

COMPONENT 6 – SOCIAL, INFORMATION & HEALTH

The Union told the Employer the relationship between the parties needs improvement in certain ministries. The Employer came to the table with no financial mandate and stressed the need for flexibility.

Employer proposals ranged from the deletion of Appendix 4 to restrictions on election of overtime options, changes to accommodation arrangements for career development opportunities and vacation scheduling language changes.

The Union rejected the employer proposals on Appendix 4, overtime restrictions, shared accommodation and countered with a vacation schedule proposal that will ensure better choices for members.

The bargaining committee is recommending acceptance of the 15th Social, Information and Health Component Agreement

The tentative agreement includes a number of gains, some understandings and housekeeping changes:

- The statutory holiday 70 hour work scheduling carryover clause has been moved to Clause 3.2(e) to ensure that members understand this option applies to work schedule language.
- Deletion of redundant Clause 7.2(b) which contained gender specific uniform language.
- Vacation schedules must be posted by March 1 of each year but can be changed by mutual agreement at the local level to no earlier than February 1 or no later than April 1.
- Vacation granted and commencing prior to the date of posting of the schedule is not considered a selection under Clause 8.2.
- Maintain current language on Appendix 4 – Workload.
- Language changes to Letter of Understanding #3 – Training for IT Workers that ensures the joint committee will meet to discuss training needs for Information Systems members and agreement on committee appointees.
- The parties renewed the Memorandum of Understanding creating the Article 29 Joint Subcommittee to focus solely on Community Corrections issues.

The Employer refused to consider changes to Appendix 4 language that would have allowed grievances to be filed if the clear steps are not followed by the Employer. The Union will monitor Appendix 4s closely to ensure that process problems are discussed and resolved.

Social, Information and Health Bargaining Committee:

Doug Kinna, Chair

Patty Turner

Sue Powell

Chris Dabrowski

Matt Salli

Sonya Haigh

Catherine Sullivan, Coordinator

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), (b), (c), (d) – maintain current language

(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.**

3.4 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 Work Day 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.

~~(b) — 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.~~

4.2 Work Schedules

Work schedules for employees who work rotating shifts shall be based on the following provisions:

(a) maintain current language

(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.

7.2 Uniforms

(a) maintain current language

~~(b) Female employees required to wear uniforms shall be provided with appropriately tailored pant suits at the employee's request.~~ **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.**

8.2 Preference in Vacation

(a) & (b) – maintain current language

(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 1** 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 1 or later than April 1. The vacation schedule will be circulated no less than 3 weeks prior to the schedule being posted.**

14.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, 2010~~12~~.

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 1, 2010~~12~~, but in any event no later than midnight, January 31, 2010~~12~~.

(b) Where no notice is given by either party prior to January 31, 2010~~12~~, both parties shall be deemed to have been given notice under this clause on January 31, 2010~~12~~ and thereupon Clause ~~16.3~~ **15.3** of this article 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 ~~Commissioner~~ **Head** of the ~~Public Service Employee Relations Commission~~ **BC Public Service Agency**.

LETTER OF UNDERSTANDING #3

Re: Training for IT Workers

This letter will confirm our understanding that the Employer ~~is prepared~~ **and Union will** to 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 **15th** Master or Social, Information and Health component agreement(s).

The Committee shall exist for no longer than the term of the **15th** Social, Information and Health component agreement.

Dated: February 3, 2006, **19, 2010**.