



Public Sector Bargaining 2022

BC GENERAL EMPLOYEES' UNION

Component 1 – Correctional and Sheriff Services

Tentative Agreement

Your Component negotiating committee met with the Employer the week of January 31 - Feb 4, 2022. We made significant progress in developing language to require JOHS risk assessments for all inmate escorts or default to two officers. We solidified the status of the Youth Custody Uniform Committee. We also managed to negotiate a fairer way of scheduling Sheriff vacations during primetime. Monetary improvements include the addition of Youth Custody in maintenance of work apparel language, and, the addition of footwear for medical reasons for Sheriffs.

We renewed the 40-hour work week letter, allowing discussions to continue going forward for Adult and Youth Corrections and Sherriff Services.

Your Component negotiating committee invites you to consider details of all changes below, and recommends acceptance and ratification of the Component Agreement as amended.

In solidarity

Dean Purdy, Vice President, Correctional and Sheriff Services Component

Shane Rush, Bargaining Committee Member

Edmund Quan, Bargaining Committee Member

Ira Kibbe, Bargaining Committee Member

Mehdi Salem, Bargaining Committee Member

Mike Swanson, Bargaining Committee Member

Andrew Stevens, Bargaining Committee Member

Danielle Vander Voort, Bargaining Committee Member

Dave Iorizzo, Bargaining Committee Member

Brittney Janecki, BCGEU Servicing Representative

RATIFICATION DOCUMENT

NINETEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

**B.C. GENERAL
EMPLOYEES' UNION (BCGEU)**

Representing employees of the

CORRECTIONAL AND SHERIFF SERVICES COMPONENT

Effective from April 1, 2014XXXX to March 31, 2019XXXX

GENERAL PROVISIONS
40-HOUR WORK WEEK LETTER

The Union and the Employer agree to renew:

June 8, 2018
Assistant Deputy Minister
BC Public Service Agency, Box 9404, Stn Prov Govt Victoria, BC V8W 9V1

Dear Mr. Davison:

Re: Clause 14.1 – Hours of Work
Correctional and Sheriff Services' Component

This will confirm our agreement to form a joint labour/management committee to discuss hours of work and scheduling for the Correctional and Sheriff Services' component and contemplate a 40 hour work week. The Parties also agree that the option of paid meals and breaks will not form part of these discussions. Any agreement to change the hours of work during the term of the 18th Main Agreement must be approved by the Public Sector Employers' Secretariat. Discussions will commence by the end of August 2019.

Yours truly, Mike Eso
Regional Coordinator BCGEU

**** During negotiations of the 19th Correctional and Sheriff Services Component Agreement, the parties discussed and agreed that this letter is in effect and does not currently have an end date. The parties agree this does not form a part of the component agreement.**

ARTICLE 3 - COMMITTEES

3.1 Joint Committee

(f) Areas where uniforms are issued;

(1) The parties agree to maintain individual sub-committees for Adult Custody, Youth Custody and Deputy Sheriffs to jointly consult on items arising under this provision.

ARTICLE 4 - SENIORITY LIST

The Employer shall maintain a classification seniority list showing the date each regular employee commenced employment in their present classification. An up-to-date classification seniority list shall be sent to the Union **upon request** prior to December 31 of each year. Classification seniority shall be by service seniority when two or more employees have the same classification seniority date.

The following procedure shall govern in the event that regular employees have the same service seniority:

(a) For regular employees where one or more has had service as an auxiliary employee and has not lost their auxiliary seniority prior to becoming a regular employee, the tie breaker for the regular employees with the same amount of seniority will be the amount of auxiliary seniority.

(b) ~~For regular employees with no previous service as an auxiliary employee or who lost their auxiliary seniority prior to becoming regular employees~~ **If prior auxiliary service does not break the tie**, the tie breaker will be a test of chance jointly administered by the ~~union steward~~ **local chairperson or their designate** and the supervisor for the work unit involved. **For clarity, when a regular employee is appointed to a position in a new work unit and has the same service seniority as one or more employees in that work unit, the new employee will be assigned to the seniority order among the tied employees by a test of chance jointly administered by the local chairperson or their designate and the supervisor for the work unit involved. The test of chance will be applied identically across all work units.**

(c) For Deputy Sheriffs, when a regular employee is appointed to a position in a new work unit and has the same service seniority as one or more employees in that work unit, the new employee will be assigned to the seniority order among the tied employees by the test of chance ranking administered to their recruit class. The test will be jointly administered by the local chairperson or their designate and a designate appointed by the Employer.

ARTICLE 9 - GENERAL CONDITIONS

9.6 Drivers' Licences

Where the Employer requires an employee to obtain **and maintain** a driver's licence other than a Class 5 driver's licence:

(a) The employee shall be granted leave with pay pursuant to ~~Master~~ **Main** Agreement Clause 20.7 to take required courses approved by the Employer and medical examinations required by the Motor Vehicle Branch to obtain **and maintain** the higher licence.

(b) The employee shall be reimbursed pursuant to ~~Master~~ **Main** Agreement Clause 20.7 for the full cost of courses approved by the Employer, examination fees, licensing fees and all other expenses

required by the Motor Vehicle Branch to obtain **and maintain** the higher licence. **This does not include the 5-year license renewal fee or ICBC Driver Improvement Programs.**

(c) Leave of absence with pay will be granted pursuant to ~~Master~~ **Main** Agreement Clause 20.6 for examinations required by the Motor Vehicle Branch to qualify for, **and maintain** the higher licence. Subject to operational requirements, the Employer will make available an appropriate vehicle for the road test.

(d) This article does not apply to employees who require drivers' licences other than a Class 5 in order to qualify on competitions for a lateral transfer or promotion.

ARTICLE 10 - TERM OF AGREEMENT

10.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, ~~2019-XXXX~~.

10.2 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, ~~2019 XXXX~~ but in any event not later than midnight January 31, ~~2019~~.

(b) Where no notice is given by either party prior to January 31, ~~2019-XXXX~~, both parties shall be deemed to have given notice under this section on January 31, ~~2019 XXXX~~ and thereupon Clause 10.3 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 Head of the BC Public Service Agency.

10.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into full force and effect April 1, ~~2014-XXXX~~.

CORRECTIONAL OFFICER PROVISIONS

The following shall apply to all employees who are incumbents in classifications in Correctional Services (Adult and Youth Custody).

ARTICLE 1 - COMMITTEES

1.1 Local Union Management Committee

(d) The Committee shall consider those matters which are referred to it by the joint Committee; and such other items as are of concern to the parties within the ministry work units including the following:

- (1) Jurisdictional area of stewards;
- (2) Number of stewards for each jurisdictional area;

- (3) For non-shift employees, scheduling of weekly daily hours (including starting and finishing times) as specified in Article 3 – Shift Patterns and Work Schedules;
- (4) For shift employees, scheduling of weekly and daily hours (including starting and finishing times) as specified in Article 3;
- (5) Provisions for scheduling lieu days;
- (6) Procedures for rotation through work groups, considering seniority, within classifications. For Adult Custody only see "Letter of Understanding" Re: Clause 1.1(d)(6);;
- (7) Locally relevant matters, issues and conditions, other than grievances, which are among the general matters established for the Joint Committee in the Main agreement.**

ARTICLE 5 – UNIFORM Issue

5.4 Maintenance of Work Apparel

(a) *Adult Custody and Youth Custody*

It is the responsibility of the employee to clean, launder and maintain all clothing issued and required to be worn by the Employer. 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 for such maintenance and repair.

ARTICLE 7 – ESCORTS (NEW ARTICLE)

In the event that a risk assessment is not performed, such as an emergency, escorts shall be performed by a minimum of two officers.

APPENDIX A Ministry Work Units

Ministry of Justice Public Safety and Solicitor General Corrections Branch (Adult Custody)

- 1. Prince George Regional Correctional Centre
- 2. Kamloops Regional Correctional Centre
- 3. Ford Mountain Correctional Centre
- 4. Alouette Correctional Centre for Women
- 5. Vancouver Island Regional Correctional Centre
- 6. Nanaimo Correctional Centre
- 7. Fraser Regional Correctional Centre
- 8. Surrey Pre-Trial Services Centre
- 9. North Fraser Pre-Trial Centre
- 10. Okanagan Correctional Centre**

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.

APPENDIX B Ministry Auxiliary Seniority Units

Ministry of Justice-Public Safety and Solicitor General Corrections Branch (Adult Custody)

1. Prince George Regional Correctional Centre
2. **Kamloops Regional Correctional Centre**
2. ~~Vancouver Island Regional Correctional Centre~~
3. Ford Mountain Correctional Centre
4. ~~Kamloops Regional Correctional Centre~~
4. Alouette Correctional Centre for Women
5. **Vancouver Island Regional Correctional Centre**
6. Nanaimo Correctional Centre
7. Fraser Regional Correctional Centre
8. Surrey Pre-Trial Services Centre
9. North Fraser Pre-trial Centre
10. **Okanagan Correctional Centre**

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 this agreement, the changes will be immediately reflected in Appendix B.

DEPUTY SHERIFFS PROVISIONS

The following shall apply to all employees who are incumbents in classifications in Deputy Sheriffs.

ARTICLE 3 - WORK CLOTHING

3.2 Uniforms

(a) Where the Employer requires the employee to wear distinctive or identifying clothing, the Employer shall provide such clothing.

(b) ~~Female employees required to wear uniforms shall be provided with appropriately tailored pant suits at the employee's request.~~ **The clothing and equipment in Article 3.5 shall be "stock sizing". Tailoring-to-fit where required shall be provided at the Employer's expense.**

NEW Footwear for Medical Reasons

- (a) Employees who are unable to wear the issued footwear due to medical reasons will be eligible for one pair of appropriate footwear or a therapeutic insert(s) upon production of a letter from a foot specialist (podiatrist) indicating the requirement to obtain specialized therapeutic footwear.
- Effective April 1, 2022 the maximum amount payable for either orthotics or therapeutic footwear will be \$170.00 (before taxes) per annum on a replacement basis.
 - Footwear or orthotics will be reimbursed consistent with Sheriff Services Policy.

ARTICLE 4 - ANNUAL VACATIONS

4.2 Preference in Vacation

~~(a)~~ Vacations shall be granted on the basis of service seniority within a classification series in the work unit.

~~(b)~~ (a) An employee shall be entitled to receive their vacation in an unbroken period. **For locations with 10 or more staff, the classification series shall be divided as follows:**

- (i) **Deputy Sheriffs; and**
- (ii) **Sergeants and Staff Sergeants.**

~~(c)~~ (b) 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.

4.3 Vacation Schedules

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

ARTICLE 5 - AUXILIARY EMPLOYEES

5.1 Auxiliary Seniority Units

Pursuant to Clause 31.5 - *Layoff and Recall* of the ~~Master~~ **Main** 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 JUSTICE-ATTORNEY GENERAL

Letter (Memorandum of Agreement re: Part-time Regular Employees – Adult Custody Division & Regular Part-Time Plus Employees Sheriffs Division)

The parties agree to renew the Memorandum of Agreement re Regular Part-Time Plus Employees – BC Sheriffs Division, for the term of the 19th Main Agreement.

The Parties agree to renew the Memorandum of Agreement re Part-Time Regular Employees – Adult Custody Division for the term of the 19th Main Agreement.

Letter of Understanding (new letter)

The parties agree with respect to the application of Correctional Officer Provisions Article 4(b) (second period) and Deputy Sheriffs Provisions Article 4.1 Prime Time Vacation Period, that:

The method for determining the minimum number of employees to be allowed vacation leave for each week or shift rotation shall be transparent and available to the local union and any employees affected.

****this letter does not form part of the component agreement but will remain in effect for the duration of the 19th agreement.**