

**THIRTEENTH COMPONENT AGREEMENT**

between the

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

represented by the

**PUBLIC SERVICE EMPLOYEE  
RELATIONS COMMISSION**

and the

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

representing employees of the

**SOCIAL, EDUCATIONAL & HEALTH  
SERVICES COMPONENT**

Agreement made this 1<sup>st</sup> day of April, 2001

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>ARTICLE 1 - PREAMBLE .....</b>   | <b>1</b>  |
| <b>ARTICLE 2 - COMPONENT RECOGNITION AND RIGHTS.....</b>                      | <b>1</b>  |
| 2.1 Time Off for Joint Union-Employer Business .....                          | 1         |
| 2.2 Union Representatives.....  | 1         |
| <b>ARTICLE 3 - HOURS OF WORK .....</b>  | <b>2</b>  |
| 3.1 Preamble .....  | 2         |
| 3.2 Work Schedules.....   | 2         |
| 3.3 Meal Periods .....  | 3         |
| 3.4 Scheduling of Lieu Days .....   | 3         |
| 3.5 Split Shifts.....   | 4         |
| 3.6 Work Location.....  | 4         |
| 3.7 Chaplains and Dietitians.....   | 4         |
| 3.8 Camp Field Crews .....  | 4         |
| 3.9 Compensation for Camping Programs.....                                    | 5         |
| 3.10 Standby .....  | 5         |
| <b>ARTICLE 4 - WORK SCHEDULES FOR EMPLOYEES WORKING ROTATING SHIFTS .....</b> | <b>5</b>  |
| 4.1 Application .....   | 5         |
| 4.2 Work Schedules.....   | 6         |
| 4.3 Split Shifts.....   | 6         |
| 4.4 Meal Periods .....  | 7         |
| 4.5 Days of Work.....   | 7         |
| 4.6 Work Location .....   | 7         |
| <b>ARTICLE 5 - OVERTIME COMPENSATION .....</b>                                | <b>8</b>  |
| <b>ARTICLE 6 - CAREER DEVELOPMENT.....</b>                                    | <b>9</b>  |
| 6.1 Purpose.....  | 9         |
| 6.2 Subcommittees on Education and Training.....                              | 9         |
| 6.3 *Professional Development .....   | 10        |
| 6.4 Exchange Programs .....   | 11        |
| 6.5 Equipment Demonstrations.....   | 11        |
| 6.6 In-Service Examinations .....   | 11        |
| 6.7 Preparation for Examination .....   | 12        |
| <b>ARTICLE 7 - WORK CLOTHING .....</b>  | <b>12</b> |
| 7.1 Protective Clothing.....  | 12        |

|   |  |           |
|---|--|-----------|
| 7.2   | *Uniforms .....                          | 12        |
| 7.3   | Union Label .....                        | 13        |
| 7.4   | *Maintenance of Work Apparel.....        | 13        |
| <b>ARTICLE 8 - ANNUAL VACATIONS .....</b>                           |  | <b>13</b> |
| 8.1   | Prime Time Vacation Period.....          | 13        |
| 8.2   | Preference in Vacation .....             | 14        |
| 8.3   | Vacation Schedules .....                 | 14        |
| <b>ARTICLE 9 - SAFETY AND HEALTH.....</b>                           |  | <b>15</b> |
| 9.1   | First Aid .....                          | 15        |
| 9.2   | Investigation of Safety Matters .....    | 15        |
| 9.3   | Safety Equipment .....                   | 15        |
| <b>ARTICLE 10 - ELIMINATION OF PRESENT<br/>CLASSIFICATION .....</b> |  | <b>16</b> |
| <b>ARTICLE 11 - AUXILIARY EMPLOYEES.....</b>                        |  | <b>16</b> |
| 11.1  | *Auxiliary Seniority Units .....         | 16        |
| 11.2  | Auxiliary Days of Rest.....              | 26        |
| <b>ARTICLE 12 - GENERAL CONDITIONS .....</b>                        |  | <b>26</b> |
| 12.1  | Supply and Maintenance of Equipment..... | 26        |
| 12.2  | Positions Temporarily Vacant.....        | 27        |
| 12.3  | Hosting Expenses .....                   | 28        |
| 12.4  | Emergency Survival Techniques .....      | 28        |
| 12.5  | Damage to Personal Property.....         | 28        |
| 12.6  | Personal Research.....                   | 28        |
| 12.7  | Copyrights.....                          | 29        |
| 12.8  | Oaths and Medical Examinations .....     | 29        |
| 12.9  | Temporary Assignment Travel .....        | 29        |
| 12.10   | Travel Conditions .....                  | 30        |
| 12.11   | Lockers.....                             | 31        |
| 12.12   | Vehicles .....                           | 31        |
| 12.13   | Expenses Within Headquarters Area .....  | 31        |
| 12.14   | Administration of Medication .....       | 31        |
| <b>ARTICLE 13 - ALLOWANCES.....</b>                                 |  | <b>31</b> |
| 13.1  | Trainees' Expenses.....                  | 31        |
| <b>ARTICLE 14 - DEPUTY SHERIFFS .....</b>                           |  | <b>32</b> |
| 14.1  | Uniform Issue .....                      | 32        |
| 14.2  | Firearms .....                           | 32        |

|  |           |
|--|-----------|
| <b>ARTICLE 15 - FORENSIC PSYCHIATRIC INSTITUTE</b>   |           |
| <b>ALLOWANCE</b> .....   | <b>33</b> |
| 15.1    *Security Areas and Allowances .....   | 33        |
| 15.2    Absences Affecting Allowances .....  | 35        |
| 15.3    Absence on Work-Related Injury .....   | 35        |
| 15.4    Prorating for Partial Month .....  | 36        |
| <b>ARTICLE 16 - TERM OF AGREEMENT</b> .....  | <b>36</b> |
| 16.1    *Duration .....  | 36        |
| 16.2    *Notice to Bargain.....  | 36        |
| 16.3    Commencement of Bargaining .....   | 36        |
| 16.4    Changes in Agreement .....   | 37        |
| 16.5    Agreement to Continue in Force.....  | 37        |
| 16.6    Effective Date of Agreement .....  | 37        |
| <b>APPENDIX 1 - Work Schedules - Maples Adolescent<br/>Treatment Centre Burnaby (Ministry of Health)</b> ..... | <b>39</b> |
| <b>*APPENDIX 2 - Clothing and Equipment Issue for<br/>Deputy Sheriffs</b> .....                                | <b>40</b> |
| <b>APPENDIX 3 - Hot Products and Special Apparel</b> .....   | <b>41</b> |
| <b>APPENDIX 4 - Workload</b> .....   | <b>42</b> |
| <b>APPENDIX 5 - Hours of Work - Systems Employees</b> .....  | <b>44</b> |
| <b>LETTER OF INTENT 1 - Recreational Use of Employer's<br/>Vehicles and Communication Facilities</b> .....     | <b>44</b> |
| <b>LETTER OF INTENT 2 - Security for Employees</b> .....   | <b>45</b> |
| <b>LETTER OF INTENT 3 - Ministry For Children &amp;<br/>Families</b> .....                                     | <b>45</b> |
| <b>*LETTER OF UNDERSTANDING #1 - Workload</b> .....  | <b>47</b> |
| <b>*LETTER OF UNDERSTANDING #2 - Workload</b> .....  | <b>47</b> |

NOTE: Changes to the **Twelfth** Component Agreement are indicated in the **Thirteenth** Component Agreement with **bold type** (except for **Headings**) or an asterisk (\*) where language has been deleted and no new text added.

## **ARTICLE 1 - PREAMBLE**

Subject to the provisions of the Master Agreement entered into between the Employer and the Union, the purpose of this Agreement is to set out the terms and conditions of employment applicable to employees included in the Social, Educational and Health Services Component defined in Appendix 3— *Classifications & Rates of Pay* of the Master Agreement.

## **ARTICLE 2 - COMPONENT RECOGNITION AND RIGHTS**

### **2.1 Time Off for Joint Union-Employer Business**

Where employees are appointed by the Union as Union representatives to joint Union-Employer Committees as specified in this Agreement they shall be granted leave of absence without loss of basic pay to attend such meetings.

### **2.2 Union Representatives**

(a) The Employer recognizes that in some circumstances it is difficult for the President or the paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or the President's designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one hour's duration. Attendance at such meetings shall be considered as time worked.

(b) The Employer may, upon written request from the President of the Union or the President's designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, seminar or conference sponsored by the Employer. Such permission will not be unreasonably withheld.

## ARTICLE 3 - HOURS OF WORK

### 3.1 Preamble

(a) The regular work week for employees covered by this Agreement shall consist of up to five consecutive days between Monday and Friday inclusive; however, the Parties recognize the Employer's right to establish the hours of operation and the Union's right to negotiate work schedules to meet the hours of operation in accordance with the provisions of this article.

(b) The regular work day shall consist of no more than nine hours per day (including authorized travelling time) exclusive of meal periods. Regular hours worked in accordance with this article shall total 35 hours per week averaged over a two-week period.

### 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) *Shift patterns*

- (1) Five days on/two days off;
- (2) Five days on/two days off; four days on/three days off;
- (3) Four days on/three days off.

#### (b) *Scheduling of Hours*

- (1) Starting and finishing times scheduled by mutual agreement.
- (2) Starting and finishing times unscheduled.
- (3) Starting and finishing times unscheduled around a mutually agreed core period.

(4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

In sub-paragraphs (2), (3) and (4) above, the starting and finishing times are subject to Clause 14.8—*Flextime* of the Master Agreement, and the Parties acknowledge that the employee shall choose their starting and quitting times in accordance with the aforesaid clause and the provisions in this clause.

(c) Any reasonable recurring combination of the above shift patterns may be implemented by mutual agreement provided that the relevant articles in the Master and Component Agreements are not contravened.

(d) A record of the employee's work schedule shall be maintained at the local level.

### **3.3 Meal Periods**

(a) Meal periods shall not exceed one hour in length and shall be scheduled as closely as possible to the middle of the shift.

(b) An employee shall be entitled to take their meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for subject to Article 5—*Overtime Compensation*.

### **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.

### **3.5 Split Shifts**

There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union.

### **3.6 Work Location**

Every employee covered by this Agreement shall be assigned, in writing, a work location. When an employee is temporarily assigned another work location, outside their headquarters area, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to their work location shall be considered as time worked.

### **3.7 Chaplains and Dietitians**

The regular work week for chaplains and dietitians shall consist of up to five consecutive days for a total of 35 hours per week averaged over a two-week period. The appropriate Sabbath shall be considered a normal work day for Chaplains.

### **3.8 Camp Field Crews**

(a) For the purpose of this clause, a camp field crew shall be any employee or group of employees who are on temporary assignment at a location removed from their regular headquarters to carry out a project of a fixed duration of over seven consecutive days.

(b) A camp field crew may be required to work seven hours per day continuously up to a maximum of 20 consecutive days.

(c) Upon completion of a temporary assignment or 20 days, whichever occurs first, camp field crew employees shall be compensated with three quarters of a day off with pay for each day on the temporary assignment.

(d) Camp field crew employees shall not work for more than 20 work days without compensation as outlined in (c) above, except by mutual agreement with the Union. Compensation for mutually agreed extra days shall be one day off with pay for each day on temporary assignment in excess of 20.

(e) Camp field crew employees shall be transported to and from their designated headquarters at the commencement and termination of each temporary assignment at the Employer's expense. Time spent in this travel shall be considered as time worked.

### **3.9 Compensation for Camping Programs**

Employees required to work in a 24-hour camp operation shall be compensated with one day off with pay for each 24-hour day spent in camp. The earned time off is to be taken upon commencement of the employee's next work day in addition to and in conjunction with the employee's normal days of rest.

### **3.10 Standby**

The Ministries will consult with the Union prior to initiating standby programs (involving regular employees) where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

## **ARTICLE 4 - WORK SCHEDULES FOR EMPLOYEES WORKING ROTATING SHIFTS**

### **4.1 Application**

The provisions of this article shall apply to employees who work rotating shifts.

## **4.2 Work Schedules**

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

- (a) Shift patterns shall be:
  - (1) five days on/two days off;
  - (2) four days on/two days off;
  - (3) four days on/three days off; or
  - (4) any reasonable recurring combination of the above.
- (b) Shifts shall be rotated on an equitable basis among the employees involved. Employees may only be frozen a specific shift by mutual agreement between the Employer and the Union.
- (c) Work schedules for the Maples Adolescent Treatment Centre shall be as outlined in Appendix 1.

## **4.3 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 (1) hour, a premium shall be paid for all hours worked which shall be the greater of:
  - (1) Split shift premium of 354 per hour; or
  - (2) The relevant shift premium.
  - (3) For employees employed as child care counsellors at Victory Hill Residential Program - Burnaby working split shifts the following provision shall apply:
    - (i) Split shift premium for hours worked in the morning;

- (ii) Afternoon shift premium for hours worked in the afternoon.

No employee shall receive both premiums.

#### **4.4 Meal Periods**

- (a) Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond to dining room facilities where such facilities are available.
- (b) Meal periods shall be a minimum of 30 and not more than 60 minutes in length as mutually determined by the Union's and the Employer's designated representatives at the local level. An employee shall be entitled to take their meal period away from the work station. Where this cannot be done, the time worked shall not exceed the scheduled work day or the applicable overtime rates shall apply.

#### **4.5 Days of Work**

- (a) Unless otherwise agreed to by the Component Bargaining Principals, no employee shall be scheduled to work more than five consecutive days.
- (b) Special camp programs of longer than five consecutive days but not more than 10 consecutive days duration may be agreed to between the Employer's and the Union's designated representatives, at the local level.
- (c) Employees required to work shifts shall receive a minimum of two consecutive days off within a seven-day period.

#### **4.6 Work Location**

- (a) Where employees are required to report to a central location in order to be assigned their work location, their shift shall commence from the time they are required to report for assignment.
- (b) Except in the case of temporary assignment for a duration of less than one month, and except in the case of

emergencies, the Employer shall give a regular employee two weeks' advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.

#### **ARTICLE 5 - OVERTIME COMPENSATION**

(a) An employee will be entitled to receive overtime compensation in accordance with Article 16—*Overtime* of the Master Agreement and:

(1) after the daily hours scheduled at the local level; or

(2) after 70 hours averaged over a two-week period for those employees designated by the Employer, pursuant to Clause 14.8—*Flexitime* of the Master Agreement; or

(3) for employees after the scheduled daily hours as outlined in Appendix 1—*Work Schedules, Maples Adolescent Treatment Centre, Burnaby (Ministry of Health)*.

(b) Employees shall have the option of receiving cash for overtime compensation or equivalent compensatory time off subject to (c) below.

(c) If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.

(d) At the end of each pay period, the employee shall indicate to the designated Ministry representative, the amount of overtime worked and the option of compensation elected. Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which overtime was worked.

(e) Historically, overtime has been accumulated and compensatory time off granted during the school holiday breaks for all employees at Victory Hill, and Child Care Counsellors in school based operations covered by this Agreement. The Parties agree that overtime worked during the periods of September-December, January-March, and April-June, may be accumulated and taken as compensatory time off during the school holiday breaks at Christmas, Easter and the months of July and August. Any overtime due on August 31st of each year shall be paid for in cash.

## **ARTICLE 6 - CAREER DEVELOPMENT**

### **6.1 Purpose**

(a) Both Parties recognize that changing legislation and policy, improved equipment, methods, and procedures may create changes in the job structure of this Component's work force. The Parties also recognize the need to provide employees with the opportunity for career development.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service offered to the citizens of British Columbia.

### **6.2 Subcommittees on Education and Training**

(a) Subcommittees on education and training may make recommendations to the Joint Committees on:

(1) In-service training needs and programs and training assistance.

(2) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications.

(3) Minimum training periods free from normal workload responsibilities.

(b) Whenever necessary, the Joint Committees may seek the advice of internal or external training resources.

### **6.3 \*Professional Development**

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, regular employees shall be entitled to up to 10 days leave with pay per year for the following purposes:

(1) To attend conferences or conventions related to the employee's field or specialization.

(2) To participate in seminars, workshops, symposia, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.

(3) In the case of chaplains, professional development shall include activities of the employee's religious denomination which are necessary to the maintenance of the employee's credentials.

**(4) A maximum of two (2) of the ten (10) Professional Development Days shall be available to undertake research of work related topics approved by the supervisor. Scheduling shall be by mutual agreement.**

**A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.**

(b) Professional development leave shall not be cumulative.

(c) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.

(d) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.

(e) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.

(f) Where an employee participates in pre-approved professional development activity, pursuant to this Clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

#### **6.4 Exchange Programs**

The Employer agrees that exchange programs between the Public Service of British Columbia and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

#### **6.5 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee shall, upon approval of their application, be entitled to attend such demonstrations, conferences or seminars. Time spent in travel and in attendance will be considered as time worked.

#### **6.6 In-Service Examinations**

Employees shall be permitted to write any in-service examinations required by the Employer upon completion of the necessary terms of service and/or upon completion of the required in-service training program. Employees who fail to

successfully complete any in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the first available opportunity after completion of a further six months service.

#### **6.7 Preparation for Examination**

Where work loads permit, employees shall be granted reasonable time during the regular work day to prepare for examinations held by the Employer and to complete courses offered by the Employer. The Parties recognize, however, that the employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

### **ARTICLE 7 - WORK CLOTHING**

#### **7.1 Protective Clothing**

(a) The Employer shall continue to provide all wearing apparel and/or protective clothing presently issued to employees. Changes in present issue shall be by mutual agreement between the Parties except where such changes are the result of changes in the nature of the employee's job that precludes the need of such clothing.

(b) Protective clothing required for work under abnormal conditions may be made generally available. This is not intended to mean that protective clothing may not be individually assigned to an employee where the situation dictates. This provision is not intended to apply to clothing normally worn to and from work.

#### **7.2 \*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.

(c) \*Changes in **clothing and personal equipment issue for Deputy Sheriffs** shall be made only after consultation between the Parties.

(d) 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.

### **7.3 Union Label**

All uniforms and clothing issued by the Employer shall, wherever possible, be Union made and bear a recognized Union Label.

### **7.4 \*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 **\$23.50 per month effective April 1, 2001, \$24.00 per month effective March 31, 2002, and \$24.50 per month effective March 31, 2003**, for such maintenance and repair.

(b) **Dry cleaning or laundering which is required as a result of an unusual incident occurring while on duty shall be the responsibility of the Employer.**

## **ARTICLE 8 - ANNUAL VACATIONS**

### **8.1 Prime Time Vacation Period**

(a) Subject to the provisions of this article, it is the intent of the Parties that no employees shall be restricted in the time

of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period of May 1st to September 30th, inclusive, which shall be defined as prime time vacation period.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period if they so desire.

## **8.2 Preference in Vacation**

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

(b) An employee shall be entitled to receive their vacation in an unbroken period.

(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.

## **8.3 Vacation Schedules**

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

(b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation

at the time of the employee's choice. If an employee is relocated by the Employer, they will be given the vacation time previously selected.

(d) In accordance with Clause 18.3(e)—*Vacation Scheduling* of the Master Agreement vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

## **ARTICLE 9 - SAFETY AND HEALTH**

### **9.1 First Aid**

In addition to the requirements of the Workers' Compensation Board, wherever three or more employees are required to work in an isolated location, one of the employees shall, whenever possible, hold a valid Occupational First Aid Certificate.

### **9.2 Investigation of Safety Matters**

(a) An employee who is a member of a Local Occupational Health and Safety Committee and who has been authorized by that Committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.

(b) Investigation of safety matters pursuant to Clauses 22.3(c)(2)—*Joint Occupational Health and Safety Committee*, and 22.5—*Investigation of Accidents* of the Master Agreement by an employee shall be without loss of basic pay. The employee shall be designated pursuant to the Workers' Compensation Board Act.

### **9.3 Safety Equipment**

The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

**ARTICLE 10 - ELIMINATION OF PRESENT  
CLASSIFICATION**

The Employer agrees to consult with the Union prior to the elimination of any classification included in this Component.

**ARTICLE 11 - AUXILIARY EMPLOYEES**

**11.1 \*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 ABORIGINAL AFFAIRS**

By branch by geographic location

**MINISTRY OF ADVANCED EDUCATION, TRAINING  
AND TECHNOLOGY**

Vancouver

Victoria

- Deputy Minister's Office, Executive Staff,  
Communications, Policy Services Division
- Post Secondary Education Division

Balance of Province - by geographic location

**Information, Science and Technology Agency**

Vancouver

Victoria

**Balance of Province - by geographic location.**

## **MINISTRY OF AGRICULTURE FOOD AND FISHERIES**

Victoria

- Food Industry Branch
- Policy & Legislation Services

All other areas - by geographic location

### **BC Fisheries - by branch by geographic location**

#### **\*MINISTRY OF ATTORNEY GENERAL**

##### **Community Corrections**

Fraser Region

- Abbotsford
- **Central Monitoring Unit**
- Chilliwack
- Delta
- Hope
- Langley
- Maple Ridge
- Mission
- **Surrey North**
- **Surrey South/East**

Interior Region

- Ashcroft
- Castlegar
- Clearwater
- Cranbrook
- Creston
- Fernie
- Golden
- Kamloops
- Kelowna
- Lillooet
- Merritt
- Nelson
- Oliver
- Penticton
- Revelstoke
- Rossland
- Salmon Arm
- Vernon

Northern Region

- 100 Mile House
- Bella Coola
- Dawson Creek
- Fort St. John
- Prince Rupert
- Queen Charlottes
- Quesnel
- Smithers

- Hazelton
- Kitimat
- Mackenzie
- Prince George
- Terrace
- Vanderhoof
- Williams Lake

Vancouver Island Region

- Campbell River
- Courtenay
- **Duncan and Western Communities**
- Powell River
- Nanaimo and Parksville
- Port Alberni
- Port McNeil and Port Hardy
- South Island District  
**including Sidney**

Vancouver Metro Region

- Burnaby
- Coquitlam
- New Westminster
- North & West Vancouver
- Richmond
- Sechelt
- Squamish
- **Vancouver Court Office, Vancouver East and West**
- **Vancouver Sex Supervision Unit**
- **Vancouver Disordered Offender Unit**

**Court Services--Deputy Sheriffs**

Interior/Northern Region

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

Vancouver/Fraser Region

- Burnaby
- Chilliwack
- Coquitlam/Port Coquitlam
- Delta
- New Westminster
- North Vancouver
- Richmond
- Sechelt

- Langley
- Maple Ridge
- Matsqui
- Squamish
- Surrey
- Vancouver

Vancouver Island Region

- Campbell River
- Courtenay
- Duncan
- Nanaimo
- Port Alberni
- Port Hardy
- Powell River
- Victoria, Sidney & Western Communities

Human Rights Council

- Vancouver
- Victoria

Immigration Branch

- Vancouver
- Victoria

**B.C. MENTAL HEALTH SOCIETY**

- Riverview Hospital

**\*B.C. OIL AND GAS COMMISSION**

- **By geographic location**

**B.C. TRANSPORTATION FINANCING AUTHORITY**

- By geographic location

**\*MINISTRY FOR CHILDREN AND FAMILIES**

- Lower Mainland - by Region
- Maple Cottage Detox
- Willow Clinic
- Maples Adolescent Treatment Centre
- Vancouver and Provincial After Hours
- Lower Mainland After Hours (e.g. New Westminster)
- Victory Hill Residential Program for the Deaf -Burnaby

- Burnaby Youth Court Services/Inpatient Assessment Unit, Family Court Centre
- Willingdon Youth Detention Centre/Burnaby Custody Centre (including Burnaby Youth Specialized Unit, Burnaby Youth Secure, Burnaby Open)

\*Victoria

- **Headquarters by Division**
- **Capital Region**

The following locations are separate seniority units:

Kootenays

- |              |              |
|--------------|--------------|
| - Ashcroft   | - Kimberley  |
| - Castlegar  | - Lillooet   |
| - Clearwater | - Merritt    |
| - Cranbrook  | - Nakusp     |
| - Creston    | - Nelson     |
| - Fernie     | - Princeton  |
| - Golden     | - Revelstoke |
| - Invermere  | - Salmon Arm |
| - Kamloops   | - Trail      |

North

- |                  |                        |
|------------------|------------------------|
| - 100 Mile House | - Kitimat              |
| - Bella Coola    | - Mackenzie            |
| - Burns Lake     | - Masset               |
| - Chetwynd       | - McBride              |
| - Dawson Creek   | - Prince George        |
| - Dease Lake     | - Prince Rupert        |
| - Fort Nelson    | - Queen Charlotte City |
| - Fort St. James | - Quesnel              |
| - Fort St. John  | - Smithers             |
| - Granisle       | - Terrace              |
| - Hazelton       | - Vanderhoof           |
| - Houston        | - Williams Lake        |

Okanagan

- Grand Forks
- Kelowna
- Oliver
- Penticton
- Vernon

Vancouver Island

- Campbell River
- Courtenay
- **Duncan**
- Nanaimo/Ladysmith
- Parksville
- Port Alberni
- Port Hardy
- Powell River

Balance of province - by geographic location

**MINISTRY OF COMMUNITY DEVELOPMENT,  
COOPERATIVES AND VOLUNTEERS**

- **By branch by geographic location**

**\*MINISTRY OF EDUCATION**

Victoria

- Deputy Minister's Office, Executive Staff, Communications
- Management Services Division
- Educational **Support** Services, **Governance** Policy and **Finance**, Educational **Programs** Initiatives

Balance of province by geographic location

**MINISTRY OF EMPLOYMENT AND INVESTMENT**

- By branch by geographic location

**MINISTRY OF ENERGY, MINES AND MINISTER  
RESPONSIBLE FOR NORTHERN DEVELOPMENT**

- By branch by geographic location

**MINISTRY OF ENVIRONMENT, LANDS AND PARKS**

Environment - by branch by geographic location

Lands

- Lands Division by geographic location
- Survey and Resource Mapping by geographic location

Parks

- Victoria by Program
- Balance by geographic location

**\*MINISTRY OF FINANCE & CORPORATE RELATIONS**

Vancouver

Victoria

**\*Boards Commissions and Agencies**

- **Coordination of Agencies Boards and Commissions Branch**
- **LUCO/EAO by geographic area**
- **Environmental Appeal Board, Environmental Assessment Board, Forest Appeals Commission**
- **B.C. Assets and Lands (BCAL) by division by geographic area**

**MINISTRY OF FORESTS**

Victoria - by branch

Balance of province - by geographic location

**MINISTRY OF HEALTH**

- Forensic Psychiatric Institute, Forensic Headquarters
- Vancouver Forensic Clinic, Surrey/Fraser Valley Clinic, Surrey Pre-trial
- Balance by geographic location

Victoria

- Headquarters and Forensic Clinic

Balance of Province - by geographic location

**\*MINISTRY OF LABOUR**

Vancouver

- Workers' Compensation Review Board
- Labour Programs Division

Victoria

- Deputy Minister's Office, Executive Staff, Policy and Program Development Branch, Communications
- Labour Relations Division, Labour Programs Divisions
- **BC Gaming Commission**
- **Gaming Policy Secretariat**
- **BC Racing Commission**

Balance of Province - by branch by geographic location

**\*Industry Training and Apprenticeship Commission**

Vancouver

- ITAC Area A - **Headquarters**, Burnaby, Vancouver
- ITAC Area B - Coquitlam, Surrey, Cloverdale, Abbotsford

Balance of Province - by geographic location

**MINISTRY OF MULTICULTURALISM, HUMAN RIGHTS AND IMMIGRATION**

By branch by geographic location

**MINISTRY OF MUNICIPAL AFFAIRS**

By branch by geographic location

**OAK BAY LODGE SOCIETY**

**ROYAL BRITISH COLUMBIA MUSEUM**

**MINISTRY OF SMALL BUSINESS, TOURISM AND CULTURE**

Vancouver by Branch

Victoria by Branch

Balance of Province by branch and geographic location

**Liquor Distribution Branch** - by geographic location

**\*MINISTRY OF SOCIAL DEVELOPMENT AND ECONOMIC SECURITY**

Region 1

- Vancouver

Region 2

- North Shore Vancouver, Burnaby, Richmond
- Sechelt
- Squamish

Region 3

- Hope
- Mission, Abbotsford, Chilliwack (including Agassiz)
- New Westminster, Tri Cities, Maple Ridge

Region 4

- Delta, Langley, Surrey, White Rock

Regions 5, 6, 7 and 8 - the following locations are separate seniority units:

Kootenays

- Ashcroft
- Kimberley
- Castlegar
- Lillooet

- Clearwater
- Cranbrook
- Creston
- Fernie
- Golden
- Invermere
- Kamloops
- Merritt
- Nakusp
- Nelson
- Princeton
- Revelstoke
- Salmon Arm
- Trail

North

- 100 Mile House
- Bella Coola
- Burns Lake
- Chetwynd
- Dawson Creek
- Dease Lake
- Fort St. James
- Fort St. John
- Granisle/Houston
- Hazelton
- Kitimat
- Mackenzie
- McBride
- Prince George
- Prince Rupert
- Queen Charlotte City
- Masset
- Smithers
- Terrace
- Vanderhoof
- Williams Lake

Okanagan

- Grand Forks
- Kelowna
- Oliver
- Penticton
- Vernon

Vancouver Island

- Campbell River
- Courtenay
- Duncan
- Nanaimo/Ladysmith
- **and Parksville**
- Port Alberni
- Port Hardy
- Powell River
- Vancouver Headquarters - by branch
- Victoria Headquarters - by branch

## **Region 9**

### **TILLICUM AND VETERANS CARE SOCIETY**

- The Lodge at Broadmead

### **MINISTRY OF TRANSPORTATION & HIGHWAYS**

Victoria - by Branch  
Office of the Superintendent of Motor Vehicles  
Balance of Province - by geographic location

### **MINISTRY OF WOMEN'S EQUALITY**

By geographic location

#### **11.2 Auxiliary Days of Rest**

(a) Auxiliary employees hired on an "on-call" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on-call staff being available.

(b) Auxiliary employees who work the same number of consecutive full shifts at straight time rates as regular employees in the same classification covered by the same local Hours of Work Agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

## **ARTICLE 12 - GENERAL CONDITIONS**

### **12.1 Supply and Maintenance of Equipment**

(a) An employee shall not suffer loss in salary in the event that they cannot carry out their normal duties by reason of the

Employer failing to furnish or properly maintain equipment, machinery, supplies, or by reason of power failure or other circumstances occurring at the place of work.

(b) This clause shall not apply to short term relief personnel beyond the day of occurrence.

## **12.2 Positions Temporarily Vacant**

(a) The Employer agrees to make every reasonable effort to ensure that the work loads of employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave, in-service training, or any other reason.

(b) The Employer will make every reasonable effort to maintain a list of qualified on-call employees to provide vacancy coverage and to make every reasonable effort to backfill vacant positions.

(c) Where a position is temporarily vacant and no backfill is provided, the Employer will take such steps as may be necessary to ensure that workload is not unnecessarily increased.

(d) Where an employee is unable to complete assignments or fulfil other workload obligations and has received direction from the Employer as to how to proceed, responsibility for any consequences of complying with the direction will not rest with the employee.

(e) For purpose of substitution, first refusal shall be given to regular employees who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.

(f) Where a substitution opportunity arises pursuant to (e) above, the Employer will give consideration to offering the opportunity to regular employees in the headquarters area where the opportunity exists, provided the employees have given the Employer written notice of their interest to substitute and they meet the criteria established in (e) above.

The Parties recognize that it may not be appropriate for certain substitution opportunities to be offered to employees in a specific headquarters area. It is agreed that where the Employer determines that it is not operationally advantageous to select from these employees, the provisions of (e) above shall apply.

### **12.3 Hosting Expenses**

Where employees have guest speakers, recruiting officers, consultants, community relations personnel, or other non-service personnel at their work place in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

### **12.4 Emergency Survival Techniques**

The Employer shall provide courses or valid instructional material which teach essentials of emergency survival techniques for all employees who are required to work under isolated field conditions or camp situations. Such courses or instructional material are to be provided for all regular and auxiliary employees prior to commencement of their field assignments.

### **12.5 Damage to Personal Property**

Where an employee's personal property, excluding private automobiles, utilized in the performance of their duties is damaged by a client, patient, or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

### **12.6 Personal Research**

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be

borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

## **12.7 Copyrights**

(a)

(1) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.

(2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.

(b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on their own time, and copyright for such material shall be vested in the employee.

(c) Confidential information shall not be disclosed without written permission of the Ministry head.

## **12.8 Oaths and Medical Examinations**

When the Employer requires employees to take oaths, or undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

## **12.9 Temporary Assignment Travel**

(a) When an employee is assigned temporarily to a work site within the Province that is so far removed that they are unable to return to their designated headquarters at the end of each work day, the following conditions shall apply:

(1) Travel between their place of temporary accommodation and the work site shall be considered as time worked.

(2) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the work site at the end of each work week on the employee's time.

(3) Employees who choose not to return to their place of residence shall not receive the return air fare.

(b) (a) above does not apply to employees who participate in Ministry training programs as a condition of employment. In-service employees participating in such training programs shall be afforded the opportunity of returning to their headquarters for a weekend at the end of a two-week period at the Employer's expense. Travel shall be on the employee's time and accommodation expenses for the weekend period, if any, shall be the employee's responsibility. The Employer shall determine the mode of transportation to be taken by the employee.

#### **12.10 Travel Conditions**

(a) Employees required to travel outside the Province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the Province will be pre-authorized.

(b) Employees will be provided reasonable stopover time, where required, in view of fatigue occasioned by international travel.

(c) Hours of work for employees on travel shall not be more than seven hours per day exclusive of meal periods, or not more than 70 hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

### **12.11 Lockers**

Where employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers, which can be locked, shall be provided.

### **12.12 Vehicles**

If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

### **12.13 Expenses Within Headquarters Area**

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

### **12.14 Administration of Medication**

Employees required to administer injections or administer substances defined by the Narcotic Control Act shall be properly trained at the expense of the Employer.

## **ARTICLE 13 - ALLOWANCES**

### **13.1 Trainees' Expenses**

(a) Employees who are required by the Employer to participate in in-service training or orientation courses of a duration of 30 days or less shall be reimbursed for accommodation, meals, and travel expenses according to the provisions of the Employer's current travel expense regulations. Accommodation, board, and lodging allowances for employees required to attend in-service courses of a duration of more than 30 days shall be in accordance with the Employer's current regulations pursuant to Clause 27.15—

*Accommodation, Board and Lodging* of the Master Agreement. The provisions of this Clause do not apply to a new appointee to the Public Service where that employee is assigned to a training centre as their initial posting.

(b) Employees taking the Probation Officer Training Course, who have relocated from within the Public Service, shall have their headquarters area immediately prior to relocation considered to be their headquarters area:

(1) If the training centre is within the employee's headquarters area, the employee shall not be entitled to claim any expenses in connection with the training.

(2) If the training centre is outside the employee's headquarters area, the employee may claim actual vehicle and meal allowances in accordance with the Master Agreement.

## **ARTICLE 14 - DEPUTY SHERIFFS**

### **14.1 Uniform Issue**

Any concerns with respect to the issue of uniforms will be addressed at the local level by an ad hoc committee composed of no more than three representatives of the employees and three representatives of the Employer. Meetings of the committee shall occur within 10 work days of a request to meet. If matters are not resolved by the local level it shall be addressed by the representatives of the employees at the District level. Employees shall not suffer any loss of basic pay for time spent on such committees.

### **14.2 Firearms**

(a) Any Deputy Sheriff who is required by the Employer to carry a firearm in the course of their duties, shall have successfully completed an approved Firearm Training Course.

(b) The Employer shall bear the costs of maintaining the employee's proficiency pursuant to (a) above.

**ARTICLE 15 - FORENSIC PSYCHIATRIC INSTITUTE  
ALLOWANCE**

**15.1 \*Security Areas and Allowances**

(a) Subject to paragraph (b), the allowances provided for in this article shall be paid to full-time employees employed within the following areas or wards:

(i) Forensic Psychiatric Institute  
(Maximum Security - Wards R3 East and R3 West)

Allowance of one day's leave with pay per month to be scheduled by mutual agreement at the local level in conjunction with regular days of rest. Such leave must be taken and cannot be accumulated, carried over or paid in cash;

(ii) Forensic Psychiatric Institute  
(Medium Security - Wards R1 and R2 including dining room and dish room therein, and DHU)

Effective **April 1, 2001**, an allowance of **\$75** per month.

(iii) Maples Adolescent Treatment Centre (Closed Adolescent Treatment Centre)

Effective **April 1, 2001**, an allowance of **\$75** per month.

(b) Where a full-time employee has worked part of a month on Ward R3 and part of a month on a medium security ward, the employee shall receive the allowance appropriate to the ward on which the greater length of time was worked. Where an employee has worked an equal amount of time between Ward R3 and a medium security ward, the allowances for Ward R3 shall apply.

(c) Should no employee within this Component employed at the Maples Adolescent Treatment Centre become entitled to receive this allowance during the term of this Agreement, paragraph (a)(iii) shall be deleted.

(d) If, during the term of this Agreement, allowances identical to those delineated in paragraph (a)(i)-(iii) above are revised for another bargaining unit certified within the Public Service, the Employer shall revise the allowances in paragraph (a)(i)-(iii) on the same basis as agreed to for employees within the other certified bargaining unit. If another bargaining unit certified within the Public Service includes in their collective agreement forensic allowance for Juvenile Court Services employees, then such allowance will apply to such employees covered under this Agreement on similar dates.

**(e) The Forensic Allowance will be eliminated on the following basis:**

**(1) Forensic Psychiatric Institute (Maximum Security - Wards R3 East and R3 West)**

- effective March 31, 2002, the allowance identified in paragraph (a)(i) above will be converted to a cash payment of \$132.77 per month.
- effective March 31, 2003, the allowance will be reduced to \$66.47 per month
- effective March 31, 2004, the allowance will be entirely eliminated.

**(2) The allowance referred to in (a)(ii) and (a)(iii) above will be reduced in the following manner:**

- effective March 31, 2002, the allowance will be \$50.00 per month.
- effective March 31, 2003, the allowance will be \$25.00 per month.

- **effective March 31, 2004, the allowance will be entirely eliminated.**

## **15.2 Absences Affecting Allowances**

(a) Authorized absences of not more than five scheduled working days in a month shall not affect an employee's entitlement to the allowance. Should an employee be on authorized absence more than five scheduled working days in any month, the allowance shall be reduced on a pro rata basis. In such instances, the maximum security allowance shall be converted to a cash payment.

(b) No employee shall suffer any loss of allowance because of absence from their normal work site of five days or less due to temporary assignment by the Employer or due to absence from work for five days or less on Union business. An employee may combine the absences permitted in Clauses (1) and (2) without reduction of the allowance; except that an employee may not combine the Employer assignment and the Union business in the same calendar month under the provisions of Clause (2) without a prorated reduction in the allowance should the absences in Clause (2) exceed five working days.

(c) Employees entitled to and who take, the maximum security allowance of one additional day off shall not have the day charged against the five days valid absence permitted in Clause (1).

## **15.3 Absence on Work-Related Injury**

No employee shall suffer loss of forensic allowance because of absence from work due to a work-related injury. Employees in the maximum security area who are absent from work more than five days in a single month due to a work-related injury shall receive their allowance as extra pay.

#### **15.4 Prorating for Partial Month**

Regular part-time and auxiliary employees, and employees who commence or terminate employment during a month shall receive the appropriate allowance on a pro rata basis and converted to cash, except that any such employee who works 15 full-time days or more in the month shall receive the full allowance.

### **ARTICLE 16 - TERM OF AGREEMENT**

#### **16.1 \*Duration**

This Agreement shall be binding and remain in effect to midnight **March 31, 2004**.

#### **16.2 \*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, 2004**, but in any event, no later than midnight **January 31, 2004**.

(b) Where no notice is given by either Party prior to **January 31, 2004**, both Parties shall be deemed to have been given notice under this Clause on **January 31, 2004**, and thereupon Clause 16.3 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 Commissioner of the Public Service Employee Relations Commission.

#### **16.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 16.2, the Parties shall, within 14 days after the notice was given, commence collective bargaining.

#### **16.4 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

#### **16.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

#### **16.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

---

George Heyman  
President

---

Val Mitchell  
Commissioner

---

Debra Foster  
Component Chairperson

---

Ron McEachern  
Deputy Commissioner

---

Don Philpott  
Member

---

Philip Topalian  
Senior Labour Relations Officer

---

Mike Walden  
Member

---

Norm Macphee  
Labour Relations Officer

---

Doug Kinna  
Member

---

Ron Jetko  
Member

---

Coleen Sinclair  
Member

---

David Gellately  
Regional Coordinator

Dated: \_\_\_\_\_, 2001

**APPENDIX 1**  
**Work Schedules**  
**Maples Adolescent Treatment Centre**  
**Burnaby (Ministry of Health)**

The work schedule shall be as follows:

- (1) The scheduled work day shall be seven and one-half hours.
- (2) The meal period shall be one-half hour.
- (3) Overtime shall be paid after the scheduled daily hours.
- (4) Compensation for statutory holidays has been scheduled throughout the year.
- (5) Annual hours of work and annual vacation entitlement calculation shall be in accordance with Clauses 14.1—*Hours of Work* and 14.3—*Conversion of Hours* of the Master Agreement respectively.
- (6) Starting times for Child Care Counsellor 1's, 2's and 4's may be 0745, 0815, 1500, 1615 or 2400 hours.
- (7) Adjustments will be made by auditing each employee's work schedule at least four times a year for shortfall or overage.
- (8) The work schedule shall be a combination of shift patterns designed for Child Care Counsellor 2's and 3's to meet operational and training requirements, as mutually determined at the local level.

The Parties agree that a local committee, consisting of two Union representatives and two Employer representatives shall meet, at the call of either Party, to review and make recommendations regarding this Appendix to the Component Bargaining Principals.

**\*APPENDIX 2**  
**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)**

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| 2 Tunics                             | 2 Pairs Shoes (Oxford or Ankle)     |
| 2 Pairs Trousers                     | 2 Ties                              |
| 1 Cap and Badge                      | 6 Shirts (3 short sleeves)          |
| 1 Plastic Cap Cover                  | 6 Pairs Socks                       |
| 1 Cold Weather Parka<br>(Reg. 4 & 5) | 1 Badge & ID Case                   |
| 1 Bomber Jacket                      | 1 Winter Cap (where required)       |
| 1 Belt                               | 1 Pair Overshoes (where required)   |
|                                      | 1 Pr. Gloves or 1 Pr. Winter Gloves |

**2 T-shirts**

All Crests attached on issue of Tunics, Jackets & Parkas  
Each year thereafter - 6 Pairs Socks

**Deputy Sheriffs (Female)**

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| 2 Tunics                             | 1 Badge & ID Case                   |
| 2 Pairs Trousers                     | 1 Pr. Gloves or 1 Pr. Winter Gloves |
| 2 Skirts                             | 2 Pairs Shoes (Oxford or Ankle)     |
| 1 Hat and Badge                      | 1 Belt                              |
| 1 Plastic Hat Cover                  | 2 Ties                              |
| 1 Cold Weather Parka<br>(Reg. 4 & 5) | 6 Shirts (3 Short Sleeves)          |
| 1 Bomber Jacket                      | 12 Pairs Pantyhose or 6 Pairs Socks |
| 1 Winter Cap (where req'd)           | 1 Pair Overshoes (where required)   |
|                                      | 1 Hand Bag                          |

**2 T-shirts**

All Crests attached on issue of Tunics, Jackets and Parkas  
Each year thereafter - 12 Pairs Pantyhose or 6 Pair Socks.

**APPENDIX 3**  
**Hot Products and Special Apparel**

Archivist 1-4  
Economist 1-3  
Education Officer 2--(formerly classified Assistant Director of Curriculum Post-Secondary)  
Education Officer 3--(formerly classified Registrar, Correspondence Education)  
Education Officer 3--(formerly classified Supervisor Correspondence Education)  
Education Officer 3--(formerly classified Tourist Service Chairman)  
Education Officer 3--(formerly classified Student Placement Officer)  
Librarian 1-4  
Research Officer 1-5

1. No employee who falls within a classification herein described shall be required to handle any product declared by the B.C. Federation of Labour to be a "Hot Product".
2. If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the Employer to those employees who fall within the classification herein described.

## **APPENDIX 4**

### **Workload**

It is in the interest of the Employer and the employees that all employees are aware of their job expectations and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with Ministry Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil statutory and other obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Employer.

To assist in achieving the above objectives, the following procedures shall be utilized when an employee is of the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of their work demands. All participants in these procedures will act in a timely and expeditious fashion at each stage. Where the employee is not satisfied with the timeliness of the response at any stage, they may proceed to the next stage.

#### **Stage 1**

The employee shall discuss the matter with their direct supervisor and specify what work demands are causing them to be unable to fulfil the statutory and other obligations of their job. The direct supervisor will direct the employee as to the

manner in which the employee should proceed in order for the employee to carry out their assigned duties.

## **Stage 2**

If after the completion of Stage 1, the employee continues to hold the opinion that they are unable to fulfil statutory and other obligations to a client(s) because of the specified work demands, then the employee will advise their direct supervisor, in writing on the agreed form, of this fact, giving reasons and details of the work demands which give rise to the employee's continuing view that they are unable to fulfil the statutory and other obligations of their job. These details shall include identification of the specific legislative and other provisions which the employee believes they are unable to fulfil.

The direct supervisor will issue written direction to the employee within 14 days as to how the employee is to proceed in order for the employee to fulfil statutory and other obligations to a client(s). Responsibility for any consequences of complying with the direction will not rest with the employee.

## **Stage 3**

Should the employee continue to hold the opinion that they are unable to fulfil their statutory and other obligations after the completion of Stage 2, the employee may refer the matter, in writing, to a designated representative of the Ministry, who is excluded from the bargaining unit, who will direct such action as may be required to resolve the issue within 14 days. The employee will be provided with a copy of such direction in writing. Responsibility for any consequences of complying with the direction will not rest with the employee.

A copy of the employee's written submission, the supervisor's written response and the excluded manager's written direction will be forwarded to the Ministry's Article 29 Joint Committee and the Deputy Minister.

This Appendix is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Collective Agreement.

**APPENDIX 5**  
**Hours of Work - Systems Employees**

The Parties agree that a committee, consisting of two (2) Union representatives and two (2) Employer representatives shall meet, at the call of either Party, to review and make recommendations regarding hours of work for employees in the Social, Educational and Health Services Component employed in systems classifications.

Recommendations must be consistent with the terms of the Master Agreement and will be submitted to the Component Principals for approval.

Dated: August 18, 1998

**LETTER OF INTENT 1**  
**Recreational Use of Employer's Vehicles**  
**and Communication Facilities**

It is the intent of the Employer that where employees are required to obtain accommodation at a point distant from their place of residence, they will be permitted reasonable personal use of an Employer's vehicle, if available, during their nonworking hours.

The Employer recognizes the frequent isolation of some of the employees as a result of the nature and location of the Employer's operations. The Employer, therefore, agrees to permit reasonable personal use by employees in Appendix 3 of the communication facilities at the work site.

Dated: August 18, 1998

**LETTER OF INTENT 2**  
**Security for Employees**

It is the intent of the Parties that employees, in work stations where there is a potential for violence from outside Parties, shall pursue the matter through Local Occupational Health and Safety Committees.

Appropriate security systems shall be considered by the Local Occupational Health and Safety Committees. The Ministries affected shall use the information and recommendations from these Committees to continue, on an ongoing basis, the implementation of security systems, subject to such matters as:

- (1) physical structure of the offices
- (2) funding being available
- (3) priorities of facilities to be affected
- (4) type of system to be adopted
- (5) employer and employee wishes

Dated: August 18, 1998

**LETTER OF INTENT 3**  
**Ministry For Children & Families**

(1) **Audits**

(a) The Employer and the Union recognize that operational reviews and practice audits can contribute to improve the quality of service to the public and enhance employee performance.

(b) The Employer agrees that any audit or review will utilize the Ministry standards in place at the time of service to evaluate the quality of the work.

(c) The Employer agrees that data collected from audits or reviews is confidential and, subject to

requirements of applicable legislation, will only be released publicly in a manner that individuals are not identified.

(d) Should an individual need to be identified internally, or should corrective action be required, the standard of just cause will apply.

(2) **Training**

(a) Employees will be trained as required for new or significantly changed programs, services, procedures or protocols.

(b) The Ministry will advise the Union with as much advance notice as possible of the new or changed programs, services, procedures or protocols, in order that consultation may take place, where warranted.

(c) The employee will be advised, prior to training, of the required standard.

(3) **Provincial Legislation**

(a) No employee will be directed to act in contravention of any provincial statute or regulation.

Dated: August 18, 1998

**\*LETTER OF UNDERSTANDING #1  
Workload**

**This letter is to confirm, on behalf of the Employer bargaining committee, assurances made to your committee during the 12th Social, Education and Health Services Component negotiations.**

**Employees are expected to work their scheduled hours of work and to do so in an efficient manner. Employees should not work unpaid overtime hours to complete work they are unable to complete in their scheduled shift.**

**Dated: January 17, 2001**

**\*LETTER OF UNDERSTANDING #2  
Workload**

**This is to confirm the agreement of the Employer that the Ministry of Social Development and Economic Security, Article 29 Committee will conduct a workload analysis where the Committee has concluded that it would contribute to correcting conditions causing grievances and misunderstandings. The Committee will make appropriate recommendations. Consideration will include a determination of the level at which the analysis should occur, whether office by office, or an individual level, or generically.**

**Dated: January 19, 2001**

opeiu 378  
Comp6 Final.doc