

1997 - 1999

COLLECTIVE AGREEMENT

between

THE VANCOUVER POLICE BOARD

and

TEAMSTERS, LOCAL 31

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THIS AGREEMENT made and entered into as of __ January 19 __.

BETWEEN:

VANCOUVER POLICE BOARD
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

TEAMSTERS, LOCAL 31
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the "*Labour Relations Code*" of British Columbia;
- B. The Union is the bargaining agent for the employees in a unit composed of employees of the Employer excepting:
- (a) members of the Vancouver Police Department including those qualified to become members of the Vancouver Police Union or Vancouver Police Officers' Association;
 - (b) Secretary to the Chief Constable;
 - (c) Executive Assistant to the Vancouver Police Board;
 - (d) Human Resource Secretary;
 - (e) Secretary to the Deputy Chief Constable, Support Services Division;
- and those excluded by the Labour Relations Code.

C. Sexual Harassment

The Employer and the Union recognize their respective obligations under the Human Rights Act and no form of discrimination under the Act will be tolerated in the workplace.

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

1. DEFINITIONS

The following terms defined in this Clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified and replace all existing definitions:

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clauses 1(a), 1(b) and 1(c).
- (e) "Department Head" means the Chief Constable or duly authorized designate.

2. TERM OF THE AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 1997 January 01 to 1999 December 31, both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the Labour Relations Code; or
- (b) the Employer lawfully locks out in accordance with the provisions of the Labour Relations Code; or

- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

3. UNION SECURITY

All employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union's Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights, there shall be no discrimination.

5. REMUNERATION

5.1 Salary Schedule

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Business Representative has been consulted.

5.2 Shift Differential

Employees shall be paid a shift differential of 75¢ per hour for all regular hours required to be worked more than one hour on either side of the normal hours of work as defined in Clause 11.1(b), provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift differential shall apply to the entire shift.

5.3 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period for the first day of which is nearest the calendar date of the pay adjustment. This Clause is not intended to interfere with the provisions of Clause 6.

5.4 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\text{hourly rate} \times \text{bi-weekly hours} = \text{bi-weekly rate (taken to 2 decimal places)}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar);}$$

5.5 Wages and Benefits of Regular Part-Time Employees and Auxiliary Employees

Wages and benefits for Regular Part-Time Employees and Auxiliary Employees are described in Clause 10.14 and Schedule "B" annexed hereto.

5.6 Premium Pay for Fluency in a Second Language

Designated employees in positions which the Employer requires the use of a second language, including sign language, shall be paid one (1) Pay Grade in addition to the classified rate for the position except where the class includes a requirement for more than one (1) language.

5.7 Court Time Schedule

Effective 1997 March 11:

Where an employee, in the course of employment, appears as a witness in a Court to give evidence (for the purpose of this Agreement the word "Court" includes Provincial Court, Traffic Court, Coroner's Court, Supreme Court, and Interview with the Prosecutor in preparation of case), the following provisions shall apply:

- (a) If an employee appears at Court at any time other than during the employee's regular working hours, the employee shall be entitled to overtime in accordance with Clause 8 and the following schedule:

- (i) For attendance at Court while on afternoon or night shift:

| | |
|-------------------|---------|
| Morning Session | 4 hours |
| Afternoon Session | 4 hours |

- (ii) For attendance at Court while on weekly leave:

| | |
|-------------------|---------|
| Morning Session | 7 hours |
| Afternoon Session | 7 hours |

If entitlement under Clause 8.1(c)(iii) exceeds Clause 5.7(a)(ii), the greater amount will be used.

- (iii) For attendance at Court while on annual leave:

| | |
|----------|-----------|
| Each day | 20 hours. |
|----------|-----------|

- (b) All witness fees, if any, received by an employee for appearing in a Court shall be paid to the Employer.

6. PAY FOR ACTING SENIOR CAPACITY

Effective 1997 March 11:

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except when:

- (a) the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position, in which case the next higher rate in the pay range of the senior position shall be paid;

- (b) the employee is at the top rate in their own scale, and 6(a) applies, acting assignments will be accumulated for purposes of increments (period to equal twelve (12) months) in the senior position, provided each assignment equals or exceeds one (1) pay period.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head.

7. SPECIAL ALLOWANCES

Transportation for positions requiring the employee to travel on the Employer's business will be paid as determined by the Employer.

8. OVERTIME, CALLOUT, STANDBY, AND MEAL BREAKS

8.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:
 - (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;

- (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(c).
- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 8.1(b) and 8.1(c).) An employee shall not take any compensating time off without first receiving the approval of the Department Head or the authorized representative of the Department Head, provided however that if all of the credited compensating time off has not been used by 31 August of the year next following the year in which the overtime was worked, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

8.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double the regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 8.2(b) an employee who is called back to work under this Section 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee

shall be paid at double the regular rate of pay for the time actually worked and an additional one (1) hour at double the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

8.3 Standby

The following provisions shall apply to all employees:

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 8.3 for the remainder of the standby time unless the remainder is not more than one-half ($\frac{1}{2}$) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ($\frac{1}{2}$) hour's pay at the rate provided in this Clause 8.3.

8.4 Meal Breaks

Effective 1997 March 11, employees shall be entitled to an unpaid meal break after two (2) continuous hours of overtime work.

9. VACATIONS AND PUBLIC HOLIDAYS

9.1 Vacations

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half ($1/2$) worked by December 31st;
- (c) During the second up to and including the seventh calendar year of service--fifteen (15) working days;
- (d) During the eighth up to and including the fifteenth calendar year of service--twenty (20) working days.
- (e) During the sixteenth up to and including the twenty-third calendar year of service—twenty-five (25) working days; and
- (f) During the twenty-fourth and all subsequent calendar years of service—thirty (30) working days;
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

PROVIDED THAT

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
 - if retiring prior to April 1st, they receive half of the usual annual vacation;
 - if retiring April 1st or later, they receive the full annual vacation.

- (k) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
 - (i) shall take at least fifteen (15) working days of such annual vacation during the year in which it is earned, and
 - (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(k) shall be twenty (20) working days.
- (l) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 10.10(e).
- (m) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

9.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 9.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 9.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

9.3 Public Holidays

- (a) Subject to Clause 9.3(b) and 9.3(c) the employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day,

Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the City Council to be a civic holiday.

PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamations of such governments do not proclaim the same day for the observance of such public holiday then the City Council shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay:

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the City Council shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay,

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay

in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the City Council.

- (ii) notwithstanding anything contained in this Clause 9.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the City Council may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the City Council in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the City Council and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the City Council.
- (b) Subject to Clause 9.3(c), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
- (i) if an employee whose duties normally require such employee to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided for in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday inclusive, such employee shall be paid the regular pay for the holiday and in addition thereto shall be entitled to compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday or pay in lieu of such compensating time; these holidays will apply to the employees aforesaid who are on weekly or annual leave but not if such employees are off duty without pay;
 - (ii) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 9.3(b), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on such day off;
 - (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Clause 9.3(b), shall not be treated as overtime except as provided in Clauses 8.1 (a), 8.1(b) and 8.1(c);

- (iv) for the purposes of this Clause 9.3(b) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (c) Whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 9.3(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.3(a) or 9.3(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or Sunday those employees referred to in Clause 9.3(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Clause 9.3(c) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 9.3(b) for working on a public holiday defined in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday.

- (d) An employee (except an employee governed by Clause 9.3(b)) who is required to work on a public holiday defined in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid at the regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on the holiday.

For the purposes of this Clause 9.3(d) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

10. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. Except as provided for in Clause 10.14, benefits for Regular Part-Time Employees are set out in Schedule "B" of this Agreement.

10.1 Benefit Administration

Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.2 Medical Coverage

(a) Medical Services Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying sixty percent (60%) (effective 1997 July 01, thirty percent (30%)) of the premium and the employees paying forty percent (40%) (effective 1997 July 01, seventy percent (70%)) of the premium.

(b) Extended Health Care Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$175.00 per person; \$200.00 per person effective 1998 January 01; \$250.00 per person effective 1999 January 01) payable per twenty-four (24) month period), coverage for hearing aids (\$700.00 maximum payable per person in a five (5) calendar year period, effective as soon as possible following 1998 January 01), orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$700.00 maximum payable per person in a calendar year, effective as soon as possible following 1998 January 01). Effective 1997 July 01, the Plan shall also include coverage for oral contraceptives, and mastectomy prosthesis-brassieres (2) immediately following surgery. The EHB lifetime maximum coverage under the Plan will be \$1 million per person. The Employer shall pay sixty percent (60%) of the premium and the employees shall pay forty percent (40%) of the premium for the Extended Health Care Plan. Effective 1997 July 01, the Employer shall pay one hundred percent (100%) of the premium.

10.3 Group Life Insurance

Temporary Full-Time Employees who have completed six (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic

annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premium. Effective 1997 July 01, the employee shall pay one hundred percent (100%) of the premium.

Note: Effective 1997 July 01, the Employer will arrange to adjust the Group Life Insurance policy to remove the \$1,000.00 paid-up coverage upon retirement for current employees. The Employer shall have the option of working out an arrangement with retirees to pay out a portion of the benefit.

The Employer will also seek to provide for an employee-paid optional Group Life plan which will allow employees to purchase additional units of Group Life insurance in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000).

10.4 Dental Services Plan

The Employer agrees to provide a Dental Plan for the benefit of Regular Full-Time Employees who have completed six (6) months of continuous service and Temporary Full-Time Employees who have completed twelve (12) months of continuous service which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees (effective 1997 July 01, to a maximum of \$1250.00 per person per calendar year).
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees (effective 1997 July 01, to a maximum of \$1250.00 per person per calendar year).
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees; the lifetime maximum shall be \$1500 (effective 1997 July 01, \$1750; effective 1999 January 01, \$2000) for dependent children and adults as defined by the Plan.
- (d) The premiums for the Dental Plan shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employees whose contributions shall be made by payroll deductions. Effective 1997 July 01, the Employer shall pay one hundred percent (100%) of the premium.

10.5 Same Sex Benefit Coverage

An employee who co-habits with a spouse (partner) of the same sex, and who has done so for a period of not less than six (6) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

10.6 Sick Leave and Gratuity Plan

Effective within three (3) months following 1997 March 11:

(1) Short Term Sick Leave Plan

- (a) Short Term Sick Leave shall be defined as the first six (6) days of each absence due to illness or non-occupational injury and shall not include an illness or accident resulting from an illness or accident on the job for which the employee is covered by Workers' Compensation payments.
- (b) Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees who are eligible for benefits shall be enrolled in the Short Term Sick Leave Plan and shall be eligible to receive the benefit effective the first day of the calendar month following the completion of three (3) calendar months of active employment. Eligible Regular Part-Time Employees shall receive the benefit on a prorata basis based on their core hours. Temporary Full-Time Employees shall not be entitled access to Short Term Sick Leave beyond their designated term of employment.
- (c)
 - (i) Notwithstanding paragraph 10.6(1)(g), the Short Term Sick Leave Plan shall provide for a benefit of six (6) days of sick leave at one hundred percent (100%) of pay per calendar year, non-accumulative. Once the six (6) days in a calendar year has been exhausted, employees shall be entitled to sick leave with pay on the basis of seventy-five percent (75%) of the employee's regular classified rate of pay. The Employer will fund the Short Term Sick Leave Plan.
 - (ii) Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness, an employee upon approval of the supervisor, may use up to two sick leave days with pay for this purpose (two (2) of the six (6) days with full pay).
 - (iii) Employees who have sick leave banks and wish to receive full pay, instead of sick leave days at seventy-five percent (75%), may use a day from their sick leave bank to replace the seventy-five percent (75%) day.

- (d) Classified rate of pay shall mean the employee's basic rate of pay excluding premiums. In the event an employee becomes ill during a temporary promotion, the employee shall receive Short Term Sick Leave benefits based on the rate of pay for the temporary promotion. If the employee continues to be ill beyond the expected duration of the temporary promotion, benefits will be based on the employee's regular classified rate of pay.
- (e) Subject to the approval from the Superannuation Commissioner, contributions to the Municipal Pension Fund will continue to be based on the employee's regular classified rate of pay. Benefit premiums shall continue to be paid based on the cost-sharing arrangements agreed upon for Medical, Extended Health, Group Life and Dental.
- (f) In the event of an injury that may qualify for Workers' Compensation, the employee will be paid from the Short Term Sick Leave Plan pending a decision by the Workers' Compensation Board. If the injury is determined to be compensable by the Workers' Compensation Board, then the Employer will be reimbursed monies equal to those funds received by the employee from the Short Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board.
- (g) An employee using the Short Term Sick Leave Plan for the 5th and all subsequent occurrences in a calendar year shall not be paid for the first day of each subsequent occurrence commencing with the 5th occurrence. Where an employee has an on-going medical condition which requires the employee to leave the work site on a regular basis to comply with a required treatment program for a medically certifiable condition, the loss of pay for these incidents may be waived. Where possible, such employees shall schedule their appointments to minimize the time absent from work.

(2) Medium Term Sick Leave Plan

- (a) Medium Term Sick Leave shall be defined as the next sixteen (16) continuous weeks of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave.
- (b) Regular Full-Time Employees and Regular Part-Time Employees who are eligible for benefits shall be enrolled in the Medium Term Sick Leave Plan and shall be eligible to receive the benefit effective the first day of the calendar month following the completion of three (3) calendar

months of active employment. Eligible Regular Part-Time Employees shall receive the benefit on a pro-rata basis based on their core hours.

Temporary Full-Time Employees, following three (3) months of active employment, shall be entitled to access the Medium Term Sick Leave Plan provided that such access does not extend beyond their designated term of employment.

- (c) The Medium Term Sick Leave Plan shall provide for seventy-five percent (75%) of the employee's regular classified rate of pay. The benefit will be reduced by the initial amount of a CPP disability benefit, if applicable.
- (d) Classified rate of pay shall mean the employee's basic rate of pay excluding premiums. In the event an employee becomes ill during a temporary promotion, the employee shall receive Medium Term Sick Leave benefits based on the rate of pay for the temporary promotion. If the employee continues to be ill beyond the expected duration of the temporary promotion, the employee's rate of pay shall be based on the regular classified rate of pay.
- (e) Subject to approval from the Superannuation Commission, Medium Term Sick Leave shall be considered an approved leave of absence and contributions to the Municipal Pension Plan will continue to be based on the employee's regular classified rate of pay. Benefit premiums shall continue to be paid based on the cost-sharing arrangements agreed upon for Medical, Extended Health, Dental and Group Life.
- (f) The initial credit of sixteen (16) weeks shall be reinstated in full immediately after an employee who has used any portion of the sixteen (16) week entitlement has actively returned to work for a continuous period of thirty (30) working days. Absences from work, such as but not limited to vacation and WCB, are not considered as active return to work.
- (g) Subject to paragraph (8), an employee who has a subsequent illness or non-occupational injury prior to having the sixteen (16) week credit reinstated shall be entitled to use the residual balance of such credit, if any, following which the employee shall be on unpaid sick leave until a total of sixteen (16) continuous weeks of Medium Term Sick Leave has been used at which time the employee shall be eligible to apply for Long Term Disability.

- (h) In the event of an injury that may qualify for Workers' Compensation, the employee will be paid from the Medium Term Sick Leave Plan after an absence of more than that covered by the Short Term Sick Leave Plan, pending a decision by the Workers' Compensation Board, for as long as the employee has Medium Term Sick Leave credits. If the injury is determined to be compensable by the Workers' Compensation Board, then the employee will pay back to the Medium Term Sick Leave Plan monies equal to those funds received from the Medium Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board. The Employer will deal with the Workers' Compensation Board in order to process any repayment to the Medium Term Sick Leave Plan.
- (i) The Employer will pay the full cost of the Medium Term Sick Leave Plan.

(3) Long Term Disability Plan

In the event of a conflict between the Collective Agreement description of the LTD Plan in paragraphs (a), (b) and (c) below, and the provisions of the carrier's Plan, the carrier's Plan shall apply.

(a) Definition of Disability

For purposes of the Long Term Disability benefit, "disability" means the inability, as a result of sickness or bodily injury, of an employee to engage in that employee's normal occupation for a period of up to two (2) years following a qualification period of seventeen (17) weeks.

After two (2) years, disability means the inability, as a result of sickness or bodily injury, of an employee to engage in any occupation or employment for wages or compensation, for which the employee is or can reasonably become qualified by education, training, or experience save and except that if the disability prevents the employee from earning the higher of 50% of the current regular monthly salary or 60% of the current entry level pay in the Agreement, the employee shall continue to be disabled until circumstances change. The reference to any occupation or employment is not restricted to this Employer.

- (b) Regular Full-Time Employees and Regular Part-Time Employees who are eligible for benefits shall be eligible for coverage under the Long Term Disability Plan in accordance with the rules, regulations and policy provided by the carrier and shall be eligible to receive the benefit effective the first of the month following completion of twelve (12)

calendar months of continuous active service. Provided however that the twelve (12) month eligibility period shall be extended by all time an employee is absent on Medium Term Sick Leave and the employee shall not be eligible for Long Term Disability coverage until such time as the employee accumulates twelve (12) months of employment excluding time absent on Medium Term Sick Leave. Eligible Regular Part-Time Employees shall receive the benefit on a prorata basis based on their core hours.

(c) Benefit

Pursuant to (b) above, following the expiry of the seventeen (17) weeks of coverage provided by the Short Term and Medium Term Sick Leave Plans, the following benefit shall be payable subject to the provisions of the Plan:

Upon approval by the carrier of an employee's application and upon receiving medical evidence satisfactory to the carrier, eligible disabled employees will receive a benefit which, will provide a benefit of

60% of the employee's regular classified rate of pay at the time of disability reduced by the initial amount of a disability pension granted by the Canada Pension Plan to the employee, not including benefits that may be payable as a result of the disability for dependent children.

Where the employee receives compensation from other sources as a result of a disability, including WCB, ICBC or any other disability benefit not privately contracted for, those benefits, when added to the disability benefit provided by this Plan, shall not exceed eighty percent (80%) of the employee's regular classified rate of pay at the time of disability.

Except as provided in paragraph (4), eligible employees will receive such benefit for a period of two (2) years providing that during such period the employee remains unable to engage in the employee's regular occupation.

Thereafter, eligible employees will continue to receive such benefit until eligible for an unreduced pension with a minimum of twenty (20) years' pensionable service under the Pension (Municipal) Act, age sixty-five (65), date of retirement, termination, recovery or death, whichever first occurs, provided

that the benefit will be payable only in the event that evidence satisfactory to the carrier is provided which indicates the employee continues to be unable to engage in any occupation.

- (d) Where there is a disagreement between the employee's physician and that of the carrier over whether an employee is eligible for LTD, a third independent physician will make a final decision and whomever the decision goes against shall pay the costs of the third party physician. The Employer and the Union shall decide on the third independent physician to make the assessment.
- (e) Subject to receiving approval from the Superannuation Commissioner, the period of Long Term Disability will be considered as pensionable service.
- (f) The Employee will pay the full premium for the Long Term Disability Plan. Benefit premiums shall continue to be paid based on the cost sharing arrangements agreed upon for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life for the first year of disability. In the case of Group Life, where there is a premium waiver, no premiums are payable. Thereafter the employee shall pay the full premiums for Medical, Extended Health, Dental and Group Life unless in the case of Group Life the premium has been waived.
- (g) An employee who has been granted a Long Term Disability benefit shall retain employee status only for the purpose of payment of benefits under the Long Term Disability Plan and shall not be entitled to accrue length of service for purposes of earning other benefits or perquisites such as but not limited to, seniority, vacation, public holidays, or increments.
- (h) Notwithstanding paragraph (g) above, where an employee returns to full-time employment within the two (2) year own occupation portion of the LTD Plan, the time on LTD will be included in calculating the employee's seniority and eligibility for future vacation entitlement only. Beyond the two (2) year own occupation portion, employees shall only remain employees for the purposes of receiving benefits under the Long Term Disability Plan, save and except they shall retain a residual right to apply for a vacancy as an internal applicant for a period not to exceed one (1) year from the date of total disability.
- (i) Where it is medically determined, while an employee is on Medium Term Sick Leave or in the 2-year portion of the Long Term Disability Plan, that the employee will never return to work, the employee will be

advised that their position will be posted and that if they were to recover then they would be entitled to return to a comparable position.

(4) Entitlement to Current Sick Leave Banks

All sick leave banks shall be frozen and employees shall not accrue any further sick leave credits on the date the new Sick Leave Plan commences. Employees shall have access to their accumulated banks as follows:

- (a) For as long as an employee has accumulated sick leave credits, such employee may use those days in place of days which are paid at seventy-five percent (75%).
- (b) When the employee's sick leave bank is exhausted, the employee, if qualified, shall begin to receive Long Term Disability benefits at the 60% benefit rate.

(5) Rehabilitation

Where an employee qualifies for Medium Term Sick Leave or Long Term Disability, the employee, if approved by a medical doctor, may be required to enrol in a retraining or rehabilitation program for alternate employment either with the Employer or an alternate Employer in order to remain eligible for coverage under the Plans. If an employee is receiving income from approved rehabilitative employment (pay), disability benefits will be reduced to the extent necessary to ensure the amount of disability income in combination with rehabilitation income does not exceed ninety percent (90%) of regular pay.

(6) WCB Benefits

In no case shall an employee who is in receipt of WCB temporary disability benefits as a consequence of any employment, be entitled to pay under any of the sick leave or disability plans described under items (1), (2), (3) or (4).

(7) Other Employment

Where an employee in receipt of either Sick Leave (both Short and Medium) or Long Term Disability, is gainfully employed in any capacity whatsoever, unless otherwise agreed or unless the employment is approved as rehabilitative employment, the employee shall not have access to any of the Sick Leave or Long Term Disability benefits.

(8) Recurrent Sick Leave

- (a) An employee who returns to work following an absence on sick leave pursuant to paragraphs (1), (2) or (3), and has a recurrence of the same illness or non-occupational injury within thirty (30) working days of returning to work, shall commence sick leave on the appropriate sick leave plan at the point reached prior to return to work.
- (b) A recurrence of the same illness or non-occupational injury after an employee has actively returned to work for a period longer than thirty (30) working days shall be considered to be a separate sick leave incident and the employee shall commence sick leave pursuant to item (1).
- (c) Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Sick Leave or Long Term Disability Plans.

(9) Certification of Illness or Disability

The Employer may require an employee to periodically provide medical certification at the employee's expense during the employee's illness, disability, or incapacity to work, or continuing illness, disability, or incapacity to work and the date when the employee is expected to be able to return to regular duties on a full or part-time basis. Such confirmation may be required in an acceptable form from the employee's physician or the Medical Consultants of the Employer. Failure to provide proper medical certification may result in the denial of Sick Leave or Long Term Disability benefits.

(10) Return to Work

Where the Employer has positions available and the employee's physician determines it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee's skill, knowledge, ability and medical condition, and where necessary posting and seniority requirements shall be waived.

(11) Transition in 1997 from Existing to New Sick Leave Plan

An employee who is on sick leave with or without pay at the time the new Sick Leave Plan commences shall be entitled to the provisions of the new Sick Leave Plan upon active return to work for ten (10) full working days, provided the employee has met the appropriate qualifying periods and further, provided that such employee shall not be eligible for coverage on the Long Term Disability Plan until such time as the employee has actively returned to work for a period

of sixty (60) continuous working days. Absences from work, such as but not limited to vacation and WCB, are not considered as active return to work.

(12) Gratuity Pay

(a) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or prorated for part of a year on the basis of a credit of one (1) day for each full four (4) months of service, which may be accumulated to a maximum of 120 working days.

(b) Deduction

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

(c) Establishment

All new Regular Full-Time Employees would be entitled to gratuity credits after six (6) months' service. All new Temporary Full-Time Employees would be entitled to gratuity credits after twelve (12) months' service.

(d) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT:

- (i) An employee who has completed not less than three (3) years of continuous service may be granted leave of up to the number of gratuity days that have been accumulated.
- (ii) An employee's right to gratuity leave pursuant to paragraph (i) shall be subject at all times to the exigencies of the employee's Department and to the discretion of the Department Head.

(iii) The reporting of time off under this Gratuity Plan shall be by Staff Attendance Profile.

(e) Payment in Cash

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three (3) years' continuous service.

(f) Procedure for Delaying Gratuity Payments on Termination of Services

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with the employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the General Manager, Human Resource Services, to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

(13) UIC Rebate

The Union agrees that the employee share of the Unemployment Insurance Rebate shall be paid to the Employer to partially offset the cost of the Sick Leave Plans.

(14) Sick Leave Reimbursement

The Employer is subrogated to the rights of an employee who has received Short Term Sick Leave, Medium Term Sick Leave or Long Term Disability benefits, against any third party liable to that employee for damages, and may bring an action against the third party in the employee's name to recover the wages and/or benefits paid or payable by the Employer. The employee shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Director of Human Resources. Where a claim for damages is made to the courts, the employee or his or her representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

Upon reimbursement of the wages and/or benefits, the Employer shall reimburse the Short Term Sick Leave, Medium Term Sick Leave, and Long Term Disability Plans, the amount of money paid out of the Plans in proportion to the total amount of money the employee reimburses the Employer for wage loss and/or benefits. This provision includes actions or claims made to ICBC.

(15) Workers' Compensation

- (a) A Regular Full-Time Employee who has completed six (6) months of continuous service and whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign all monies received from WCB to the Employer and the Employer shall pay the employee's approximate net salary calculated on the employee's regular classified rate of pay, subject to paragraph (c) below. While a claim for WCB temporary disability benefits is pending, the employee will be eligible for benefits under the Sick Leave Plan. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the WCB claim.
- (b) Where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Employer.
- (c) Employees receiving Workers' Compensation allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall be paid wage loss directly by WCB.
- (d) Where an employee is absent on Long Term Disability and/or WCB in excess of one (1) year, the employee's annual vacation pay shall be prorated by the period of absence that exceeds one (1) year and the employee shall not accrue vacation for the period of absence that exceeds one (1) year.
- (e) Where the WCB ceases paying temporary disability benefits to an employee and the employee is unable to return to work, the time absent on WCB shall be integrated with the Sick Leave and Long Term Disability Plans and the employee shall be placed on the appropriate Plan at the point reached when WCB payments ceased.

(16) General

Nothing in the introduction of the restructured Sick Leave Plan in any way affects the continued rights of the Employer in matters of either culpable or non-culpable discharge nor does it in any way affect the continued right of the Union to represent its members and to use the grievance procedure.

10.7 Vancouver Employees' Savings Plan

The Employer contributes one and one-half percent (1½%) and the employee is deducted the same amount under the Vancouver Employees' Savings Plan.

10.8 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Squamish-Lillooet District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.8(a) and 10.8(b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 10.8(a).

10.9 Maternity and Parental Leave

- (a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) (effective 1997 March 11, thirty-four (34)) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fourteen (14) (effective 1997 March 11, forty (40)) consecutive weeks without pay immediately following the parental leave.

Note: Benefit premium cost-sharing during the extension shall be treated the same as for other existing extensions, i.e., premiums will continue to be cost-shared.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) (effective 1997 March 11, fifty-two (52)) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as

scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

10.10 Leave of Absence

(a) Requests for Leave of Absence

Requests for leave of absence without pay for up to one (1) year may be granted at the discretion of the Chief Constable and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

(b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half (1/2).

(c) Leave for Writing Examinations

It is the Policy of the Employer to grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with duties related to the Department.

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should apply to their Division Head:

- (i) that obtaining Grade 12 equivalence be the obligation of the employee and leave of absence with pay to write examinations at or below this level be not granted;
 - (ii) that leave of absence with pay (limited to two attempts at any subject per course year) be granted to employees, upon application, to write examinations:
 - a. Grade 12 equivalence in the subjects of Mathematics and English;
 - b. the Association of Professional Engineers and Geoscientists of B.C. and of the Corporation of B.C. Land Surveyors;
 - c. any other professional groups having comparable studentship or examination system to (b) above, providing such professional training is applicable to municipal work;
 - d. the Municipal Administration Course, whether or not the Employer pays the course fees;
 - e. any course which has been approved by the Employer and for which the Employer pays the course fees;
 - (iii) that the Employer will consider on an individual basis, other requests, and will rule on the basis of whether or not the course is of direct value to the Employer;
 - (iv) that employees who write examinations that are not subject to time off with pay be allowed to use vacation time, at the discretion of the Employer, if they so request.
- (d) Effect of Leave of Absence on Increment Dates

General

Leaves of absence of one-half ($\frac{1}{2}$) month or more shall cause postponement of increments, according to period of leave.

10.11 Court Attendance and Jury Duty

Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Administrative Officer. It shall be the responsibility of the Department Head or designate to ensure such payment.

10.12 Resignations and Re-Employment

(a) Resignation and Re-employment

An employee who has voluntarily resigned and is re-employed within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement into Superannuation will be in accordance with the Pension (Municipal) Act.

(b) Starting Salary on Re-Employment

When a previous employee of the Employer is rehired within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made will also be considered.

10.13 Pension (Municipal) Act

Where due to a layoff a Full-Time Employee's hours of work are reduced and employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

10.14 Benefits - Regular Part-Time Employees or Pay in Lieu

- (a) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a) above, the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a) above, the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.
- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their

regular earnings and shall be eligible for the benefits contained in paragraph (d) below.

- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.
- (f) Current Regular Part-Time Employees who qualify for benefits pursuant to paragraph (a) shall be provided, as soon as possible following 1992 April 09 but no later than two (2) calendar months from that date, with a one-time choice between continuing to receive a percentage in lieu of benefits or to receive benefits pursuant to paragraph (a). Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time Employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods (time worked prior to the date of ratification shall be considered but the benefits shall not be applied retroactively).

11. WORKING CONDITIONS

11.1 Work Week

- (a) The work week shall consist of five (5) days. Time off each week shall be two (2) consecutive days where practicable.
- (b) The normal hours of work of employees shall fall between the hours of 7:00 a.m. and 5:00 p.m. with a break of one (1) hour for lunch and two (2) ten minute rest breaks will be allowed each day. The Section Supervisor will designate the time of lunch and rest breaks for staff members. If rest breaks are not taken, there is no extension of the one (1) hour lunch break. Sections which, because of the scope of their work, could not efficiently operate during the above-listed hours, shall have their work periods jointly reviewed and mutually adjusted. ✕Such consent to adjust shall not be unreasonably withheld by the Union.

11.1.1 Daily Guarantee

- (a) Subject to the provisions of Subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of Subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee:
 - (i) reports for a regular shift but refuses to commence work, or
 - (ii) commences work but refuses to continue working,the employee shall not be entitled to receive the minimum payments set forth in Subsections (a) and (b).

11.2 Posting Positions and Filling Vacancies

(a) Posting

The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer. The Employer is not required to post temporary positions(s) which may arise, or subsequently arise, from the posting of a temporary vacancy for maternity/parental reasons.

(b) Employees' Eligibility to Apply on an Equal Basis for Posted Positions

All Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment, and all Auxiliary Employees who have completed 1500 hours within two (2) consecutive calendar years, shall be entitled to apply on an equal basis for any posted position in accordance with Clause 11.3(a).

(c) Temporary Positions

- (i) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to

the employee's former position without loss of seniority when the temporary work is completed.

- (ii) Positions not previously posted as in Clause 11.2(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

(d) Procedures for Employees on Vacation or Authorized Leave

- (i) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is selected for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (ii) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, on return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(e) Union Notification

The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining unit.

(f) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information:

- (i) nature of position;
- (ii) required qualifications, knowledge, education and skills;
- (iii) wage or salary rate or range;
- (iv) shifts (if any);

- (v) anticipated length of any temporary assignment, if posted; and
- (vi) a statement that the vacant position is open to male and female applicants.

(g) Change of Jurisdiction

All Full-Time Employees who are successful in any competition shall receive full consideration for their length of service for purposes of determining salary, annual vacation entitlement and other benefits affected by length of service.

(h) Vacancies--Filling Of

(i) Applications

Eligible employees referred to in Clause 11.2(b), who submit applications, will be assessed on the basis of qualifications, experience, length of service, and personal suitability for the position. The names of up to three (3) qualified applicants ranking highest in order of merit will be forwarded to the Department Head concerned who will assess and make the selection in accordance with Clause 11.3(a).

- (ii) Where there are no qualified applicants under Clause 11.2(b), the position may be filled from outside applicants.

11.3 Promotions, Transfers and Demotions

- (a) In making promotions, transfers and demotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

(b) Trial Period

On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to the previous position or to a position of equal value for which the Employer deems the employee to be qualified.

(c) Pay Rates on Promotion

- (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first

step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.

- (ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.
- (iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.

(d) Definition

A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a higher pay range than the class from which the employee was moved, such change shall be considered a promotion and the provisions governing promotions shall apply. If an employee is changed to a position in a class, the salary range of which has a maximum that is lower than the maximum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

(e) Procedure

Transfer requests are submitted to the Manager, Employee Relations but the action taken is subject to the approval of the Department Head or designate concerned.

- (i) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with paragraphs 11.2(h)(i) and 11.2(h)(ii). Transfers under this provision shall be subject to the grievance procedure.
- (ii) Transfers between departments will be posted and filled in the usual manner.
- (iii) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedure will apply: The Department Head shall discuss the proposed transfer with the

employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 13 of this Collective Agreement may be initiated.

11.4 Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the person is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
 - (i) the quality of work
 - (ii) conduct
 - (iii) interpersonal skills
 - (iv) ability to meet standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other benefits related to length of service shall be based on the original date of employment.

11.5 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 11.5(a) may exercise their seniority by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Employer, qualified to perform. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority and if they are displaced pursuant to this Clause they shall be laid off. Employees must exercise their rights under this Clause

11.5(b) not later than ten (10) days following the receipt of notice of layoff given pursuant to Clause 11.5(c).

- (c) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Employer, the Employer shall give to the Regular Full-Time Employees concerned not less than ten (10) days prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.
- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that this Clause 11.5(d) shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days prior written notice thereof. For the purposes of this Clause 11.5(e) the words "major layoff" mean a 10% or more reduction in the work force due to a reduction in the budget of the Employer. This Clause 11.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

11.6 Recall

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them;
- (b) no new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled

- by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
- (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
 - (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work, shall be placed at the bottom of the list of employees eligible for recall under this Clause;
 - (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing, or in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the General Manager, Human Resource Services may approve, which approval shall not be unreasonably withheld;
 - (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the General Manager, Human Resource Services informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Clause by attempting to contact the employee at the employee's last known address on the Employer's records.
 - (vi) an employee who is laid off and is eligible for recall under this Clause shall remain on the recall list for a maximum of six (6) months.

11.7 Changes Affecting the Agreement

The Employer agrees that any report of recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Union at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representation to the Employer concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

11.8 Directives Interpreting the Agreement

The Employer shall provide the Union with a copy of any published directive that tends to interpret, explain or otherwise apply the provisions of this Agreement.

11.9 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) On and after March 19, 1979 an employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) Upon receiving permission from the Deputy Chief Constable or designate, an employee may review the contents of their respective personnel files provided that such review is in the presence of a person authorized by the Deputy Chief Constable or the Manager, Employee Relations. Effective 1997 March 11, the employee may request the Deputy Chief - Administrative Support Division or designate to remove an item from the employee's personnel file.
- (d) The personnel file refers to the official personnel file which, until further notice, is in the Office of the Deputy Chief - Administrative Support Division.

11.10 Membership Data Information

The parties agree that when the Union writes to the Employer providing a list of the membership data information it requires, the City of Vancouver's General Manager, Human Resource Services shall provide to the Union all of the information that is available from the City's records and will establish a system for updating and maintaining that information at intervals that are consistent with the City's system.

11.11 Disabled Employees

Within the limitation imposed by the Employer's unwillingness to create unnecessary work, the Employer is willing to make every reasonable effort in cooperation with the Union in order to provide opportunities for older, partially disabled or otherwise disabled employees to retain employment.

11.12 Reclassification of Positions and Classification of New Positions

- (a) Origin of Requests for Reclassification

Requests for reclassification may come from:

Chief Constable
Employees
Union

(b) Disposal

Such requests are submitted to the General Manager, Human Resource Services. If a review is approved, the Human Resource Services arranges for the review to occur and makes a recommendation to the Employer. These recommendations do not affect the rate structure established by Union contract and may be made at any time during the year.

(c) Establishment of New Positions

Requests for establishment of new positions involving new classifications and rates come from Chief Constable or designate. These affect the rate structure, but must be dealt with at time of request. Recommendations as to pay rate to be discussed with the Union before they are submitted to the Employer, but they will be submitted whether or not mutual agreement is reached.

(d) Changes in Rate

Request for changes in rates may come from:

Chief Constable
Unions

(e) City Manager Approval

The City Manager is authorized to approve all reports of the Manager, Employee Relations on classification, class specifications, and rates of pay for new or existing positions with a maximum retroactive date of one year and which have been agreed to by the Department Head and the Union. Retroactive payment will be made from the first pay period following receipt of the request.

(f) Council Approval

All salary and classification reports involving retroactive dates in excess of one (1) year must be approved by City Council. In no case shall retroactive payment extend beyond a period of twelve (12) months. No additions to the permanent staff shall be given effect to without the approval of City Council.

(g) Application of Pay for Upward Reclassification

When, as a result of a Reclassification, a position is upgraded the incumbent shall receive an increase in salary equivalent to one pay step in the new salary range, subject to Clause 11.3(c)(ii) of this Agreement.

NOTE: Reclassification is defined by Clause 11.12(i).

(h) Pay Adjustments Resulting from Reclassification and Revaluation

In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Employer in accordance with one or other of the two following methods:

- (i) The incumbent shall with immediate effect have the rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference between the former pay rate and the new reduced pay rate; or
- (ii) For as long as the incumbent continues to occupy any position covered by this Collective Agreement, that employee shall suffer no reduction in the rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which there would otherwise have been entitlement, PROVIDED THAT at any time during the two (2) years immediately following the date when the position was reclassified or the class in which the position was grouped, was revalued, then notwithstanding such re-classification or revaluation, the Employer may unilaterally promote such incumbent to any other vacant position for which the employee is qualified, and which is valued at the same level as the position was formerly valued.

(i) Definitions re Certain Classification Changes

- (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a 'reclassification' and shall be treated as a vacancy and posted as such.
- (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a 'salary adjustment' and will not require a posting.

- (3) A classification change involving only a change in title shall be termed a 'class title change' and will not require a posting.

11.13 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Committee shall discuss matters relating to occupational health and safety and shall make recommendations to the Deputy Chief - Administrative Support Division.

12. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) The Employer agrees that where permission has been granted to members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Employer, or for the purpose of settling a grievance as outlined in Clause 13 below, the said members shall suffer no loss of pay for the time so spent. Effective 1995 September 27, for purposes of collective bargaining, up to three (3) Union representatives shall be eligible.
- (b) The Employer further agrees that time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Chief Constable when it becomes necessary to transact business in connection with matters affecting members of the Union.
- (c) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.
- (d) If or when the Union joins any Central Labour body then the Employer agrees that any employee who is elected or appointed to a full-time position with such body shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination

of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Employer.

- (e) The Union shall provide an up-to-date list of Shop Stewards to the Employer every six (6) months.

13. GRIEVANCE PROCEDURE

13.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

- (a) Meeting With Supervisor

The aggrieved employee(s) shall first take up the matter with the immediate supervisor or such other supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) working days of the date on which the incidence giving rise to the grievance occurred or of the date when the employee first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee(s) a Shop Steward or Union representative may be present at the meeting.

- (b) Step 1

If the matter is not satisfactorily resolved within ten (10) working days of the meeting with the Supervisor, the aggrieved employee(s) together with the Shop Steward or other Union representative may take up the matter with the Chief Constable or designate.

- (c) Step 2

If the grievance is not settled at Step 1 within ten (10) working days of the meeting referring the matter to the Chief Constable, the matter may be referred to the Manager - Employee Relations or designate and the Union Business Representative or designate.

(d) Arbitration

If not settled in Step 2 above, within fifteen (15) working days the matter may be referred by either party to a Board of Arbitration (Clause 13.3) for final and conclusive determination.

(e) Time Limits

(i) Effective 1997 March 11, the grievance shall be advanced from Step 1 to Step 2 and from Step 2 to Arbitration within seven (7) working days of the date the matter was heard unless the parties mutually agree to extend the time limits.

(ii) Extensions to the time limits of fifteen (15) working days and seven (7) working days respectively contained herein above may be agreed upon between the parties only for the most serious of reasons.

(f) If a grievance has been referred to the Employer and the Union pursuant to paragraph (c) and either of the parties is unable to meet with the other for any reason within the time limited in paragraph (d) for settlement of the grievance then the party which is unable to meet shall give to the other written notice to that effect at least three (3) days prior to the expiry of such time limitation and as soon as reasonably possible the parties shall agree upon a time mutually satisfactory to them to consider the grievance and if the parties fail to settle the same then the matter may be referred by either party to a Board of Arbitration (Section 13.3) for final and conclusive determination.

13.2 General Application Dispute

When a "dispute", as defined in the Labour Relations Code arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Deputy Chief Constable or, alternatively, by the Employer to the Business Representative or their designates, as the case may be. If a satisfactory settlement is not reached with the Deputy Chief Constable and the Business Representative or their designates within seven (7) working days such matter may be referred to the Department Head or designate at step 1 of Section 13.1.

If a satisfactory settlement is not reached with the Chief Constable within seven (7) working days such matter may be referred to Arbitration under Section 13.1(e) and as provided for in Section 13.3.

13.3 Arbitration

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 13.1(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 13.1(d). The two representatives shall select a chairperson within a further seven (7) calendar days.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

13.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 13. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 13 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

14. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 13.3 of this Agreement by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and

(b) alters significantly the basis upon which this Agreement was negotiated.

15. EMPLOYMENT EQUITY

The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

17. OCCUPATIONAL HEALTH PLAN - APRIL 1970

All employees covered by this Agreement shall be subject to the provisions of the Occupational Health Plan as agreed to between the Employer and the Union.

18. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", "C", "D" and "E", and the Letters of Understanding re Job Sharing, Grant Employment, and Schedule "B" annexed hereto shall form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

SIGNED on behalf of the VANCOUVER)
POLICE BOARD:)

_____)
Chairman of the Board)

_____)
Member)

_____)
Member)

_____)
Member)

_____)
Member)

SEALED with the Seal of TEAMSTERS,)
LOCAL 31 and signed by:)

_____)
President and Principal Officer)

_____)
Secretary-Treasurer)

_____)
Business Representative)

Approved by Resolution of Council on 1997 March 11.