

COMPONENT 1 – CORRECTIONAL AND SHERIFF SERVICES

Your component negotiating committee met with the Employer during the weeks of February 15-19, 2010 and February 22 – 26, 2010. Although we were restricted by the Liberal Government's net-zero compensation mandate and a very difficult employer, we were able to negotiate some improvements to the Component Agreement and are able to recommend acceptance and ratification of the changes made to your Agreement. We are also able to report that there were no concessions made to any of the Employer proposals other than non-substantive housekeeping language changes.

3.2 Local Union-Management Committee

(d) (6) Procedure for rotation through work groups, considering seniority, within classifications. **(See Letter of Understanding re Article 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 2.3. Separate vacation schedules shall be posted for each classification. For the purpose of this Article there shall be the following classification:

- (1) Security Officer and Correctional Officer
- (2) Instructor ~~and Instructor/Supervisor~~
- (3) ~~Principal Officer and~~ Senior Correctional Officer

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-proof jacket**

4 slacks

3 slacks (work) (camp and ~~gang~~ **work program officer only**)

1 fleece jacket, ~~vest~~

7 shirts – long or short sleeve

2 ties

2 pairs footwear (shoes or ankle boots) as selected by the employee

1 pair boots (work)

1 belt

1 cap (ball type)

1 cap (dress)

1 cap cover

7 pairs of socks (regular issue or work socks)

1 set name tags for issued articles

~~1 parka or raincoat~~

Youth Custody

1 jacket (~~patrol or fleece/liner/bomber~~) **water-resistant jacket with fleece liner**
1 coat (parka, shell and liner) – **(PGYCS only)**
4 pants (~~gang or cargo~~)
1 shorts (generic or cargo)
1 sweater (long sleeve or vest)
7 shirts (short or long sleeved, ~~poly~~**poly**/cotton blend)
2 footwear (boots or runners)
1 pair work boots **(work program staff only)**
1 belt
1 ball cap (cotton, supplied by centres)
7 pairs of socks

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.~~

Camp, **outdoor work program officers** ~~gang~~ and prowl officers shall be issued a parka. All other regular employees may substitute a raincoat for the parka issue.

Each there thereafter seven pair of socks.

(b) *Initial Issue (Auxiliary Employees)*

Adult Custody

1 ~~bomber~~ **water-proof jacket**
1 **fleece jacket**
4 slacks – one must be dress, remainder cargo or work (camp and **work program gang** officer 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) (**camp and work program officer only**)
1 belt
1 cap (ball type)
1 cap (dress)
1 cap cover
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 Correction Centre and Alouette Correctional Centre for Women)~~

Youth Custody

1 **water-resistant jacket with fleece liner**
1 **coat (parka, shell and liner – PGYCS only)**
2 pants (~~gang or 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 (**work program staff only**)
1 belt

**1 ball cap (cotton, supplied by centres)
7 pairs socks.**

12.4 Cleaning

- (a) The Employer will be responsible for:
- (1) Drycleaning
 - Annual: parka, raincoat, bomber jacket dress tunic
 - Monthly: four pairs of slacks
 - (2) Laundering as required – coveralls.

12.5 Allowance

In areas where clothing is not issued, a payment of 40¢ per hour effective April 16, 2006 (maximum \$28.00 bi-weekly), effective April 1, 2007 – 45¢ per hour (maximum of \$31.50 bi-weekly), effective March 30, 2009 – 50¢ per hour (maximum of \$35.00 bi-weekly), effective March 29, 2009 – 55¢ per hour (maximum of \$38.50 bi-weekly) **Employees working in positions for which closing is not issued will receive a payment of 55¢ per hour (maximum of \$38.50 bi-weekly).** ~~will be made.~~

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

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

15.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, ~~2010~~ **2012**.

15. Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2010~~ **2012**, both parties shall be deemed to have given notice under this section on January 31, ~~2010~~ **2012** and thereupon Clause 15.3 of this article applies.

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

APPENDIX A Ministry Work Units

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 Unites

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).~~

APPENDIX C
Work Schedules

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

DEPUTY SHERIFFS – ADDENDUM

2.3 Split Shifts

(a) The Employer and the Union agree that employees will not be required to work split shifts except by mutual agreement of the parties.

(b) Where the Employer schedules a break longer than one hour, a premium shall be paid for all hours worked which shall be the greater of:

(1) Split shift premium of **55¢ per hour**. ~~40¢ per hour effective April 16, 2006; 45¢ per hour effective midnight April 1, 2007, 50¢ per hour effective midnight March 30, 2008; and 55¢ per hour effective midnight March 29, 2009.~~

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 \$26.50 per month **effective March 29, 2010**.

3.5 Clothing and Equipment Issue of 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 Shoes (Shoes or Ankle Boots)
2 Pairs Trousers	2 Ties
1 Cap and Badge	6 Shirts (3 short sleeves)
1 Plastic Cap Cover	12 Pairs Pantyhose or 6 Pairs Socks
1 water-proof jacket	1 Cold Weather Parka
1 fleece jacket	1 Badge & ID Case
2 Skirts	1 Pair Gloves
1 Belt	2 T-shirts

(Interior & North Regions as required)

1 Winter Cap (where required)
1 Bomber Jacket 1 Pair Overshoes (where required)
1 Pair Winter Gloves 1 Hand Bag

All Crests attached on issue of Jackets & Parkas

Each year thereafter – 12 Pairs Pantyhose 6 Pairs Socks
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 water resistant jacket and suitable liner Cold Weather Parka
6 Shirts (3 Short Sleeves)
(Interior & North Regions as required)

12 Paris 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 jackets for pregnant employees.

4.3 Vacation Schedule

(a) Completed vacation schedules will be posted by December 31st of each year. The schedule will be circulated commencing November 1st of each year.

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
- g. Port Hardy
- 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

4. Interior Region

- a. Cranbrook
- b. Kamloops
- c. Nelson
- d. Rossland
- 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	_____	Rossland
Kamloops	_____	Salmon Arm
Kelowna	_____	Smithers
Nelson	_____	Terrace
Penticton	_____	Vernon
Prince George	_____	Williams Lake

Lower Mainland Region

- 1. _____ Vancouver Law Court, North Vancouver, Richmond, 222 Main Street (Vancouver), Robson Square

Abbotsford, Chilliwack

New Westminster, Port Coquitlam, Lower
Mainland Regional Escorts, Surrey

Vancouver Island Region

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

LETTER OF UNDERSTANDING – WORK ENVIRONMENT

Re: ARTICLE 3

The parties agree as follows:

1. To include *work environment* as an agenda item for the Corrections and Sheriff Services Component Article 3.1 meetings.
2. *Work environment* agenda items that have established forums for discussion will be raised through those venues.
3. This Letter of Understanding will terminate on the expiration of the 15th Component Agreement.

LETTER OF UNDERSTANDING (Adult Custody Division only)

Re: CLAUSE 3.2(d)(6)

Objective of the parties:

To provide greater transparency to the post rotational structure, process and decision-making that maintains professionalism and contributes to a health working environment.

The parties agree as follows:

1. Each Article 3.2 committee will establish a local agreement that outlines the provisions for rotation through work groups, considering seniority within classifications.
2. The local chairperson or designated steward will sit on the placement meetings as an observer. The observer must be from the local correctional centre.
3. 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.
4. This Letter of Understanding (LOU) and the reference to the LOU in Article 3.2(d)(6) will both terminate on the expiration of the 15th Component Agreement.

Re: ARTICLE 12.1 SURPLUS PARKAS

The Employer confirms that surplus parkas (approximately 300) are stored at Prince George Regional Correctional Centre following the issuance of new waterproof jackets to correctional personnel. Outdoor work program officers will be issued a parka from this supply upon request. Other adult custody staff who provide a relief function for the outdoor work program officer will, upon request, be issued a parka from this supply for the duration of their relief.

Limited supplies of parkas may, at the discretion of the Employer, be issued or loaned to outdoor program officers at other Correctional Centres upon request.

Matters of dispute concerning the foregoing will be referred for resolution to the Joint Uniform Committee established under the Article 3.1 Committee.

Re: ARTICLE 12.1(a) YOUTH CUSTODY PARKAS

The Employer confirms that parkas will be made available upon request and as may be reasonably required, to Youth Custody staff at the Victoria and Burnaby Centres who are assigned to outdoor duties during their shift.

LETTER OF UNDERSTANDING RE: CLAUSE 4(b)

The parties agree to form a joint committee to establish a template guidelines governing substitution in the functional work groups within the Adult Custody Division.

The Committee will function as a sub-committee of the 3.1 Committee defined in Article 3 of the Correctional and Sheriff Services Component, and will consist of an equal number of management and union representatives.

The template will incorporate principles common to all adult correctional centres and will be recommended to local union/management committees for application to their structure and process for substitution opportunities as defined in Article 4(b) of the Correctional and Sheriff Services Component.

RE: 3.2(e) Medical Footwear

BC Sheriff Services commits to discussing Article 2.5.5 of the Sheriff's Policy Manual respecting therapeutic footwear at the next Article 3.1 Committee meeting. BC Sheriff Services further commits to discussing a similar proposal at the next round of component bargaining.

MEMORANDUM OF AGREEMENT

Re: Regular Part-time Employees Adult Custody Division

The parties agree to renew the Memorandum of Agreement re Regular Part-time Employees, Adult Custody Division, dated May 24, 2007, for the term of the 15th Master Agreement.

MEMORANDUM OF AGREEMENT

Re: Part-Time Regular Employees BC Sheriffs Division

The parties agree to new the Memorandum of Agreement re Part-time Regular Employees BC Sheriffs Division, dated January 30, 2009, for the term of the 15th Master Agreement.

MEMORANDUM OF AGREEMENT
Re: TRANSITIONAL APPOINTMENT

As discussed, the provision set out in Article 23 of the subject agreement has been satisfied and consequently the subject MOA dated May 30, 2005, is expired.

This letter will not form part of the Component Agreement.

RE: NAME TAGS

The Adult Custody Division agrees to replace existing uniform name tags with name tags that identify a staff member by their last name only. No first name initials will be used on uniform issued name tags. This will apply to the cloth name tags that are attached to the waterproof jackets and fleece vests currently issued under Article 12 of the Correctional and Sheriff Services Component Agreement. This process will also be applied to the uniform shirts issued to staff and will be replaced via the quartermaster system. That is, as uniform shirts require replacing the replacement shirts will have the last name only stitched on the article.

The Adult Custody Division will make every effort to replace the uniform issued waterproof jacket and fleece vest name tags within four months after the ratification of the 15th Master Agreement. The stitching on new shirts will be completed through the routine replacement of uniform shirts under the quartermaster system.

The above is the comprehensive list of all changes to the 14th Component Agreement. In addition, the parties have agreed to reformat the Component Agreement. There will be a general section that applies to all Correctional and Sheriff Services members, a Corrections only addendum and a Deputy Sheriffs only addendum. We believe this will make your Component Agreement more practical and easier to reference any particular concern or application.

Your negotiating committee is recommending that you vote in favour of this agreement.

In solidarity

Dean Purdy, Local 101
Mike Scott, Local 102
Peter Clegg, Local 103
Derrick Goodwin, Local 103
Ron McCabe, Local 104

Tony Tessari, Local 105
Robin Lajeunesse, Local 1011
Wiho Papenbrock, Regional Coordinator