

COMPONENT: BCGEU-Administrative Services

LOCAL: 1201 & 1203–Business Practice & Consumer Protection Agency (BPCPA)

SUBJECT: RATIFICATION VOTE for all BCGEU Members at BPCPA

Burnaby Meeting:

DATE: Tuesday, September 16, 2014

TIME: 12:00-1:00pm and 3:00-4:00pm

PLACE: BPCPA (Main Boardroom) 4946 Canada Way Burnaby B.C.

Victoria Meeting:

DATE: Thursday, September 18, 2014

TIME: 12:00-1:00pm and 3:00-4:00pm

PLACE: BPCPA (Main Boardroom) #307-3450 Uptown Blvd. Victoria B.C.

Details of the Tentative Agreement

- Your Bargaining Committee has been working very hard on your behalf and we have a tentative agreement that we feel is very good. We are strongly recommending you vote “YES.” We are confident this is the best agreement we can achieve for you at this time.
- The specific terms of the tentative agreement are outlined in this document and we will be reviewing them in detail with you before you vote. We will answer any questions you might have at the meeting prior to you casting your vote.

I. Improvements in your Collective Agreement Rights (non-monetary)

There are numerous improvements to the language of your collective agreement providing you with additional rights that you did not have in the current collective agreement. Some highlights are:

1. Modified Work Week: new provisions that will allow members to negotiate a 5:2-4:3 (9 day fortnight) work week (in addition to other options detailed in Article 14.3) if the majority of workers in their work group agree -this was also a bargaining priority that was achieved after numerous robust discussions.
2. Postings-Unsuccessful Applicant's Right to Grieve: new language giving members the right to file a grievance if they are an unsuccessful applicant in a competition (rather than the complaint procedure in the current agreement which has no independent 3rd party decision maker) and a better competition process were negotiated.

3. Anti-Bullying: new language to align with the WC Act and OHS Regulations definition of "bullying" and includes the same complaint process as the Human Rights and Sexual Harassment provisions.
4. Bargaining Unit Defined: the Employer will not assign bargaining unit work to non-bargaining unit persons.
5. Employer and Union to Acquaint New Employees: the Employer will now also provide the Union with new employees' home email address and cell phone number.
6. Positions Temporarily Vacant-most senior, qualified regular employee to get Temp. Assignments
*For full details of the language changes see "Appendix A- Language Changes"

II. Improvements in Your Wages, Allowances and Benefits (some highlights)

1. Wage Increases: A three and a half (3.5) year agreement with wage increases totalling 8% over the term of the agreement as follows:
 - 2% June 1, 2014 (there was a 1% increase January 1, 2014-so a total of 3% for 2014)
 - 2% January 1, 2015
 - 2% January 1, 2016,
 - 2% January 1, 2017
2. The agreement expires December 31, 2017.
3. Trial Paramedical-Health Allowance: this was one of our members' bargaining priorities because they are still under the Provincial Master Agreement we couldn't amend those benefits. So we negotiated this allowance to offset the cost of these benefits not covered by the plan. This allowance adds another (0.4%) to the annual income to each of the last 3 years of the agreement. Both parties agreed during bargaining that this initiative is mutually beneficial because by supporting BPCPA employees' positive health it also promotes regular attendance.
 - \$200.00 per employee for 2015
 - \$200.00 per employee for 2016
 - \$200.00 per employee for 2017

Please Note: This is a trial allowance and will be reviewed during the term of the agreement by the Article 30 Joint Union Management Committee. The Employer does reserve the right to terminate the allowance, but only if the Employer can demonstrate they are in a position of financial hardship by providing the Union with an audited financial report The Employer advises that they believe this would be unlikely.
4. Temporary Market Adjustments-have been moved into the salary grid as regular wages and therefore, will be included in Pensionable Earnings and all other basic wage sensitive provisions.
5. Special Leave- Serious Illness of Elderly Parent or Stepparent of the Employee: increased from 1 day to 3 days per calendar year.
6. Meal Allowance: increased Breakfast:\$11.75-\$12.00 Lunch:\$13.50-\$13.80 Dinner:\$22.75-\$23.25
7. Vehicle Allowance: increased from \$0.52 to \$0.53
8. Personal Property Damage: increased from \$150 to \$153
9. Auxiliary Health and Welfare benefits increased: \$0.64 to \$0.72 per working hour to a max. of \$50.20 biweekly instead of the current rate of: \$44.80 biweekly.
10. Occupational First Aid Reimbursements and Courses: increased Level 2: \$43-\$44 Level 3:\$55-\$56

11. Extended HealthCare Plan (effective Jan 1, 2016) Lifetime Maximum: increased from \$250,000 to \$500,000 and Paramedical increases including eligible expenses beyond \$1,200 covered at 100%

*For full details of the monetary changes see "Appendix A-Monetary Changes"

III. Improvements to Your Agreement to Remove Provisions that No Longer Apply to BPCPA and Housekeeping Changes:

There are numerous improvements to your collective agreement to remove language specific to the Public Service Bargaining Unit. Both the Employer and the Union came to the table with numerous proposals with the same goal: to clean up the language of the collective agreement to ensure every provision is accurately reflecting the BPCPA-BCGEU Bargaining Unit and remove provisions that are redundant and do not apply anymore. Here is a list of those changes:

Article 2.1- Bargaining Unit Defined-Delete Clause (d)2: because there are not ML6 or higher in the bargaining unit.

"Where the position is classified at ML6 or higher the incumbent and their immediate supervisor may be interviewed by mutual agreement. "

Article 2.10 Time Off for Union Business- Delete wording in Clause (a)4:

"Without Pay ...up to three employee on a bargaining committee to carry on negotiations with the Employer; however,..."

The rest of this clause is maintained: *" the Union reserves the right to use up to three additional persons for technical information or advice, who shall also be covered by the provisions of this clause."*

This is a housekeeping change, it should have been deleted when Article 2.10 b) was negotiated which states: *"With Pay-leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer."*

Article 11.1 Seniority Defined-Delete only the wording that references regular employees working in the Public Service as of June 30 1974. There are no employees at BPCPA that this clause applies to.

"Regular Employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date."

Article 12.1 Postings-(i) add wording to clarify the other provision of the agreement (Article 29) that references how temporary vacancies are filled.

"Temporary Vacancies of not more than seven (7) months in duration shall be filled in accordance with Article 29 and any other relevant provisions in this agreement."

Article 12.10 Rehabilitation Committee-Clause (b) change reference to "Appendix 2 Part ~~IV~~ Rehabilitation" to: "Appendix 2 Part III-Rehabilitation" Housekeeping change-it was numbered incorrectly.

Article 16.2 Authorization and Application of Overtime- Delete reference to the Public Service Component Agreement because it no longer applies to BPCPA, but add the current practice that is described in the original Component Agreement language to ensure the rights are maintained additional changes are bolded:

"(c) *The method of compensation for overtime shall be as follows: ~~in accordance with the Component Agreement.~~*

General Provisions

- (1) Employees shall have the option of being compensated for overtime in cash or compensatory time off **or a combination of both.**
- (2) If the employee elects to take compensatory time off, such time off shall be scheduled by mutual agreement within 60 days from it being earned.
- (3) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the 60 days, to receive cash payment for such unscheduled compensatory time off.
- (4) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in which the employee opts for cash payment pursuant to (a) or (c) above, as the case may be.
- (5) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time **within 90 days of the calendar year** prior to the end of the ~~fiscal year~~. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year or upon termination, whichever occurs earlier."

Article 18.1 Annual Vacation Entitlement-in a previous round of bargaining we achieved an additional day of vacation in the 5th year and that change was not made to the final agreement so this is only a housekeeping change to fix that.

"(b) *A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:*

<u>Vacation Years</u>	<u>Workdays</u>
<i>First to Second</i>	<i>16</i>
<i>Third.....</i>	<i>17</i>
<i>Fourth</i>	<i>18</i>
<i>Fifth.....</i>	<i>19 <u>20</u>"</i>

Article 22.15 Training Program for Occupational Health and Safety Committee Members

Delete the wording referencing the Provincial Government Bargaining Unit and its committees and processes.

~~(a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the training program jointly developed by the Joint Committee BCGEU Joint Occupational Health and Safety Committee Course training program. Amendment of course material when required shall be by mutual agreement only between BPCPA and the Union.~~

~~(d) The training shall be carried out jointly by teams of qualified union and employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.~~

~~(e) Union instructors shall be selected by the Union.~~

Article 27.10- Isolation Allowance

Delete the wording referencing the Provincial Government Bargaining Unit that no longer applies to BPCPA.

~~"(a) An isolation allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 4—Biweekly Pay Conversion Schedule Isolation Allowance.~~

~~(b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Allowances and the revised point ratings resulting from the general review carried out by the Committee based on the 1976 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in (c) below.~~

~~(c) The Joint Committee on Isolation Allowances will make a general review of the point ratings assigned each location based on the 1991 census and submit its report to the Principals not later than March 31, 1995.~~

~~(d) Current employees in locations, the point ratings of which are reduced below 11 points as the result of the above review or, as a result of the review pursuant to (e) below, will continue to receive, until March 31, 1995, the amount of allowance they were receiving prior to the review. Effective April 1, 1995 and each April 1 thereafter, the amount of allowance will be reduced by 20% of that amount while they remain employed at that location.~~

~~(e) The Committee established in (c) above shall review alternatives to the existing isolation allowance and make recommendations to the bargaining Principals that ensure that issues related to recruitment, retention and isolation are reviewed within funding available.~~

~~(f) Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time spent on this Committee."~~

Article 27.30- Standby

Delete the wording referencing the Provincial Government Bargaining Unit that no longer applies to BPCPA.

~~(b) For employees in Forest Service warehouses, the Employer agrees to give at least 48 hours' notice of standby assignment.~~

Appendix 1A and 1B-Salary Grid

The language is now outdated and is no longer relevant.

~~"1. As of April 1, 2001, new employees will be placed in Agreement Appendix 1A and will utilize all steps of the range within their grid level.~~

~~2. Employees on staff March 31, 2001, will be placed in Agreement Appendix 1B and will utilize all steps of the range within their grid level.~~

~~3. Commencing April 1, 2001, employees in classifications above Grid 12 and who are at or attaining Step 3 of the range as specified in Appendix 1B shall be placed at the identical salary of Appendix 1A at Step 5 on April 1, 2001, or on the date they attained Step 3, whichever is later.~~

~~4. Effective April 1, 2001, all substitutions, promotions or reclassifications will utilize Appendix 1A.~~

~~Effective the date of ratification, all classifications below range 13 of the Agreement salary schedules, Appendix 1 will utilize a 5 step grid as set out in the attached schedule.~~

~~1. Employees hired after the date of ratification, will be placed in Agreement Appendix 1A and will utilize all steps of the range within their grid level.~~

~~2. Employees in classifications below Grid 13, who are on staff as of the date of ratification, will be placed in Agreement Appendix 1B and will utilize all steps of the range within their grid level.~~

~~3. Commencing the date of ratification, employees in classifications below grid 13 and who are at or attaining Step 3 of the range as specified in Agreement Appendix 1B shall be placed at the identical salary of Agreement Appendix 1A at Step 5 on the date of ratification, or on the date they attain Step 3, whichever is later.~~

~~4. Effective the date of ratification, all substitutions, promotions or reclassification will utilize Agreement Appendix 1A.~~

~~5. Special Employment Program classifications (e.g., Youth Employment Program) shall maintain the single rate.~~

~~6. If the date of ratification, is not the first day of a pay period, implementation will occur on the first day of the pay period following the date of ratification."~~

Appendix 1F-Special Employment Program Rates

Delete the wording referencing the Provincial Government Bargaining Unit that no longer applies to BPCPA.

~~"First Nations Forest Technicians Training Program;
Provided at Nicola Valley Institute of Training from 4-6 months."~~

Appendix 4- Biweekly Conversion Schedule Isolation Allowance

Delete the wording referencing the Provincial Government Bargaining Unit that no longer applies to BPCPA.

APPENDIX 4

Biweekly Conversion Schedule Isolation Allowance

Based on \$6.50 per point per month

Points	Biweekly Rate
11.....	32.89
12.....	35.88
13.....	38.87
14.....	41.86
15.....	44.85
16.....	47.84
17.....	50.83
18.....	53.82
19.....	56.80
20.....	59.79
21.....	62.78
22.....	65.77
23.....	68.76
24.....	71.75
25.....	74.74
26.....	77.73
27.....	80.72
28.....	83.71
29.....	86.70
30.....	89.69
31.....	92.68
32.....	95.67
33.....	98.66
34.....	101.65
35.....	104.64
36.....	107.63
37.....	110.62
38.....	113.61
39.....	116.60

Memorandum of Understanding #8-Priority Placement and Employment Equity

Delete reference to the Public Service Act and other non-applicable references.

"Re: ~~Priority Placement and Employment Equity...~~

In order to meet the above objectives ~~and those in Section 2 of the Public Service Act and to redress existing employment imbalances and disadvantages BPCPA may use remedial measures such as:~~"

Memorandum of Understanding #18-The Introduction of Grid 33 to the Public Service Job Evaluation Plan

Delete: The language is now outdated and is no longer relevant as Grid 33 is already in the plan.

"Re: ~~The Introduction of Grid 33 to the Public Service Job Evaluation Plan~~

~~The parties agree that a Grid Range 33 will be added to the Public Service Job Evaluation Plan effective April 1, 2007.~~

~~Grid 33 will encompass all positions with a cumulative point rating of greater than 1044 points.~~

~~All positions currently rated at 1045 points and greater will be reclassified to Grid 33. The salary range for Grid 33, prior to the adjustments scheduled for this Agreement, shall be:"~~

Letter of Understanding #6-Article 13.5 Joint Committee

Delete reference to Public Service agency in the process to find a position for laid off employee rejected on subsequent probation.

~~"4) The job search will be coordinated by Workforce Restructuring Services, Employee Relations Division, BCPSA and will keep the Joint Committee apprised of placement efforts."~~