



RATIFICATION BULLETIN

Your Component negotiating committee met with the employer during the weeks of January 23 – February 3, 2012. Although we were restricted by the Liberal Government's cooperative gains compensation mandate and a very difficult employer, we were able to negotiate some improvements to the Component Agreement which have highlighted below.

We also made improvements to the Deputy Sheriffs Regular Part-time Plus Employees Agreement; established a Deputy Sheriff subcommittee on education and training; established guidelines for Deputy Sheriff substitution opportunities; secured a Letter of Agreement at the Master Table for the Component to continue to pursue increasing the annual hours of work at the labour management committee level; Youth Custody workers to be provided parkas as may be reasonably required; Youth Custody Services has agreed to work on guidelines for Staff Post Rotations. These items are not included in the Component Agreement but the language will be forwarded to stewards and local executives for their information.

Your Component Negotiating Committee thanks you for all your support and strongly recommends acceptance and ratification of the Component Agreement.

Details of the changes to the Agreement:

ARTICLE 3 – COMMITTEE

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)(b) (c) maintain current language
- (d) work environment**

Note: Consequential renumbering to remainder of clause – maintain current language

3.2 Local Union-Management Committee

(d) (6) Procedures for rotation through work groups, considering seniority, within classifications.

For Adult Custody only see "Letter of Understanding" Re: Clause 3.2(d)(6).

ARTICLE 9 – 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 Clause 3.2. 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) ~~Principal Officer and Senior Correctional Officers~~ **Correctional Supervisor**
- (3) Instructor ~~and Instructor/Supervisor~~

(b)(c)(d)(e) maintain current language:

ARTICLE 10 – TRANSPORTATION AND COMMUNICATION

Portal-to-portal grandfathered for those employees as of April 1, 2013. Letter re: TMAs will be included in the calculation of overtime in the Master Agreement.

12.1 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 ~~bomber~~ **water-resistant (Gortex or comparable) jacket**
- 4 slacks
- 3 slacks (work) (camp & ~~gang officer~~ **work crew officers** only)
- 1 fleece jacket/~~vest~~
- 7 **6 shirts – long or short sleeve (including 1 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)**
- ~~1 parka or raincoat~~

Youth Custody

- 1 ~~jacket (patrol or fleece/liner/bomber)~~ **water-resistant (Gortex or comparable) jacket**
- 1 ~~coat (parka, shell and liner)~~ **fleece jacket**
- 4 pants (~~gang work crew~~ or cargo)
- 1 shorts (generic or cargo)
- 1 sweater (long sleeve or vest)
- ~~7~~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 ~~black~~ footwear of equivalent safety issue up to a maximum of dollars ~~\$155~~ **\$170** per pair. ~~effective April 16, 2006, , \$160 effective April 1, 2007, \$165 effective March 30, 2008 and \$170 effective March 29,2009~~ **For Adult Custody the footwear must be black.**

~~Camp gain and prowl officers shall be issued a parka. All other regular employees may substitute a raincoat for the parka issue.~~

Each year thereafter seven pair of socks.

(b) Initial Issue (Auxiliary Employees)

Adult Custody

- 1 ~~bomber~~ **water-resistant (Gore-Tex or comparable) jacket**
- 1 fleece jacket**
- 4 slacks – one must be dress, remainder cargo or work (camp and ~~gang officer~~ **work crew officers only**)
- 1 ~~sweater~~ **vest or long sleeve**
- 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 ~~gang officer~~ **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)
- 1 ~~parka (for employees working in facilities in the Northern Region, Interior Region, Nanaimo Correctional Centre, Ford Mountain Correctional Centre and Alouette Correctional Centre for Women)~~

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 Article 12.1(a) above will receive the remaining items upon becoming eligible for benefits pursuant to Master Agreement Article 31.9.

(c)(d)(e) maintain current language

ARTICLE 12 - UNIFORM ISSUE

12.2 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
- ~~parkas~~ **larger water-resistant jackets (Goretex or comparable) and fleece jackets** for pregnant employees

(b)(c) maintain current language

ARTICLE 12 - UNIFORM ISSUE

12.4 ~~Cleaning~~ Maintenance of Work Apparel

(a) 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.

(a) The Employer will be responsible for:

(1) Dry Cleaning

- Annual: ~~parka, raincoat, bomber jacket,~~ dress tunic **and one pair of dress slacks**
- ~~Monthly: four pairs of slacks~~

(2) maintain current language

(b) maintain current language

ARTICLE 13 – GENERAL CONDITIONS

13.7 Safety Oriented Occupational First Aid (SOFA) (OFA) or Equivalent Renewal

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

**DEPUTY SHERIFF ADDENDUM
ARTICLE 3 – WORK CLOTHING**

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: ~~\$25.00 per month effective April 16, 2006; \$25.50 per month effective midnight April 1, 2007; \$26.00 per month effective midnight March 30, 2008; and \$26.50 per month effective midnight March 29, 2009,~~

- (1) effective date of ratification: \$27.00 per month**
- (2) effective April 1, 2013: \$27.50 per month**

for such maintenance and repair.

ARTICLE 3 – WORK CLOTHING

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 (Male)

- Soft Body Armour
- 2 Pairs Trousers
- 1 Cap and Badge
- 1 Plastic Cap Cover
- 1 Belt
- ~~1 Cold Weather Parka~~
- 1 Fleece Jacket**
- 1 Pair Gloves**
- 2 Pairs Shoes (Shoes or Ankle Boots)
- 2 Ties
- 6 Shirts (~~3 short sleeves~~)
- 6 Pairs Socks
- 1 Water-resistant Jacket (Goretex or comparable)**
- 2 Under-shirts**
- 1 Badge & ID Case

(Interior & North Regions as required)

- 1 Winter Cap (where required)
- ~~1 Bomber Jacket~~
- ~~1 Belt~~
- ~~2 T-shirts~~
- 1 Pair Overshoes (where required)
- 1 Pair Gloves or 1 Pair Winter Gloves

All Crests attached on issue of Jackets ~~& Parkas~~

Each year thereafter – 6 Pairs Socks

Deputy Sheriffs (Female)
Soft Body Armour — 1 Badge & ID Case
2 Pairs Trousers — 1 Pair Gloves or 1 Pair Winter Gloves
2 Skirts 2 Pairs Shoes (Shoes or Ankle Boots)
1 Hat and Badge — 1 Belt
1 Plastic Hat Cover — 2 Ties
1 Cold Weather Parka — 6 Shirts (3 Short Sleeves)

(Interior & North Regions as required)

12 Pairs Pantyhose or 6 Pairs Socks
1 Bomber Jacket — 1 Pair Overshoes (where required)
1 Winter Cap (where req'd) — 1 Hand Bag
2 T-shirts
All Crests attached on issue of Jackets and Parkas
Each year thereafter - 12 Pairs Pantyhose or 6 Pair Socks.

The Employer shall provide on a loan basis larger water-proof and fleece jacket for pregnant employees.

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 ATTORNEY GENERAL

Court Services-Deputy Sheriffs

- 1. Vancouver Island Region**
 - a. Duncan**
 - b. Victoria, Western Communities**
 - c. Campbell River**
 - d. Courtney**
 - e. Nanaimo**
 - f. Port Alberni**
 - h. 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, Port Coquitlam, Lower Mainland Regional Escorts, Surrey, Central Float Pool**

- 4. **Interior Region**
 - a. **Cranbrook**
 - b. **Kamloops**
 - c. **Nelson**
 - d. **Rosland**
 - e. **Kelowna**
 - f. **Penticton**
 - g. **Salmon Arm**
 - h. **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**

~~Interior/Northern Region~~

- ~~- Cranbrook ————— - Prince Rupert~~
- ~~- Dawson Creek ————— - Quesnel~~
- ~~- Fort St. John ————— - Rosland~~
- ~~- Kamloops ————— - Salmon Arm~~
- ~~- Kelowna ————— - Smithers~~
- ~~- Nelson ————— - Terrace~~
- ~~- Penticton ————— - Vernon~~
- ~~- Prince George ————— - Williams Lake~~

~~Lower Mainland Region~~

- ~~1. ——— Vancouver Law Courts, North Vancouver, Richmond, 222 Main Street (Vancouver), Robson Square~~
- ~~2. ——— Abbotsford, Chilliwack~~
- ~~3. ——— New Westminster, Port Coquitlam, Lower Mainland Regional Escorts, Surrey~~

~~Vancouver Island Regional Coordinator~~

- ~~- Campbell River ————— - Port Alberni~~
- ~~- Courtenay ————— - Port Hardy~~
- ~~- Duncan ————— - Powell River~~
- ~~- Nanaimo ————— - Victoria & Western Communities~~

**APPENDIX A
Ministry Work Units**

Ministry of Public Safety and Solicitor General
Maintain current language

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. ~~as an additional Ministry work unit(s).~~

APPENDIX B Ministry Auxiliary Seniority Units

Ministry of Public Safety and Solicitor General

Maintain current language

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 changes will be immediately reflected in Appendix B. ~~as an additional Ministry auxiliary seniority unit(s).~~

MEMORANDUM OF AGREEMENT Re: Part-Time Regular Employees - Adult Custody Division

The Purpose of the Agreement is to address, effective April 1, 2012, the employment status of

- **Existing part-time regular employees.**

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

(a) Regular part-time Corrections Officers will have half-time regular status (ie 35 hours bi-weekly), 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.

(b) (1) Regular part-time Corrections Officers will earn regular seniority beyond the 35 hours bi-weekly, for all additional hours worked at straight time rates, in accordance with Master Agreement, Clause 11.1 - *Seniority Defined*. Every three months the parties will review the hours worked and adjust the seniority levels in order to maintain seniority ranking. No employee shall lose their original seniority ranking through an error of the Employer.

(2) Where a part-time regular employee is called in or scheduled for a shift and there is an operational need to extend that shift, the Employer will make every effort to obtain mutual agreement.

(c) Regular part-time Corrections Officers will be recalled up to total annual hours of work of 1827 hours in 26 pay periods.

(d) (1) Regular part-time Corrections Officers 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*.

(2) Master Agreement Clause 31.5 subclauses (a), (b), (e), (f), (g), (h), (i), (j), (n-12), (r), (s) and (t) will apply to regular part-time employees.

(3) Regular part-time Corrections Officers are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to 31.5 (e) and (f).

(4) Regular part-time Corrections Officers who refuse work outside of their prescribed schedule time periods, pursuant to Master Agreement, Clause 31.5(e), will suffer no consequences except in emergency situations.

(e) Exceptions to item (d)(3) 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 1 to this Agreement.

(g) Subject to operational requirements, regular part-time Corrections Officers will be prescheduled and will be given a minimum of two days off in a seven day period. The Employer will make every reasonable effort to schedule the days off consecutively. Whenever possible the Employer will use the Days of Rest Formula (5 formula) when scheduling part-time regular Corrections Officers.

(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 Corrections Officers being recalled to additional work beyond half-time, such as Master Agreement, Clauses 15.3 and 15.4.

(i) STIP benefits will be calculated in accordance with Master Agreement, Clause 31.12(e) unless a regular part-time Corrections Officer works a full-time schedule for any period in excess of two blocks 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 STIP benefit calculated on a 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 Corrections Officer's regular part-time status (ie 35 hours bi-weekly).

(j) Master Agreement Clause 14.2 does not apply to regular part-time Correction Officers.

(k) Correctional and Sheriff Services Component Clauses 6.1(b), (c), (d), (g), (h), (i), (j) apply to regular part-time Correction Officers. The balance of Component Agreement Clause 6.1 does not apply to regular part-time Correction Officers.

(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.

2. Where a person is appointed as a regular full-time employee through a competition, the next full-time appointment will be offered to the senior regular “part-time plus” employee in the subject centre.

3. Unless otherwise stated in this Agreement, the Master and Component Agreements apply.

4. Grievances filed pursuant to Master Agreement, Clause 31.1 subsequent to May 1, 2007 and Master Agreement, Article 12 by Corrections Officers will be resolved in accordance with the terms of this Agreement, where possible.

5. Judi Korbin will have jurisdiction as arbitrator to adjudicate grievances as described in item 4 above.

This Memorandum of Agreement remains in effect for the term of the 16th Master Agreement.

**BCGEU SENIORITY BLOCKS
16TH CORRECTIONAL AND SHERIFF SERVICES COMPONENT**

**MINISTRY OF PUBLIC SAFETY AND SOLICITOR 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. Fraser Regional Correctional Centre
7. Nanaimo Correctional Centre
8. Surrey Pre-Trial Services Centre
9. North Fraser Pre-trial Centre

Should the Employer open, close or re-gazette adult/youth custody facilities during the life of this Agreement, the changes will be immediately reflected **in this document**. ~~As an additional Ministry seniority block(s).~~

**Ministry of Attorney General
Court Services – Deputy Sheriff**

1. **Victoria/Duncan/Western Communities**
2. **Courtenay/Campbell River/Nanaimo/Parksville/Port Alberni**
3. **Vancouver Law Courts/ 222 Main Street (Vancouver)/Robson Square/North Vancouver/Richmond**
4. **Powell River/Sechelt**
5. **New Westminster/Surrey/Port Coquitlam/Lower Mainland Central Escorts/Central Float Pool**
6. **Abbotsford/Chilliwack**
7. **Kamloops**
8. **Salmon Arm**
9. **Vernon**
10. **Penticton/Kelowna**
11. **Cranbrook**
12. **Nelson/Rossland**
13. **Prince Rupert**
14. **Terrace**
15. **Smithers**
16. **Prince George**
17. **Quesnel**
18. **Williams Lake**
19. **Fort St. John/Dawson Creek**

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 changes will be immediately reflected in ~~Appendix B as an additional Ministry auxiliary seniority unit(s)~~ **this document.**

LETTER OF UNDERSTANDING (ADULT CUSTODY DIVISION ONLY)

RE: Clause 3(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) (Staff Development Plan) 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 3(d)(6) of the Component Agreement, each 3.2 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 Article 3.1 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 date.
 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.