

MEMORANDUM OF AGREEMENT
Between the
GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
Represented by the
BC PUBLIC SERVICE AGENCY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEE'S UNION (BCGEU)

Re: Part-Time Regular Employees – Adult Custody Division

The purpose of the Agreement is to address effective May 1, 2007 the employment status of:

- Employees on eligibility lists
- Existing part-time regular employees;
- Auxiliary employees;
- The terms and conditions of employment for regular "part-time plus" regular employees.

1. Employees on eligibility lists will be appointed as full-time regular employees effective May 1, 2007.
2. Part-time regular employees will become full-time regular employees effective May 1, 2007.
- 3(a). Auxiliary employees at May 1, 2007 who have completed 1827 hours worked in 33 pay periods will become regular full-time employees.


Assignments of regular seniority dates, will be the first of the month following the date on which the auxiliary employee qualified for benefits pursuant to Clause 31.9 of the Master Agreement. This will have no retroactive cost to the Employer.

- (b). Auxiliary employees at May 1, 2007 who have not completed 1827 hours worked in 33 pay periods will become regular "part-time plus" employees.

Assignments of regular seniority dates will be one calendar day apart, based on auxiliary seniority at May 1, 2007. The senior auxiliary employee will have a regular seniority date of May 1, 2007. There will be no retroactive cost to the Employer

4. The terms and conditions of employment for regular "part-time plus" employees will include:
 - (a) Regular part-time COs will have half-time regular status (i.e. 35 hours bi-weekly), with corresponding pay and benefits in accordance with the Master and Component Agreements. Pay and benefits will be pro-rated for additional straight time hours worked.

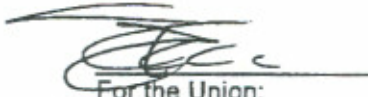
- (b) Regular part-time COs will earn regular service seniority beyond the 35 hours bi-weekly, for all additional hours worked at straight time rates, in accordance with Master Agreement Clause 11.1 – Seniority Defined.
- (c) Regular part-time COs will be recalled up to a total annual hours of work of 1827 hours in 26 pay periods.
- (d)(i) Regular part-time COs are subject to as-and-when-required recall, and shall be recalled and laid off, pursuant to Master Agreement Clause 31.5 – Layoff and Recall.
- (ii) All of Master Agreement Clause 31.5 applies to regular part-time COs, except for (c),(d),(k),(l),(m),(n-1-11),(o)(p)(q),(s).
- (iii) Regular part-time COs are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to 31.5 (e) and (f).
- (iv) Regular part-time COs who refuse work outside of their prescribed scheduled time periods, pursuant to Master Agreement Clause 31.5(e), will suffer no consequences except in emergency situations.
- (e) Exceptions to item (d)(iii) above will be in accordance with applicable Master Agreement leave and notice provisions for regular employees.
- (f) Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix 1 to this Agreement.
- (g) Subject to operational requirements, regular part-time COs will be prescheduled.
- (h) Implementation of this Agreement will be at no increased cost to the Employer, including but not limited to premiums or penalties attributable to regular part-time COs being recalled to additional work beyond half-time, such as Master Agreement Clauses 15.3 and 15.4.
- (i) STIIP benefits will be calculated in accordance with Master Agreement Clause 31.12(e), unless a regular part-time CO works a full-time schedule for any period in excess of two blocks and is subsequently unable to report to work due to illness or injury during the period of scheduled full-time work, and is entitled to benefits pursuant to Appendix 4. Such employee will have their STIIP benefit calculated on the basis of the full-time work. This calculation based upon full-time work will continue for the duration of the initial scheduled full-time assignment and thereafter will revert to a benefit based upon the Cos regular part-time status. (i.e. 35 hr bi-weekly).
- (j) Master Agreement Clause 14.2 does not apply to regular part-time COs.
- (k) Correctional and Sheriff Services Component Clauses 6.1(b),(c),(d),(g),(h),(i),(j), apply to regular part-time COs. The balance of Component Agreement Clause 6.1 does not apply to regular part-time COs.
- (l) The benefit level for LTD will be calculated on the basis of the formula outlined in Appendix #4, Clause 2.2 of the Master Agreement.

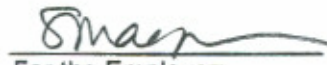
5. Where a person is appointed as a regular full-time employee through a competition, the next full-time appointment will be offered to the senior regular "part-time plus" employee in the subject center, ~~who is addressed by item 3(b) above.~~ 
6. This Agreement is to address the unique role of and services provided by the Adult Custody Division and is not intended to be a model or template for application outside the scope of the Adult Custody Division.
7. Unless otherwise stated in this Agreement, the Master and Component Agreements apply.
8. All grievances filed pursuant to Clause 31.1 of the Master Agreement prior to May 1, 2007, by employees of the Adult Custody Division are resolved and concluded by the application of this Agreement
9. Grievances filed pursuant to Master Agreement Clause 31.1 subsequent to May 1, 2007 and Master Agreement Article 12 by COs will be resolved in accordance with the terms of this Agreement, where possible.
10. Judi Korbin will have jurisdiction as arbitrator to adjudicate grievances as described in item 9 above.


This Memorandum of Agreement remains in effect for the term of the 14th Master Agreement


For the Union;
George Heyman, President


For the Employer;
Greg Wood, Director


For the Union;
Dean Purdy, Chair
Correctional & Sheriffs
Services Component


For the Employer;
Stephanie MacPherson
Deputy Provincial Director
Adult Custody Division


For the Union;
Jaynie Clark, Director

Dated: May 24, 2007