

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA**  
**Represented by the**  
**BC PUBLIC SERVICE AGENCY**  
**and the**  
**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)**

**Re: Part-Time Regular Employees – BC Sheriffs Division**

The purpose of this Agreement is to address effective the \_\_1\_\_ day of \_Sept.\_\_\_\_\_, 2008 the employment status of:

- Auxiliary employees; and
- The terms and conditions of employment for regular “*part-time plus*” employees.

1. Auxiliary Employees

- a. Auxiliary employees at (date of MOA) who have completed 1827 hours worked in 33 pay periods will be offered regular full-time employee status.

Assignment of regular seniority dates will be the first of the month following the date on which the auxiliary employee qualified for benefits pursuant to Clause 31.9 of the Master Agreement. This will have no retroactive cost to the Employer.

Seniority dates for all existing regular employees will be similarly recalculated.

- b. Auxiliary employees at (date of MOA) who have not completed 1827 hours worked in 33 pay periods, as listed in Appendix C, will be offered regular “*part-time plus*” employee status.

Assignment of regular seniority dates will be one calendar day apart, based on auxiliary seniority at (date of MOA). The senior auxiliary employee will have a regular seniority date of (date of MOA). There will be no retroactive cost to the Employer.

2. The terms and conditions of employment for regular “*part-time plus*” employees will include:

- a. Regular part-time plus Deputy Sheriffs will have either half-time or three quarter-time regular status (i.e. 35 or 52.5 hours by-weekly), as specified in Appendix C, with corresponding pay and benefits in accordance with the Master and Component Agreements. Pay and benefits will be pro-rated for additional straight time hours worked.

Regular part-time plus positions may be upgraded from half-time to three-quarter time in terms of their guarantee of hours by mutual agreement between the Employer and the

employee at anytime, but may only be downgraded when the position is vacant or by written agreement of the Employer, employee and the Union.

Stand-alone regular part-time plus Deputy Sheriff positions may be upgraded to full-time by mutual agreement between the Employer and the employee, subject to the employee meeting the requirements of Appendix A.

Where there are multiple encumbered part-time and part-time plus Deputy Sheriff positions in a single geographic location and workload requires one of those positions to be upgraded to full-time, the offer will be made to the most senior regular part-time employee subject to the employee meeting the requirements of Appendix A.

Staffing remains the purview of the Employer and part-time plus regular positions, when vacant, are posted and filled at the discretion of the Employer.

The Employer may continue to utilize the Auxiliary category of employment as required.

- b. Regular part-time plus Deputy Sheriffs will earn regular service seniority beyond the 35 or 52.5 hours bi-weekly, for all additional hours worked at straight time rates, in accordance with Master Agreement Clause 11.1 – Seniority Defined.
- c. Regular part-time plus Deputy Sheriffs will be recalled up to total annual hours of work of 1827 hours in 26 pay periods.
- d. Layoff and Recall
  - (i) Regular part-time plus Deputy Sheriffs are subject to as-and-when-required recall, and shall be recalled and laid off, pursuant to Master Agreement Clause 31.5 – Layoff and Recall.
  - (ii) All of Master Agreement Clause 31.5 applies to regular part-time plus Deputy Sheriffs, except for (c), (d), (p), and (q).
  - (iii) Regular part-time plus Deputy Sheriffs are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to Clauses 31.5(e) and (f).
  - (iv) Regular part-time plus Deputy Sheriffs who refuse work outside of their prescribed scheduled time periods, pursuant to Master Agreement Clause 31.5(e), will suffer no consequences except in emergency situations.
- e. Exceptions to item (d)(iii) above will be in accordance with applicable Master Agreement leave and notice provisions for regular employees.
- f. Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix B to this Agreement.
- g. Subject to operational requirements, regular part-time plus Deputy Sheriffs will be prescheduled.

- h. Implementation of this Agreement will be at no increased cost to the Employer, including but not limited to premiums or penalties attributable to regular part-time Deputy Sheriffs being recalled to additional work beyond half-time, such as Master Agreement Clause 15.3.
  - i. STIIP benefits will be calculated in accordance with Master Agreement Clause 31.12(e), unless a regular part-time plus Deputy Sheriff works a full-time schedule for any period in excess of two weeks and is subsequently unable to report to work due to illness or injury during the period of scheduled full-time work, and is entitled to benefits pursuant to Appendix 4. Such employee will have their STIIP benefit calculated on the basis of the full-time work. This calculation based upon full-time work will continue for the duration of the initial scheduled full-time assignment and thereafter will revert to a benefit based upon the Deputy Sheriffs regular part-time plus status. (i.e. 35 hours or 52.5 hours bi-weekly).
  - j. Master Agreement Clause 14.2 does not apply to regular part-time plus Deputy Sheriffs.
  - k. Correctional and Sheriff Services Component Agreement Clauses 1.2, 5.1 and 5.2 would not apply to regular part-time plus Deputy Sheriffs.
  - l. The benefit level for LTD will be calculated on the basis of the formula outlined in Appendix #4, Clause 2.2 of the Master Agreement.
3. Subsequent to application of the Sheriff Services, lateral transfer policy, offers to full-time positions will be done alternating between the most senior regular part-time or part-time plus employee in the geographic location, subject to the employee meeting the requirements of Appendix A, and the most meritorious employee as determined via competition. The first offer will be made via seniority as described above. Notwithstanding, if there is a conflict between this clause and the collective agreement, the provisions of the collective agreement will apply.
  4. This Agreement is to address the unique role of and services provided by BC Sheriffs Division and is not intended to be a model or template for application outside the scope of the BC Sheriffs Division.
  5. Unless otherwise stated in this Agreement, the Master and Component Agreements apply.
  6. Any existing grievances filed pursuant to Clauses 11 and 31.1 of the 14<sup>th</sup> Master Agreement prior to Sept 1, 2008, by employees of the BC Sheriffs Division will be resolved and concluded in accordance with the terms of this Agreement.

This Memorandum of Agreement remains in effect for the term of the 14<sup>th</sup> Master Agreement.

**SIGNED ON BEHALF OF THE  
UNION:**

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Darryl Walker  
President

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Dean Purdy, Chair  
Correctional & Sheriffs  
Services Component

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Wiho Papenbrock  
Regional Coordinator

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

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Rob Wood, ADM  
Court Services Branch

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Dave Maedel  
Executive Director  
Sheriff Services Division

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Bill Carragher, Director  
Labour Relations Branch  
BC Public Service Agency

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

## APPENDIX A

### DEFINITIONS

For the purposes of this Memorandum of Agreement:

*Qualified* – Meets all of the requirements of the position, including but not limited to, current certification in Firearms and Control Tactics.

*Satisfactory Past Work Performance* –

- no discipline on record for past 18 months;
- no more than 11 STIP absences on no more than five difference occasions within the past year.

Note: In exceptional circumstances, employees not meeting the above requirements may submit an appeal to the Executive Director, Sheriff Services for reconsideration. If the employee has reason to believe the basis for the Executive Director's decision was either capricious or made in bad faith, then the employee will have access to the grievance procedure.

## **APPENDIX B**

### **REGULAR PART-TIME EMPLOYEES SERVICE, BENEFITS, PAID TIME OFF AND OTHER ALLOWANCES**

#### **Prorated**

- Service seniority (one year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Master Agreement 20.12 – Maximum Leave Entitlement
- STIIP
- LTD
- Superannuation
- Canada Pension Plan\*
- Employment Insurance\*
- Worker's Compensation Board\*
- Group Life\*

\*Is only prorated to the extent that the benefit is based on the employee's part-time salary.

#### **Not Prorated**

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

#### **Others**

- Overtime (paid in accordance with Clause 16.10 of the BCGEU Master Agreement)
- Annual Increment (eligibility based on acquisition of 1827 hours since last increment)