resource Stewardship Division
4. Corporate **Support for the Natural Resources**
5. Timber Operations and Pricing Division
6. Competitiveness and Innovation Division
7. Regional Operations Division (Coast, South and North)

- Balance of ministry - by geographic location

MINISTRY OF HEALTH

- By geographic location

MINISTRY OF JUSTICE

1. Community Corrections

Fraser Metro Region

- Central Monitoring Unit
- Delta/ West Surrey
- Langley
- New Westminster
- Surrey North
- Surrey South
- Tri-Cities
- Surrey East

Interior Fraser Region

- Abbotsford
- Castlegar
- Chilliwack
- Cranbrook
- Kelowna
- Maple Ridge
- Penticton
- Vernon

Northern Region

- Dawson Creek
- Fort St John
- Kamloops
- Merritt
- Prince George
- Prince Rupert
- Quesnel
- Salmon Arm
- Smithers
- Terrace
- Vanderhoof
- Williams Lake

Island Coastal

- Campbell River
- Courtenay
- Duncan
- Powell River
- Nanaimo
- North Shore
- Port Alberni
- Port Hardy
- Sechelt
- Squamish
- Victoria Court, Saanich, Western Communities

Vancouver Metro

- Burnaby
- Richmond
- Vancouver Court Office, Vancouver East and West, Vancouver South
- Vancouver Intensive Supervision Unit

Family Justice Services

1. Prince George Family Justice Centre (FJC)
 2. Terrace FJC
 3. Kelowna FJC
 4. Vernon FJC
 5. Penticton FJC
 6. Cranbrook FJC
 7. Nelson FJC
 8. Kamloops FJC
 9. Abbotsford FJC, NIF (North, Interior, Fraser) Family Justice Services Regional Office
 10. Surrey FJC
 11. Langley FJC
 12. Chilliwack FJC
 13. New Westminster FJC
 14. Richmond FJC
 15. Vancouver FJC, Vancouver City Centre JFC, North Shore FJC
 16. Port Coquitlam FJC
 17. Maple Ridge FJC
 18. Powell River FJC
 19. Courtenay FJC
 20. Campbell River FJC
 21. Nanaimo FJC
 22. Duncan JFC
 23. Victoria FJC, Vancouver Metro/Vancouver Island Family Justice Services Regional Office, Victoria
- Balance of ministry – by geographic location

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

1. Victoria – by Branch
- Balance of ministry by geographic location

OAK BAY LODGE CONTINUING CARE SOCIETY

- By geographical location

ROYAL BC MUSEUM

- By geographic location

BROADMEAD CARE SOCIETY

- The Lodge at Broadmead and Veterans Health Care Centre

MINISTRY OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT

- (1) Victoria
- (a) Deputy Minister's Office
 - (b) Management Services Division
 - (c) Integrated Policy, Legislation and Operations Division
 - (d) Local Government Division
 - (e) Arts, Culture and Sport Division
- (2) Vancouver
- (a) University Endowment Lands
 - (b) BC Film Commission

MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING AND MINISTER RESPONSIBLE FOR LABOUR

Victoria

- (a) Deputy Minister's Office, Associate Deputy Minister's Office and Major Investment Office
- (b) Competitiveness and Small Business Division
- (c) Tourism Division
- (d) International Trade and Investment Attraction Division
- (e) Economic Development Division
- (f) Labour Market and Immigration Division
- (g) Management Services Division

Vancouver

- (a) Tourism Division
- (b) International Trade and Investment Attraction Division
- (c) Economic Development Division
- (d) Labour Market and Immigration Division
- (e) Management Services Division

Labour Board

Worker's Compensation Appeals Tribunal

- Balance of ministry by geography

APPENDIX 3**Hot Products and Special Apparel**

Archivist 1-4

Economist 1-3

Education Officer 2--(formerly classified Assistant Director of Curriculum Post-Secondary)

Education Officer 3--(formerly classified Registrar, Correspondence Education)

Education Officer 3--(formerly classified Supervisor Correspondence Education)

Education Officer 3--(formerly classified Tourist Service Chairman)

Education Officer 3--(formerly classified Student Placement Officer)

Librarian 1-4

Research Officer 1-5

1. No employee who falls within a classification herein described shall be required to handle any product declared by the BC Federation of Labour to be a "*Hot Product*".

2. If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the Employer to those employees who fall within the classification herein described.

APPENDIX 4 Workload

It is in the interest of the Employer and the employees that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with Ministry Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil statutory and other obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Employer.

To assist in achieving the above objectives, the following procedures shall be utilized when an employee is of the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of their work demands. All participants in these procedures will act in a timely and expeditious fashion at each stage. Where the employee is not satisfied with the timeliness of the response at any stage, they may proceed to the next stage.

Stage 1

The employee shall discuss the matter with their direct supervisor and specify what work demands are causing them to be unable to fulfil the statutory and other obligations of their job. The direct supervisor will direct the employee as to the manner in which the employee should proceed in order for the employee to carry out their assigned duties. Within 14 days the supervisor will attempt to resolve the matter.

Stage 2

If after the completion of Stage 1, the employee continues to hold the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of the specified work demands, then the employee will advise their direct supervisor, in writing on the agreed form, of this fact, giving reasons and details of the work demands which give rise to the employee's continuing view that they are unable to fulfil the statutory and other obligations of their job. These details shall include identification of the specific legislative and other provisions which the employee believes they are unable to fulfil.

A designated representative of the Ministry, who is excluded from the bargaining unit, will develop with the supervisor a written direction to the employee within 14 days as to how the employee is to proceed in order for the employee to fulfil statutory and other obligations to a client(s). Responsibility for any consequences of complying with the direction will not rest with the employee. **The designated representative of the ministry shall ensure that a copy of the documentation including the written direction will be forwarded to the next level of excluded manager and to the local union chair through the union area office.**

Stage 3

Should the employee continue to hold the opinion that they are unable to fulfil their statutory and other obligations after the completion of Stage 2, the employee may refer the matter, in writing, to the Article 29 Committee. The Article 29 Committee shall develop process and procedures appropriate to the Ministry context to address the issues, including establishing sub-committees where appropriate. The Article 29 Committee will provide a response within 30 days of the matter being reviewed at the Committee. The employee will be provided with a copy of this response in writing. Responsibility for any consequences of complying with the direction will not rest with the employee.

A copy of the complete documentation regarding the matter will be provided to the Deputy Minister.

This appendix is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master collective agreement.

APPENDIX 5
Hours of Work - Systems Employees

The parties agree that a committee, consisting of two union representatives and two employer representatives shall meet, at the call of either party, to review and make recommendations regarding hours of work for employees in the Social, Educational and Health Services Component employed in systems classifications.

Recommendations must be consistent with the terms of the Master Agreement and will be submitted to the Component Principals for approval.

Dated: August 18, 1998

LETTER OF INTENT 1
Recreational Use of Employer's Vehicles
and Communication Facilities

It is the intent of the Employer that where employees are required to obtain accommodation at a point distant from their place of residence, they will be permitted reasonable personal use of an Employer's vehicle, if available, during their nonworking hours.

The Employer recognizes the frequent isolation of some of the employees as a result of the nature and location of the Employer's operations. The Employer, therefore, agrees to permit reasonable personal use by employees in Appendix 3 of the communication facilities at the worksite.

Dated: August 18, 1998

LETTER OF INTENT 2
Security for Employees

It is the intent of the parties that employees, in workstations where there is a potential for violence from outside parties, shall pursue the matter through Local Occupational Health and Safety Committees.

Appropriate security systems shall be considered by the Local Occupational Health and Safety Committees. The Ministries affected shall use the information and recommendations from these Committees to continue, on an ongoing basis, the implementation of security systems, subject to such matters as:

- (1) physical structure of the offices
- (2) funding being available
- (3) priorities of facilities to be affected
- (4) type of system to be adopted
- (5) Employer and employee wishes

Dated: August 18, 1998

LETTER OF INTENT 3
Ministry for Children & Families

(1) **Audits**

- (a) The Employer and the Union recognize that operational reviews and practice audits can contribute to improve the quality of service to the public and enhance employee performance.
- (b) The Employer agrees that any audit or review will utilize the ministry standards in place at the time of service to evaluate the quality of the work.
- (c) The Employer agrees that data collected from audits or reviews is confidential and, subject to requirements of applicable legislation, will only be released publicly in a manner that individuals are not identified.
- (d) Should an individual need to be identified internally, or should corrective action be required, the standard of just cause will apply.

(2) **Training**

- (a) Employees will be trained as required for new or significantly changed programs, services, procedures or protocols.
- (b) The ministry will advise the Union with as much advance notice as possible of the new or changed programs, services, procedures or protocols, in order that consultation may take place, where warranted.
- (c) The employee will be advised, prior to training, of the required standard.

(3) **Provincial Legislation**

- (a) No employee will be directed to act in contravention of any provincial statute or regulation.

Dated: August 18, 1998

LETTER OF UNDERSTANDING 1
Workload

This letter is to confirm, on behalf of the Employer bargaining committee, assurances made to your committee during the 12th Social, Education and Health Services Component negotiations.

Employees are expected to work their scheduled hours of work and to do so in an efficient manner. Employees should not work unpaid overtime hours to complete work they are unable to complete in their scheduled shift.

Dated: January 17, 2001

LETTER OF UNDERSTANDING 2
Workload

This is to confirm the agreement of the Employer that the Ministry of Employment and Income Assistance (or its successor ministry) Article 29 Committee will conduct a workload analysis where the Committee has concluded that it would contribute to correcting conditions causing grievances and misunderstandings. The Committee will make appropriate recommendations. Consideration will include a determination of the level at which the analysis should occur, whether office by office, or an individual level, or generically.

Dated: January 19, 2001

LETTER OF UNDERSTANDING 3
Training for IT Workers

This letter will confirm our understanding that the Employer and Union will establish a committee to discuss skills acquisition and development for Systems employees within the Public Service.

The Committee will be comprised of an equal number of union and employer representatives and will meet at the call of either party.

It is further understood that this letter in no way amends, modifies or alters the terms of the 16th Master or Social, Information and Health Component Agreement(s).

The Committee shall exist for no longer than the term of the 16th Social, Information and Health Component Agreement.

Dated: February 19, 2010