

Collective Agreement

Between

The Abbotsford Police Board

and

Teamsters Local Union No. 31

January 1, 2000, to December 31, 2002

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This Agreement made and entered into this ____ day of _____, 2000.

BETWEEN:

THE ABBOTSFORD POLICE BOARD
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

TEAMSTERS UNION LOCAL NO. 31
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE NO. 1 COOPERATION

1.01 Cooperation

- (a) It is recognized by this Agreement to be the duty of the Employer, the Union, and the Employees to fully cooperate, individually and collectively, for the advancement of conditions.
- (b) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Employer.

1.02 Management Rights

Except as otherwise provided in this Agreement, the management, supervision, and control of the Employer's operation and the direction of the working force shall remain the exclusive function of management, provided that such management and direction does not contravene the express provisions of this Agreement.

ARTICLE NO. 2 UNION RECOGNITION

2.01 Bargaining Authority

The Employer recognizes the Teamsters Local Union No. 31 as the sole bargaining agency on behalf of its Employees for which the Union is certified under the Labour Relations Code of British Columbia.

2.02 Copies of Agreement

This Agreement shall be binding upon the Employer and every Employee in the Bargaining Unit for which the Union has been certified. Within thirty (30) days of the signing of this Agreement, the Employer shall print sufficient copies of the Agreement, and shall distribute such copies to each existing Employee and to each new Employee at the time of hiring, and the cost of printing and distribution shall be shared equally between the Employer and the Union.

2.03 Conflicting Agreements

The Employer agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

2.04 Bulletin Boards

The Employer will provide a bulletin board for the posting of this Agreement and for such notices, provided notices do not contain political matter, as the Union may from time to time, wish to post; the said notices to be signed by the Shop Steward of the Local Union.

2.05 Right to Refuse to Cross Picket Line

It shall not be considered a violation of employment where an Employee refuses to cross a legal picket line; however, essential services, as defined by the British Columbia Labour Relations Board, will be maintained.

2.06 Notification of Legal Picket Line

The Union shall notify the Employer as soon as possible of the existence of such legal picket line.

2.07 Disputed Goods

It shall not be a violation of this Agreement or cause for dismissal for an Employee to refuse to handle, use, receive, ship, or transport any product, materials, or equipment that has come from behind a legal picket line. It is recognized that this provision does not apply to the handling of goods which have been seized pursuant to a police investigation, or the handling of goods which are required to maintain the operation of essential services.

2.08 Controversy with Other Union

The Union agrees that, in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

2.09 No Strike or Lockout

It is mutually agreed that there shall be no strike, lockout, or slowdown, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

2.10 Shop Stewards

The Union shall appoint or elect Shop Stewards, and shall notify the Employer, in writing, of such appointment or election. The Parties recognize that Shop Stewards have an important role in maintaining positive and stable relations in the workplace. For this reason, the Employer shall notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward. Upon written request of the Union, the Employer shall give the reasons, in writing. Shop Stewards will be allowed time off to discuss Union business with the Employer without loss of pay, and provided such time off does not interfere with the operational requirements of the Employer.

The Shop Steward may assist in:

- (a) investigating complaints;
- (b) investigating grievances and assisting any Employee whom the Steward represents in presenting a grievance in accordance with the Grievance Procedures; and
- (c) attending meetings at the request of the Employer.

2.11 Time Off for Union Business

- (a) Where meetings are held with the Employer for the purpose of negotiating a revision or renewal of the Collective Agreement, up to three (3) official representatives of the Union shall have the privilege of attending such meetings without loss of remuneration or seniority. Union representatives taking part in negotiations shall not be paid for time spent in such negotiations outside regular working hours. However, negotiations may be conducted during regular working hours whenever possible.
- (b) Upon application to, and upon receiving the permission of, the Employer in each specific case, time off shall be granted to official representatives of the Employee's Union when it becomes necessary to transact business in connection with matters affecting the members of the Union, providing it does not interfere with the operation of the Employer.

2.12 Consultation Privileges

The Employer recognizes that authorized agents of the Union shall have access to the Front Counter and available meeting rooms in the Police Building in order to meet with Shop Stewards and Union members or resolve disputes. Such visits shall not interfere with the operational security requirements of the Employer.

2.13 Leave of Absence/Loss of Seniority

A leave of absence without pay, and without loss of seniority, may be granted, provided such absence does not interfere with the efficient operations of the Employer for:

- (a) up to three (3) members of the Union appointed to attend official Union functions such as a convention, council, or education course, may be granted up to five (5) working days unpaid leave of absence once in each calendar year, provided the Union gives at least two (2) weeks' written notice, in advance, of the leave to the Employer;
- (b) Employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (c) Employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Board.

2.14 Leave of Absence Without Pay

To facilitate the administration of Section 2.11, when leave without pay is granted the leave shall be given with basic pay and the Union shall reimburse the Employer for salary. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Section. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.15 Soliciting by Union Members

The Union and the Employer agree that Employees shall not solicit individual members of the Police Board and/or Council in respect to rates of pay, working conditions, or any other matter covered by this Agreement, during the term of this Agreement; nor shall individual members of the Police Board and/or Council discuss such matters with Employees during the term of this Agreement.

ARTICLE NO. 3 UNION MEMBERSHIP

3.01 Union Membership

All Employees of the Employer covered by this Agreement shall, as a condition of continuing employment, become and remain a member of the Union, in good standing, save as hereinafter expressly provided, within one (1) month of employment with the Employer.

3.02 Dues Check Off

The Employer shall provide each new Employee with Union application forms for the purpose of becoming a Union member, and the Employee shall sign an Authorization Card authorizing the Employer to deduct from the Employee's earnings Union initiation fees, Union dues, and other charges levied in accordance with the Union Constitution and By-laws. The Employer shall remit all deductions to the Union not later than the 15th day of the month following.

3.03 New Employees

New Employees shall be acquainted with the fact that a Union Agreement is in effect, and will be introduced to their Shop Steward.

ARTICLE NO. 4 DEFINITION OF EMPLOYEE STATUS

4.01 Full-time Employee

A “Full-time Employee” is an Employee who is employed by the Employer for work which is of a continuous full-time nature, provided the Employee:

- (a) has successfully completed his/her probationary period;
- (b) makes him/herself available to the Employer for full-time employment.

Full-time Employees shall be entitled to all benefits provided by the Collective Agreement from the date of hire.

4.02 Part-Time Employee

- (a) A “Part-time Employee” is an Employee who works less than the regular hours for that classification, per week. Part-time Employees whose hours of work in each of the previous twelve (12) months were consistently more than 50% of the normal full-time hours for that classification, and are expected to continue to exceed 50% in the foreseeable future, shall have the option of enrolling in medical, dental, and extended health care benefits, and shall be entitled to sick leave accumulation and bereavement leave on a pro rata basis, and shall receive 4.4% in lieu of Statutory/Paid Holiday pay and the applicable vacation percentage pay, as set out in Article No. 15, with the Employee’s cumulative hours worked determining entitlement, or shall receive a benefit allowance of 12% in lieu of annual vacation, statutory holidays, sick leave accumulation, bereavement leave, and all other benefits, as provided in Article No. 19 of this Agreement. Premium costs for medical, dental, and extended health care benefits shall be on a pro rata basis.
- (b) Where a Part-time Employee’s hours are reduced such that the Employee no longer qualifies for medical, dental, and extended health care benefits, or other benefits as defined in paragraph (a) above, coverage and benefits will cease at the end of the month in which the hours are reduced, and the Employee shall be paid a percentage pursuant to paragraph (c) below.
- (c) Part-time Employees, who consistently work less than 50% of the normal full-time hours of work for that classification, and who do not qualify for benefits as stated in paragraph (a) above, shall receive a benefit allowance of 12% in lieu of annual vacation, statutory holidays, sick leave accumulation, bereavement leave, and all other benefits as provided in Article No. 19 of this Agreement.

4.03 Temporary Employee

A “Temporary Employee” is one who is employed on a special project of limited duration not exceeding six (6) calendar months. The period of employment may be extended beyond six (6) calendar months by mutual agreement between the Union and the Employer. The time limit for Temporary Employees shall not apply where an Employee is hired as a result of a temporary vacancy due to maternity leave, sick leave, other approved leave, or Workers’ Compensation. A Temporary Employee shall receive a benefit allowance of 12% in lieu of annual vacation, statutory holidays, sick leave benefits, bereavement leave, and medical, dental, and extended health benefits as defined in Article No. 19.

Full- and Part-time Employees moving into a temporary position shall retain all benefits to permit moving in and out of their regular employment without loss of benefits or seniority.

4.04 Probationary Employee

Every Employee is hired on probation to determine suitability for employment. No Employee shall be required to serve more than one (1) probationary period, except where an Employee terminates employment with the Employer and is rehired at a later date.

4.05 Probation Period

The probation period shall be the first three (3) months worked from date of hire, or equivalent, with the Employer. Part-time Employees are required to put in the equivalent hours worked of a Regular Full-time Employee with respect to the probationary period. Such period of time may be extended by mutual consent of the Parties. During this period, competence and suitability of the Employee shall be determined at the sole discretion of the Employer. A Probationary Employee may be terminated at any time during the probationary period, without notice, if the Employer does not find the Employee competent and suitable for employment.

A Probationary Employee shall not be granted Regular Employee status, and shall have no seniority rights until completion of the probationary period.

4.06 Employment of Students

The Union agrees that the Employer shall have the right to employ students in any Federal or Provincial make-work program, and to pay only wages set out in the conditions governing such programs. Students employed under this Section shall not be used to replace any Regular Employee.

Employees hired for recognized education co-op programs, work experience programs, or specialized projects for which grant funding is not available, but which the Parties agree are within the intent of this Article, shall be deemed Student Employees.

ARTICLE NO. 5 GRIEVANCE/ARBITRATION PROCEDURE

5.01 Disputes

Any complaints arising from the workplace shall first be discussed with the immediate supervisor.

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or alleged violation thereof, there shall be no stoppage of work on account of such difference, and the dispute shall be adjusted in accordance with the following procedure:

5.02 Procedural Steps

(a) Step No. 1

Any grievance of an Employee shall first be discussed between such Employee and the immediate supervisor within the following time limits:

- (i) termination or lay-off - within seven (7) working days following the occurrence giving rise to the grievance;
- (ii) all others grievances - within ten (10) working days following the occurrence giving rise to the grievance.

The Employee may be accompanied by a Shop Steward.

(b) Step No. 2

Failing settlement under Step No. 1, such grievance shall be submitted, in writing, to the Officer In Charge of Support Services (O.I.C.) within fifteen (15) working days following the occurrence giving rise to the grievance. The O.I.C. shall reply, in writing, within the next ten (10) working days.

(c) Step No. 3

Failing settlement under Step No. 2, the matter may be referred to a Grievance Committee, in writing, within ten (10) working days following the conclusion of Step No. 2. Each side shall be limited to four (4) representatives. If the Parties are unable to settle the grievance within fifteen (15) working days of receipt of the notice referring it to Step No. 3, then either Party may give written notice to proceed to arbitration.

5.03 Arbitration Procedure

- (a) Failing settlement under Step No. 3, either Party may give written notice to proceed to arbitration within one (1) month following the meeting at Step No. 3. Either Party shall notify the other, in writing, of the name of its chosen representative on the Arbitration Board. After receiving such notice, the other Party shall, within seven (7) working days, appoint its representative on the Arbitration Board and give notice of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select a third member within seven (7) working days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The costs of the representatives will be borne by the respective Parties. The costs of the Chairman will be borne equally between the Parties.

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure, except by mutual agreement of the Parties.

- (b) The Parties may refer the matter, by mutual agreement, to a single arbitrator. The costs of the arbitrator will be borne equally by the Parties.

5.04 Time Limits

Time limits under the Grievance Procedure may be extended by mutual consent of the Parties and confirmed in writing.

5.05 Employer Grievance

If the Employer has a complaint with respect to the provisions of the Collective Agreement, the Employer will submit such complaints to the Union. The complaint will be submitted at Step No. 3 of the Grievance Procedure contained in this Agreement within ten (10) working days of the occurrence giving rise to the complaint. If the complaint is not settled within twenty (20) working days of the occurrence giving rise to the complaint, the Employer may refer the complaint according to the grievance and arbitration procedures contained in this Agreement.

5.06 Alternate Grievance Investigation Procedure

- (a) By mutual agreement between the Employer and the Union, the Parties may choose to invoke Section 104 of the Labour Relations Code of British Columbia, provided that all steps of the Grievance Procedure, prior to reference to arbitration, have been exhausted without resolution of the difference.

If a difference arises between the Parties relating to the dismissal, discipline, or suspension of an Employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, (here insert name), or a substitute agreed to by the Parties shall, at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference

with thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the Grievance Procedure.

- (b) The Minister of Finance and Corporate Relations, on the Minister's requisition, shall pay out of the consolidated revenue fund 1/3 of the cost incurred by the Parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or his or her substitute.
- (c) Where a Section 104 hearing, rather than arbitration, has been implemented, the decision shall be final and binding on all Parties, provided such agreement was made in advance of the appointment of the investigator.

ARTICLE NO. 6 DISMISSAL, SUSPENSION AND DISCIPLINE

6.01 Disciplinary Action

- (a) Disciplinary action generated by the Employer includes letters of reprimand, written censures, and letters of suspension. A copy of the written notice of discipline shall be given to the Employee and the Union, unless the Employee specifically requests otherwise, within ten (10) days of the disciplinary action taken by the Employer. If this procedure is not followed, such disciplinary action shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. Should an Employee dispute any such entry on his/her file, then he/she shall be entitled to recourse through the Grievance Procedure. The Employer agrees not to introduce as evidence at any hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing.
- (b) The record of any Employee shall not be used against him/her at any time after twelve (12) months following disciplinary action, not including suspensions, provided there are no other reports during that period.

6.02 Personnel File

An Employee or Union business agent, or his/her designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The Employee or the representative, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

6.03 Right to Have Steward Present

An Employee may choose to have his/her Shop Steward present at any discussion with supervisory personnel which involves disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken. This Section shall not apply to those discussions that are of an operational or investigative nature and do not involve disciplinary action.

6.04 Reinstatement After Dismissal or Suspension Without Just Cause

In the event an Employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable, or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.

ARTICLE NO. 7 SENIORITY

7.01 Seniority Defined

Seniority is defined as the total length of service in the Bargaining Unit as certified by the Labour Relations Board, including bargaining units for which the Employer is a successor and, except as otherwise specifically provided for in this Agreement, shall be continuous service.

Part-time Employee seniority shall be pro rated based on hours worked and, where there is a transfer between part-time and full-time positions, seniority shall be determined on a pro rated basis on the regular annual hours for the full-time position being transferred to or from. When Part-time Employees are promoted or accepted to regular full-time positions, their seniority shall be calculated by dividing the total number of hours worked by either 1820 and/or 2080 (whichever is applicable) to establish the equivalent years of service for the purpose of establishing seniority. This pro rated seniority date for Part-time Employees shall also be applicable for vacation entitlement purposes.

7.02 Seniority Lists

The Employer shall maintain an up-to-date seniority list showing the seniority of each Full-time Employee first then the seniority of each Part-time Employee, which will be posted in January and July of each year. A copy of the seniority list will be provided to the Union.

7.03 Seniority Retention and Accumulation

Seniority shall be retained and accumulated on the following basis:

- (a) authorized leave of absence;
- (b) absence while serving in the Canadian Armed Forces during a national emergency and for a period of ninety (90) days after honourable discharge;
- (c) laid off Employees with less than one (1) year's service - six (6) months;
- (d) laid off Employees with one (1) or more years' service - twelve (12) months;
- (e) Employees with at least one (1) year's service and who are absent due to a bona fide sickness or injury attested to by a qualified medical practitioner, shall retain seniority for a period not to exceed two (2) years; however, the Employer is not responsible for benefits after twelve (12) months. This provision may be waived by mutual agreement between the Parties.

7.04 Seniority Lost

Seniority shall be lost for the following reasons:

- (a) voluntary severance of employment;
- (b) lay-off for a continuous period in excess of that set out in Article No. 7.03;
- (c) withdrawal of contributions from the Municipal Superannuation Plan;
- (d) If discharged for proper cause and not reinstated which shall include, but is not restricted to, the following:
 - (i) being found, while at work, under the influence of alcohol or a drug (not prescribed by a physician), and if he has refused to obtain proper medical attention for his condition;
 - (ii) theft or conversion of Employer's property;
 - (iii) wilful damage to Employer's property;
 - (iv) continuous unsatisfactory work;
 - (v) insubordination;
 - (vi) Part-time Employees shall be deemed to have resigned if they do not make themselves available for work, except for periods when an Employee is on an approved leave of absence.

- (e) Failing to return to work following a lay-off within fourteen (14) calendar days of being notified, in writing, at the last known address; the Employee shall notify the Employer of his/her intentions within seven (7) calendar days of receipt of notice. Such Employee on lay-off shall keep the Employer informed of their current mailing address and telephone number.

7.05 Seniority While Outside Bargaining Unit

When an Employee covered by this Agreement is temporarily transferred to a position with the Employer which is outside of the Bargaining Unit, he shall retain his seniority within the Bargaining Unit for a maximum of ninety (90) calendar days. The Employer agrees to advise the Union, in writing, whenever an Employee has been temporarily transferred from the Bargaining Unit to a Non-union position.

7.06 Retaining Seniority Rights

At the end of this period of ninety (90) calendar days, the Employee must exercise his/her seniority rights by returning to his former unit or relinquish all such seniority rights. Should the Employee return to the Bargaining Unit, he must remain within the unit for a minimum period of one hundred twenty (120) days prior to exercising such privileges again. There shall be no job bumping privileges, except where a job has been discontinued.

7.07 Extension of 90-day Period

The period of ninety (90) calendar days referred to in this Section may, with the consent of both the Employer and the Union, be extended to a maximum of one hundred eighty (180) calendar days.

ARTICLE NO. 8 STAFF CHANGES

8.01 Staff Changes

- (a) In making promotions, demotions and transfers, the required knowledge, ability, and skills for the position shall be the primary consideration and, where two (2) or more Employees are capable of fulfilling the duties of the position, seniority with the Employer shall be the determining factor.
- (b) In the event an Employee is promoted or transferred to a higher-rated position, he shall be considered to be serving a trial period of sixty-five (65) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to his previous position.
- (c) Employees who post into or transfer to an equal or lower-rated position shall be considered to be serving a trial period of not more than sixty-five (65) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to their previous position.

- (d) The return to an Employee's previous position during the Employee's trial period pursuant to (b) and (c) above, will result in all subsequent placements, which were occasioned by the initial placement, being returned to their previous positions.
- (e) Where a probationary Employee accepts a position other than the position the Employee was hired for, the probationary period for the new position will be three months worked and the initial probationary period is deemed to recommence.

8.02 Job Posting

It is agreed that, before filling any full-time, part-time, or temporary position within the scope of this Agreement, notice thereof shall be posted in the Police Office that will be accessible to all Employees who may be affected or interested therein for a period of five (5) working days before such position is filled. The posting shall contain the following information: nature of position, required qualifications, knowledge, skills and abilities, wage rate or salary range, and whether the position is subject to shift work. All qualified Union applicants shall be interviewed before other applicants are considered. It is agreed between the Parties that a vacancy or new position can be filled by a Temporary Employee in the interim.

8.03 Opportunity to Apply for Job Postings

- (a) Where an Employee is absent from work due to illness, vacation, or any other approved absence, it shall be the Employee's responsibility to make themselves aware of job postings.
- (b) Employees applying for positions while absent from work, as specified in (a) above, must make themselves available to participate in the selection process and, if successful, must be able to start in the new position upon the effective date for that position.
- (c) The selection process, as outlined in (b) above, will not include testing for those Employee applicants who are currently, or have in the past one (1) year, performed the duties of the position being applied for, it being understood that experience in the job being applied for is a minimum of six months.
- (d) The Employer shall permit Employees to make themselves available for testing, at their request, in order to become qualified for future job postings. Upon successful completion of such testing, the test results shall remain valid, for consideration of job competitions, for a period of one year.

8.04 External Applicant

The Employer shall not appoint an external applicant unless the internal competition does not identify a qualified person.

8.05 Union Notification

The Union will be notified, in writing, of all appointments, promotions, transfers, or demotions.

8.06 Employee Notification

The Employer shall notify all applicants who apply for any posting, the status of their application as soon as is reasonably possible after the closing date of the posting.

8.07 Temporary Transfer

Where an Employee is assigned work by the Employer in a higher wage classification, the higher wage shall prevail for the hours worked in the higher classification.

ARTICLE NO. 9 LAY-OFF AND RECALL

9.01 Lay-off and Recall Procedure

(a) Employees with the least service shall be the first laid off provided, however, that Employees with special skills may be retained to fill classified positions requiring special skills, regardless of length of service. Employees eligible for recall shall be given first consideration to be recalled to work in the reverse order of their lay-off, provided the Employee is qualified to perform the work available.

(b) In the event of a lay-off due to a planned or predetermined reduction in service, the Employer shall notify Employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days, as provided in this Section, he shall be paid for the days which work was not made available. This section shall apply to Full-time Employees only, subject to the following condition:

The Employee affected by such lay-off notice must exercise their seniority rights within five (5) working days of being so notified.

(c) The Parties agree that Part-time Employees shall be laid off before Full-time Employees are laid off, provided the Employee is qualified to perform the work available.

(d) Employees who are laid off will be restricted from bumping into higher-rated positions. Laid off Part-time Employees shall not be entitled to bump into full-time positions.

(e) Part-time Employees will not have recourse to the bumping procedures where there is a short-term lay-off within their classification that does not affect their seniority standing in relation to other Part-time Employees in the same classification.

ARTICLE NO. 10 HOURS OF WORK

10.01 Work Hours/Days - Schedule "A" Employees

The regular hours of work for Schedule “A” Employees shall not exceed seven (7) consecutive hours per day, not counting the lunch break, and five (5) consecutive days, or thirty-five (35) hours per week, Monday to Friday, inclusive.

10.02 Work Hours/Days - Schedule “B” Employees

The regular hours of work for Schedule “B” Employees shall not exceed eight (8) consecutive hours per day, not counting the lunch break, and five (5) consecutive days, or forty (40) hours per week, Monday to Friday, inclusive.

10.03 Non-Standard Hours of Work

(a) Standard Work Day and Work Week

Subject to paragraph (b) the standard work day of Schedule “A” or “B” Employees shall be from 8:00 a.m. to 5:00 p.m., or 8:00 a.m. to 6:00 p.m., respectively, and subject to paragraph (c), the standard work week of Schedule “A” and “B” Employees shall consist of five (5) working days from Monday to Friday, inclusive.

(b) Non-Standard Work Day

Where the nature of a department, division of a department, or occupation requires daily hours of work other than the standard work day as set out in paragraph (a), the normal work day for Employees in such operations shall not exceed seven (7) or eight (8) consecutive hours of work, exclusive of a ½ or 1-hour lunch period, for Schedules “A” or “B” respectively. This provision shall apply to those positions and position classes as agreed to between the Parties, and neither Party shall be unreasonable in the operation of this clause

(c) Non-Standard Work Week

Where the nature of a department, division of a department, or occupation requires a six- or seven-day per week operation, the normal work week for Full-time and Temporary Employees in such operations may be any five (5) consecutive days with two (2) days of rest. This provision shall apply to those positions which require a six- or seven-day operation. The normal work week for Part-time Employees in such operations shall be Monday to Sunday, inclusive.

10.04 Special Shift

A special shift shall be defined as the regularly scheduled number of hours in a 24-hour period commencing at a time other than 8:00 a.m., providing the shift continues for two (2) consecutive days. If an Employee does not work five (5) consecutive days and, because of the difficulties of changing back to a regular shift does not work thirty-five (35) or forty (40) hours in the week, the Employer agrees to guarantee a 35- or 40-hour week. Any Employee required to work a special shift shall be paid a shift differential of 6% an hour, except as noted in Schedules “A” and “B”. Except in times of emergencies, 48 hours’ notice shall be given before change of a regular shift. This provision does not provide for the changing of a 35-hour to a 40-hour work week, or vice versa.

10.05 Shift Premium

For any hours required by the Employer to be worked prior to 7:00 a.m., other than during a special shift, the Employee shall be paid 6% per hour bonus, provided that overtime rates do not apply during such hours. Overtime rates, as stipulated in Article No. 12, shall be paid when the Employee has completed the regularly scheduled number of hours worked.

10.06 Cancelled Shifts

An Employee shall be notified sixteen (16) hours in advance of his normal start time that no work will be available, except when there is no work available due to emergencies or adverse weather conditions. If such advance notice is not given, a minimum of three (3) hours shall be paid to the Employee at the regular rate of pay.

10.07 Minimum Hours

Where a Part-time Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of three (3) hours, and in the event the Employee commences work, a minimum of five (5) hours shall be paid.

10.08 Daily Guarantee

Any Regular Full-time Employee who reports for work on a regularly scheduled work day shall be paid not less than:

- (a) Schedule "A" - seven (7) hours pay
- (b) Schedule "B" - eight (8) hours pay

ARTICLE NO. 11 MEAL AND REST BREAKS

11.01 Schedule "A" Employees Meal Period

Schedule "A" Employees shall, except by mutual agreement between the Parties hereto, take one continuous period for meals of not more than one (1) hour, unpaid.

11.02 Schedule "B" Employees Meal Period

Schedule "B" Employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not more than thirty (30) minutes, unpaid.

11.03 Rest Breaks

All Schedule "A" and "B" Employees shall be entitled to one paid break of fifteen (15) minutes during both the first half and second half of any shift.

11.04 Rest Break Prior to Overtime

When a Schedule "A" or Schedule "B" Employee is required to work in excess of their regular working hours, such Employee may be entitled to an unpaid break of fifteen (15) minutes before commencing overtime work, subject to the operational requirements of the Employer.

11.05 Time Off for Meal Break

Where an Employee is required to work in excess of two (2) hours overtime in conjunction with his/her regular shift, he shall, at the end of two (2) hours overtime worked, be entitled to paid time off, not to exceed one-half hour, for the purpose of eating. An additional 15-minute paid break shall be provided after each continuing two (2) hours worked.

ARTICLE NO. 12 OVERTIME

12.01 Overtime Provisions

The Employer shall pay overtime rates of wages to every Employee entitled thereto as follows:

- (a) All time worked in excess of seven (7) hours per day for Schedule "A" Employees and eight (8) hours per day for Schedule "B" Employees on any shift shall be deemed overtime.
- (b) All overtime must be either scheduled or authorized, in advance, by the Employer.
- (c) Overtime shall be paid or accumulated in lieu of overtime pay on the following basis:
 - (i) Time and one-half for the first hour and double time thereafter for hours worked in excess of the work day;
 - (ii) Time and one-half for the first four (4) hours worked on the first rest day;
 - (iii) Double time for hours worked after the first four (4) hours on the first rest day and at any time on the second rest day.

12.02 Banked Overtime

- (a) Regular Full-time Employees may choose to take overtime either in pay or time-off. Banked overtime shall be credited in terms of hours and, when taken as time-off, shall be subject to the formula described in (d) of this provision. An Employee will be allowed to accumulate the equivalent of ten (10) working days, per calendar year, as follows:

Schedule "A" Employees - seventy (70) hours;

Schedule "B" Employees - eighty (80) hours.

When the maximum accumulation has been reached, the Employee must take the time-off before further time-off can be accumulated. Banked overtime accumulated must be taken between January 1st of the current year and April 30th of the following year.

- (b) Banked overtime does not take priority over vacation periods.
- (c) Time-off shall be taken at the Employer's discretion. Employee's requests for time-off shall be made, in writing, at least fourteen (14) days in advance of the anticipated leave date. Where there are more Employee requests for time-off than can be accommodated by the Employer at one time, seniority shall be the deciding factor for granting leave.
- (d) In the event that an Employee works in more than one classification during the course of a year, the Employer and the Union agree that overtime taken in time-off should be taken at the same rate as applied when banked.
- (e) On no more than two (2) occasions in any calendar year, an Employee may elect to convert hours in the overtime bank into cash to a maximum of twenty-five (25) hours on each occasion. Payment shall be made at the same time as the Employee receives his regular pay cheque.

12.03 Call Out

Where an Employee has left his normal place of employment after completing his regular detailed hours and is called back to work by the Supervisor, the Employer agrees to pay the Employee for a minimum of four (4) hours at overtime rates.

12.04 Pyramiding of Overtime

Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis, and there shall be no pyramiding of overtime.

ARTICLE NO. 13 PAYMENT OF WAGES

13.01 Paid for Time

Employees shall be paid in accordance with the provisions of this Collective Agreement, except as modified by agreement between the Union and the Employer.

13.02 Pay Period

Employees shall be paid in accordance with current Abbotsford payroll policies and shall receive their pay by direct deposit on a bi-weekly basis.

13.03 Separation of Employment

Upon discharge, the Employer shall pay, within two (2) working days of such discharge, all money due to the Employee. Upon quitting, the Employer shall pay all money due to the Employee on or before the pay day following the quitting.

13.04 Regular Wage Rates

The regular rates of wages shall be those set out in Schedules "A" and "B", hereunto annexed and forming part of this Agreement.

13.05 Payment of Wages

Where an Employee has been promoted or reclassified, the rate of pay shall be the first increment that provides for a pay increase above the Employee's present rate of pay. Payments of salary increments shall be made at intervals of 12 months, or hours worked equivalent to 12 months full-time for Part-time Employees, commencing 12 months from the date of such promotion or reclassification and not 12 months from the anniversary date of his or her employment by the Employer.

13.06 Pay Rates on Job Posting

When an Employee is assigned by the O.I.C. - Support Services to another classification as set forth in Schedule "A" and "B", the rate of pay shall be the increment in the salary range of the new classification that provides an increase from the Employee's current rate of pay, unless the Employer authorizes a higher starting rate.

13.07 Pay for Acting in Senior Capacity

Appointments of Employees to a level of higher responsibility must be authorized by the appropriate O.I.C.

Where an Employee is temporarily appointed 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 where 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.

13.08 Payment of Salary Increments

Payment of salary increments shall be made at intervals of 12 months, or equivalent hours worked for Part-time Employees, with the first interval commencing 12 months from the date of assignment and not 12 months from the anniversary date of his or her employment by the Employer. It is understood that hours worked in a lower rated classification do not apply as hours worked in a higher classification for the purpose of qualifying for incremental increases.

13.09 Employee Training

- (a) Employees training for positions shall be paid their regular wages during the training period, provided such training period is required by the Employer.
 - (i) “Training Day” - shall mean those days that Employees are required to attend for the express purpose of updating and enhancing their general knowledge.
 - (ii) “Compensation” - Employees required to attend training on their days off shall receive another day off as mutually agreed.

13.10 Employee Trainer

Where an Employee Trainer is assigned by the O.I.C. - Support Services to train a new Employee, the Employee Trainer shall receive a bonus of \$1.00 per hour up to a maximum two week training period per Employee, except for Communications Operators II or III where the training period shall not exceed four blocks. It is understood that the Employer shall determine the content of the training program and the length of the training period within the described time periods (which may be extended by mutual agreement between the parties), and the Employee Trainer will complete a performance review as required.

13.11 Membership Fees

The Employer shall pay fees for membership in associations where such membership is required in the class specification.

13.12 Shortfall

The Employer agrees that, should an Employee’s pay cheque reflect a shortage as a result of an internal error, a cheque for the estimated difference shall be prepared within three (3) working days of the matter having been brought to the attention of the Employer; however, this clause shall not apply where the shortage is for a period of five (5) hours or less. In such instance, the shortage shall be included on the next pay period.

ARTICLE NO. 14 STATUTORY/PAID HOLIDAYS

14.01 Holidays

- (a) All Full-time Employees shall have the following Statutory/Paid Holidays off, with pay, at the Employee’s regular rate of pay:

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed by the Federal, Provincial or Municipal governments.

- (b) Part-time and Temporary Employees will receive a percentage in lieu of Statutory/Paid Holiday pay in accordance with Articles Nos. 4.02 and 4.03.

14.02 Entitlement to Statutory/Paid Holidays

- (a) For the purpose of 14.01 above, all new Full-time Employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory/Paid Holiday.
- (b) If a Statutory/Paid Holiday, or any other day proclaimed by the Federal, Provincial or Municipal government, falls on, or is observed during, an Employee's vacation period, he/she shall be granted an additional day's vacation for each such Statutory/Paid Holiday in addition to his/her regular vacation entitlement, at a time as mutually agreed.
- (c) Any Full-time Employee on paid sick leave or leave of absence with pay shall also be entitled to the Statutory/Paid Holiday with pay.
- (d) Employees absent by reason of leave of absence without pay, lay-off, Workers' Compensation, UIC sick leave benefits, long term disability, discharge, suspension, or resignation from employment effective on a Statutory/Paid Holiday, shall not be entitled to Statutory/Paid Holiday pay.

14.03 Overtime Pay on a Statutory/Paid Holiday

- (a) Schedule "A" Full-time Employees shall be paid double time for hours worked on a Statutory/Paid Holiday in addition to any Statutory/Paid Holiday entitlement as defined in 14.01 (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (b) Schedule "B" Full-time Employees shall be paid time and one-half for hours worked on a Statutory/Paid Holiday in addition to any Statutory/Paid Holiday entitlement as defined in 14.01(a) above of this Article, except as otherwise provided in the Agreement or by mutual consent of the Parties.
- (c) Part-time Employees shall be paid time and one-half for hours worked on a Statutory/Paid Holiday.
- (d) Where an Employee is required to work a shift which commences on the day previous to a statutory holiday and such shift finishes on a statutory holiday, the Employee shall receive compensation at the rate of straight time in pay for all hours worked on such shift. Hours of such shift which fall on the statutory holiday shall not be considered time worked on the statutory holiday.

- (e) Where an Employee is required to work a shift which commences on a statutory holiday and such shift finishes on the day following the statutory holiday, all of the hours worked on such shift shall be considered time worked on the statutory holiday.

14.04 Holiday Observance

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or any other day, as mutually agreed between the Parties, shall be deemed to be holidays for the purpose of this Agreement. When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off, with pay, at a time mutually agreed upon between the Employee and the Employer.

ARTICLE NO. 15 VACATION

15.01 Annual Vacations

- (a) "Calendar Year", for the purpose of this Agreement, shall be the period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of service, for any reason, adjustment will be made for any overpayment of vacation.

15.02 Vacation Entitlement

- (a) Effective January 1, 1996, Full-time Employees shall be granted paid annual vacation as follows:

<u>Calendar Years of Service</u>	<u>Entitlement</u>
(a) 1st calendar year	10 working days
(b) 2nd calendar year	12 working days
(c) 3rd calendar year	15 working days
(d) 4th calendar year	16 working days
(e) 5th calendar year	17 working days
(f) 6th calendar year	18 working days
(g) 7th calendar year	19 working days
(h) 8th calendar year	20 working days
(i) 9th calendar year	21 working days
(j) 10th calendar year	22 working days
(k) 11th calendar year	22 working days
(l) 12th calendar year	23 working days
(m) 13th calendar year	23 working days
(n) 14th calendar year	24 working days
(o) 15th calendar year	24 working days
(p) 16th calendar year	25 working days
(q) 17th calendar year	26 working days

- | | | |
|-----|-------------------------------|-----------------|
| (r) | 18th calendar year | 27 working days |
| (s) | 19th calendar year | 28 working days |
| (t) | 20th calendar year | 29 working days |
| (u) | 21st calendar year | 30 working days |
| (v) | 22nd and each subsequent year | 31 working days |
- (b) Employees with less than twelve (12) months' continuous service - in accordance with Employment Standards.
- (c) Payment for vacation shall be at the Employee's rate of pay as at the time he/she takes vacation.

15.03 Time Worked for Calculating Vacation Leave

The following shall be considered as time worked in calculating an Employee's calendar years of service for the purpose of determining entitlement:

- (a) any period of paid authorized leave;
- (b) paid sick leave;
- (c) on Workers' Compensation; however, Employees shall not accumulate vacation entitlements during this period.

15.04 Vacation Schedule

- (a) Employees shall be granted their vacation dates in order of seniority, consistent with the efficient operation of the Employer. However, only one (1) two-week vacation period shall be selected by seniority until all eligible Employees in the bargaining group have selected one period. The seniority provision of this section cannot be used for vacation which is not booked in the annual vacation plan of the department by March 31st. Vacation approvals for the two-week period will be determined by April 30th.
- (b) The remainder of the vacation to which such Employee is entitled shall be granted at a mutually-agreed time consistent with the efficient operation of the Employer.

Every effort shall be made to use up vacation in the year it is earned. All vacation not taken in the year earned shall be taken in the first five (5) months of the new year at a mutually-agreed time.

- (c) Unless otherwise mutually agreed between the Employer and the Employee, every Employee shall be notified at least fifteen (15) days prior to being required to take any vacation period.
- (d) Where an Employee is leaving the service of the Employer, he shall be paid in accordance with Sections 15.01(a) or (b) through 15.02(a), (b) or (c), whichever is applicable, for all earned and outstanding vacation up to, and including, the last day worked.

15.05 Interrupted Vacation Leave

When, in respect of any period of authorized vacation leave with pay, an Employee, upon application:

- (a) is granted bereavement leave; or
- (b) is granted sick leave on production of a medical certificate

the period of vacation leave so displaced shall be added to the vacation leave if requested by the Employee and approved by the Employer, or reinstated for use at a later date as mutually agreed.

15.06 Review of Vacation Entitlement

In the event of promotion, transfer, or demotion to another position, a Full-time Employee's scheduled vacation period will be reviewed.

ARTICLE NO. 16 SICK LEAVE

16.01 Definition

"Sick leave" means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, quarantined, for doctor or dentist personal appointments, or because of accident for which compensation is not payable under the Workers' Compensation Act.

16.02 Sick Leave

The Employer and the Union agree that the Department's ability to provide an exceptional level of service to the public is positively affected by the commitment of all Employees to consistently attend work. The Employer and the Union also agree that the health of the Department's Employees is of primary importance and that an Employee who is consistently absent from work should be offered reasonable assistance to overcome any problems causing such absences.

16.03 Sick Leave Entitlement

- (a) Full-time Employees shall earn one and one-half days per month, upon successful completion of the probationary period, to be paid during sick leave, cumulative to a maximum of one hundred twenty (120) days.
- (b) Part-time Employees eligible for sick leave accumulation, upon successful completion of the probationary period, shall earn sick leave on a pro rata basis calculated at the end of each month.

16.04 Medical Certificates

Medical certificates stating that the Employee is unable to perform the duties of the job due to illness or injury may be required by the Employer as proof of sickness. If medical certificates are required by the Employer, the cost of the medical certificate shall be paid by the Employer.

16.05 Absence Reporting

An Employee who is unable to report to work because of illness shall advise his/her immediate supervisor before starting time of each shift that he/she will not be at work due to illness. If the immediate supervisor is off-duty, the Employee shall advise the on-duty Station Commander. The requirement to call in before each scheduled shift is waived if the Employee provides a medical certificate stating that the Employee is unable to work due to illness and, where possible, stating the expected period of absence, or if the Employer waives this requirement. Extenuating circumstances shall not result in an Employee's sick leave being withheld.

16.06 Family Illness

Where no one at home, other than the Employee, can provide for the needs of a sick member of his/her immediate family, the Employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) sick leave days, per year.

16.07 Illness While in a Higher Rated Position

When an Employee has worked in a higher-rated position for more than twenty (20) consecutive working days immediately prior to an illness, the Employee receives that rate of pay upon illness; however, the Employee reverts to regular rate of pay for sick leave at that time the Employee would have reverted to his/her regular position.

16.08 Restitution of Sick Leave Bank

Where an Employee is engaged in civil litigation for the purpose of recovering lost wages and benefits, the Employer will permit the Employee to use his/her sick leave credits, subject to the Employee entering into an agreement with the Employer for replacement of such sick leave credits at the conclusion of the civil proceedings or upon termination of employment, whichever occurs first.

It is further understood that repayment of sick leave credits and benefits would only be required should there be an award for lost wages and benefits and only to the extent of the award.

ARTICLE NO. 17 LEAVE OF ABSENCE

17.01 Bereavement Leave

Upon request, an Employee shall be granted bereavement leave at his regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Articles Nos. 17.02 and 17.03.

17.02 Death of Immediate Family Member

In the event of the death of the Employee's spouse, common-law spouse, child, parent or guardian, the Employee shall be entitled to five (5) days bereavement leave.

17.03 Death of Relative

In the event of the death of a brother, sister, grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, the Employee shall be entitled to three (3) days bereavement leave.

17.04 Payment for Balance of Shift

In addition, if the Employee is notified of the death while he is working, he will be excused from, and paid for, the balance of that working shift, and this time shall not be charged against the three (3) or five (5) days of leave.

17.05 Funeral Leave

Upon giving twenty-four 24 hours' notice, an Employee shall be granted one-half day with pay for the purpose of attending a funeral as a pallbearer or mourner, provided that the granting of such time-off shall not be inconsistent with the efficient operation of the business.

17.06 Imminent Death

The Employer shall, upon request of the Employee, grant compassionate leave to Employees where death appears imminent of family members covered by this Section. Such leave, together with bereavement leave granted under Sections 17.02 and 17.03 shall not exceed the days specified in Sections 17.02 and 17.03. A Doctor's certificate may be required for the granting of such leave.

Use of this clause "imminent" shall be only used once per family member.

17.07 Travel Time

Where the burial occurs outside the Province an additional leave, without pay, may be granted for reasonable travelling time, not to exceed seven (7) days.

17.08 Jury Duty

- (a) Full-time and regularly scheduled Part-time Employees who are called to serve as Jurors or are subpoenaed as Witnesses in any Court, shall be granted leave of absence without loss of any privileges. Normal pay will continue to be issued. At the conclusion of the jury duty, the Employee shall obtain a certificate from the court showing the period of his/her service and the amount of the compensation received, and shall deposit this certificate, together with the full amount of the compensation, but not including travelling expenses, with the Employer.

- (b) An Employee subpoenaed as a witness in Court and/or required to attend meetings with legal Counsel as a consequence of his/her employment shall be paid his/her regular hourly rate and, where applicable, overtime for all such time.
- (c) Leave of absence without pay shall be granted where an Employee is required to attend court on his/her behalf.
- (d) This section will have no application for an Employee on unpaid leave of absence or when receiving benefits under the Health and Welfare program, Workers' Compensation, or as otherwise covered in this Agreement.

17.09 Leave of Absence

- (a) Upon written request of the Employee an Employer may grant leaves of absence, without pay, up to a maximum of ninety (90) calendar days, provided the requirements of the Employer's service will permit, for extended vacation, educational purposes or compassionate reasons, provided that vacation, sick leave credits, and all other benefits will be pro rated.
- (b) Any Employee on leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority rights and his name shall be stricken from the seniority list and he will no longer be considered an Employee of the Employer.

17.10 Elections

Any Employee eligible to vote in a Federal or Provincial election is entitled to have such time free from his employment as provided in the Elections Act. The period of time shall be granted to each Employee at the time of day that best suits the convenience of the Employer.

17.11 Leave for Elective Office

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence for a maximum of two (2) months so that the Employee may be a candidate in federal, provincial, or municipal elections. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both the Employee's and Employer's share of the premiums.

An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.

17.12 Parental Leaves of Absence

(a) Maternity Leave

Upon written request, one (1) month in advance, accompanied by a certificate from the Employee's physician estimating the date of birth, leave of absence without pay and without

loss of seniority shall be granted for pregnancy to a maximum of eighteen (18) weeks. The Employee returning to work after maternity leave shall provide the Employer with at least one (1) month's notice.

- (b) The Employer reserves the right to require an Employee to commence maternity leave where the duties of the Employee cannot be performed because of pregnancy, and to continue the leave of absence until the Employee provides a medical certificate stating that she is able to perform her duties.
- (c) While an Employee is on maternity leave, employment is considered to be continuous for the purpose of establishing entitlement to annual vacations. During the absence, all pension, medical, and other benefit plans continue, provided the Employee pays the requisite costs of any jointly paid benefits plans.

(d) **Parental Leave**

An Employee shall be granted, upon request, a parental leave, as provided for in Part 7 of the Employment Standards Act. Upon written request, one (1) month in advance, leave of absence without pay and without loss of seniority shall be granted for paternity leave to a maximum of twelve (12) weeks. Such leave shall be granted to only one (1) parent at any one time in the event that both parents are Employees of the Board. Such leave granted must be continuous.

(e) **Extended Parental Leave**

Where a doctor's certificate is provided at least four (4) weeks in advance stating that a longer period of leave is required for health reasons, the Employer may extend the leave up to a maximum of an additional twelve (12) weeks, without pay and without loss of seniority. Employees may continue their health and welfare benefits provided the full cost of same is paid by the Employee to the Employer in advance.

(f) **Return From Parental Leaves of Absence**

On return from maternity and/or parental leave, the Employee will be offered her former position, if it still exists, or be assigned a comparable position. An Employee returning from extended parental leave shall be assigned a comparable position.

(g) **Paternity Leave**

Male Employees shall be entitled to one (1) day paternity leave, with full pay and benefits, to attend the birth of his child or to attend the homecoming of the mother and child provided such day falls on his regular work day.

(h) **Early Return and Emergency Situations**

Where an Employee will be returning to work early and/or an emergency arises, as defined in Part 7 of the Employment Standards Act, the relevant provisions of the Act will prevail.

ARTICLE NO. 18 JOB CLASSIFICATION

18.01 New Job Category

Where new categories of employment for which rates of pay are not established by the Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rates established shall be retroactive to the date of implementation.

18.02 Job Content Review

The Parties support the principle of a payment of wages based on job responsibilities and requirements. The purpose of this procedure, therefore, is to maintain and determine job content and assess the internal relationship between job classifications within the Bargaining Unit.

Where the content of a job has materially changed, the Employee may request a job content review. Such requests, detailing the reasons why the job content is deemed to have changed, must be made, in writing, directly to the O.I.C. - Support Services.

The request will be reviewed by the Employer, the status of which will be communicated to the Employee and the Union within three (3) months.

Where the Employee or the Union is not satisfied with the conclusions of the job content review the Employee or the Union may refer the issue of the job content review to a joint committee, comprised of two (2) members of the Union and two (2) members of the Employer, for review. If the Parties are unable to resolve the issue, it may be referred to a neutral classification specialist mutually agreed to by the Parties. The recommendations of the neutral classification specialist shall be final and binding by mutual agreement of the Parties.

The costs of the neutral classification specialist will be borne equally by the Union and the Employer.

ARTICLE NO. 19 EMPLOYEE BENEFIT PLAN

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of benefit plans, and the Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

19.01 Health and Extended Plans

Effective January 1, 1998, and unless otherwise provided in this Agreement, the Employer agrees to pay 100% of the premium cost of the following plans:

- (a) Medical Services Plan of B.C.;

- (b) Extended Health Plan - coverage by this plan is subject to a deductible of \$25.00 with a co-insurance of 80% of eligible expenses, including the eyeglass option of \$150.00 every two (2) years and the hearing aid option of \$400.00 every five (5) years, per member and dependent, in accordance with the provisions of the master carrier.

19.02 Dental Plan

Unless otherwise provided in this Agreement, the Employer agrees to pay 75% of the premium cost of a plan based on the following general principles:

Plan A - Basic Dental Services - pays for 80% of approved schedule of fees to a maximum of \$2,000 per year, per insured person.

Plan B - Prosthetics, Crowns and Bridges - pays for 50% of approved schedule of fees to a maximum of \$2,000 per year, per insured person.

Plan C - Orthodontics - pays for 50% of approved schedule of fees to a maximum of \$2,000 in a lifetime, per insured person.

19.03 Group Life Plan

The Employer agrees to pay 100% of the premium of the existing Group Life Insurance Plan for Full-time Employees. The Plan provides a death benefit of 200% of annual earnings rounded to the next higher integral multiple of \$1,000. The maximum amount of life insurance is \$200,000.

19.04 Long Term Disability

The Employer agrees to continue the existing long term disability plan. 100% of the premium shall be paid by the Employees.

19.05 Changes to Plan

The Employer may institute a plan which is equal or superior to a plan referred to in this Article. Eligibility for enrolment and administration of benefits plans shall be in accordance with the provisions of the master carrier.

19.06 Pension

- (a) Employees who are eligible shall be covered by the provisions of the Pension Act (Municipal).
- (b) Part-time Employees, at the option of each Employee, shall be enrolled in the Municipal Pension Plan, or according to the provisions of the Pension Act (Municipal), whichever is applicable.

19.07 Continued Coverage

When an Employee is on an authorized unpaid leave of absence, or when a grievance is invoked on his discharge, the Employer shall continue to pay the Employee's Health and Welfare Plan premiums and Union dues so that the Employee shall be protected to the utmost, provided:

- (a) the Employee reimburses the Employer for such premium paid on the Employee's behalf and the Employee is, at no time, more than five (5) months in arrears; and
- (b) the period of such coverage shall exceed nine (9) months only by mutual agreement of the Parties;
- (c) when an Employee returns to work, the Employer shall deduct from his earnings any monies the Employer has paid out in respect of his contributions;
- (d) in the event the Employee does not return to work and the Employee refuses or neglects, on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount of Union dues.

ARTICLE NO. 20 OCCUPATIONAL HEALTH AND SAFETY

20.01 Health and Safety Committee

A Health and Safety Committee shall be established by the Employer in accordance with regulations established by the Workers' Compensation Board.

The Committee shall have equal representation, with two (2) members from the Union and two (2) members from the Employer.

The Committee shall discuss all unsafe, hazardous, or dangerous conditions, promote safety to Employees, and make recommendations where warranted. A copy of the minutes of the Committee meetings shall be forwarded to the Union.

20.02 Protective Clothing

The Employer shall issue protective clothing where required. It shall be the responsibility of the Employer to clean, launder, and maintain all such clothing. All protective clothing remains the property of the Employer and must be turned in for replacement.

20.03 First Aid Certificate

Any Employee holding a valid occupational first aid certificate, recognized under the Workers' Compensation Board regulations, who is designated by the Employer to carry out the duties of a First Aid Attendant, pursuant to the above regulations, shall receive, in addition to his regular rate, the following premium based on the class of certificate required: Level II - 55¢ per hour.

20.04 Day of Injury

Employees shall receive full wages and benefits for the first day when they are injured on the job.

20.05 Workers' Compensation Benefits

1. Where a Full-time Regular Employee is absent from work due to illness or injury and is in receipt of an approved W.C.B. claim as a result of such injury or illness, the Employer shall, for the first two pay periods, advance to that Employee an amount which is as closely as mathematically possible approximates his/her "normal take-home" pay after normal deductions on behalf of the Employee for Unemployment Insurance, Canada Pension Plan, Superannuation and the Employee's share of his/her benefit coverage, provided:
 - (a) the Employee has sufficient sick leave to cover time off as a result of the Workers' Compensation claim that will be deducted from the Employee's sick leave bank. Sufficient sick leave means that the sick leave must cover complete shifts and partial shifts will not be paid;
 - (b) the Employee turns over to the Employer all monies received from W.C.B. in respect to such injury or illness; and
 - (c) upon receiving monies from Workers' Compensation, the Employer will reinstate the Employee's sick leave bank for the amount of the award.
2. Provided the conditions contained in 1. (a) and (b) are met, the Employer shall:
 - (a) continue to pay its normal share of cost of Unemployment Insurance, Canada Pension Plan, Superannuation and the Employee's benefit coverage, it being understood that the Employer's share for Unemployment Insurance and Canada Pension Plan is only on the amount by which an Employee's normal gross salary exceeds the W.C.B. award.
 - (b) Income tax shall not be calculated and deducted on behalf of Employees covered by this provision, except on the amount by which an Employee's normal gross salary exceeds the W.C.B. maximum insurable earnings.

20.06 Occupational Accident

The Employer shall pay the Employer's share of all benefits while an Employee is off on a Workers' Compensation claim, provided the Employee pays the Employee's share. This arrangement shall not exceed twelve (12) consecutive months.

20.07 Right to Refuse Unsafe Work

An Employee will not be required to work at a job which is unsafe. If an Employee is concerned about the safety of the job site or equipment assigned, he will immediately report the condition to his management supervisor who will ensure the work is performed without undue risk.

If the matter remains unresolved, it shall be referred to the Health and Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the Employee shall not be disciplined for his refusal to work due to the unsafe condition.

20.08 Disclosure of Information

Upon request, the Employer shall provide to the Health and Safety Committee the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

20.09 Safety and Health Reports, Records and Data

Upon request of the Chairperson of the Health and Safety Committee the Employer shall provide the members of the Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

ARTICLE NO. 21 TECHNOLOGICAL CHANGE

21.01 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 Collective Agreement.

21.02 Notice of Change

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

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

21.03 Retraining

The Parties agree that Employees affected by technological change will be offered retraining in their own job or, where the Parties jointly agree, to a comparable job at the Employer's expense. Where retraining is not a viable option, affected Employee(s) shall be entitled to exercise seniority rights pursuant to Article No. 7, Seniority, and Article No. 9, Lay-off and Recall.

ARTICLE NO. 22 JOB SECURITY

22.01 Lay-off

The Employer agrees that there will be no lay-off of Full-time Employees, not subject to seasonal lay-off, during the term of this Agreement. It is agreed that this Section shall apply only to Employees employed as of January 1, 1993.

22.02 Volunteers

The Union agrees that the Employer shall have the right to use volunteers. Volunteers, under this Section, shall not be used to replace any Regular Employee. The current practice pertaining to volunteers shall continue.

ARTICLE NO. 23 SAVINGS CLAUSE

23.01 Validity of Sections

If any Section of this Agreement, or any amendments hereto, should be held invalid by operation of law or by any tribunal of complete jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any amendment hereto, shall not be affected thereby.

23.02 Negotiations for Replacement of Section Held Invalid

In the event that any Section is held invalid, or enforcement of, or compliance with which has been restrained as set forth above, the Parties affected thereby shall enter into immediate collective bargaining, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure as outlined in Article No. 5.

ARTICLE NO. 24 RETIREMENT

24.01 Retirement

- (a) Employees who are eligible shall be covered by the provisions of the Pension Act (Municipal).
- (b) All Employees who reach the maximum retirement age of sixty-five (65) years shall retire at the end of the calendar month in which they reach age sixty-five (65).

24.02 Retirement Gratuity

- (a) Employees (age 55 or over) who, after completion of a minimum of five years' service, retire on municipal pension, shall receive two months' pay plus an additional week's pay for every additional five years of continuous service.
- (b) Employees retiring on a municipal pension, or upon reaching maximum retirement age, are entitled to annual vacation as follows:
 - (i) if retiring before July 1st, they receive one-half of the usual annual vacation entitlement;
 - (ii) if retiring July 1st or later, they receive their full annual vacation entitlement.

ARTICLE NO. 25 GENERAL CONDITIONS

25.01 Plural or Feminine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Parties hereto so require.

25.02 Workplace Human Rights

Consistent with the provisions of the Human Rights Act of British Columbia, the Employer and the Union recognize the right of Employees to work in an environment free from discrimination and harassment.

Any complaint alleging discrimination shall be dealt with in accordance with appropriate policy and/or through the Grievance Procedure.

25.03 Joint/Consultation Committee

It is agreed that both Parties recognize the value of Joint/Consultation meetings.

A committee consisting of a maximum of four (4) representatives of the Union and an equal number of Employer representatives shall be established to discuss matters of mutual concern. The committee will meet when requested, in writing, by either Party.

Union representatives attending Committee meetings will not suffer any loss of pay.

25.04 Use of Private Vehicle

- (a) If an Employee is required to provide his/her own vehicle, in accordance with the class specification for the position, and the vehicle is approved by the Employer, the Employee shall be paid 30¢ per kilometre, or \$50.00 per month, whichever is greater, for use of the vehicle on the Employer's business.
- (b) It is the Employees' responsibility to provide proof, if requested, that proper automobile liability insurance is carried for the use of their vehicle while working. The Employer shall reimburse the Employee for the cost of the "commercial insurance" which is over and above the normal insurance of the vehicle, excluding surcharges as a result of accidents or convictions.
- (c) Casual use of an Employee's vehicle shall be reimbursed on the straight mileage basis.

25.05 Physical or Medical Examinations

Any Government- or Employer-required physical or medical examination relating to job requirements shall be promptly complied with by all Employees, and the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during his working hours.

25.06 Termination of Employment

- (a) Employees shall be entitled to notice upon termination on the following basis:
 - (i) two (2) weeks' notice or pay in lieu of notice for under five (5) years' service;
 - (ii) one (1) month's notice or pay in lieu of notice for five (5) years or more of continuous service with the Employer.
- (b) It is mutually agreed that the above provisions do not apply in cases of temporary lay-off or discharge for just cause.
- (c) Where an Employee is voluntarily leaving the service of the Employer, the Employer shall be entitled to the notice on the same terms as outlined in Section 25.06(a).

25.07 Treatment/Testing

An Employee who is required to attend while off duty at a medical facility for initial treatment and/or testing relative to potential job-related exposure to a serious infectious disease, including but not limited to Tuberculosis, Hepatitis or HIV, shall receive six (6) hours regular straight time compensation for such attendance.

Term of Agreement

The Parties agree that this Agreement shall be in full force and effect from the 1st day of January, 2000, until the 31st day of December, 2002, and from year-to-year thereafter provided that either Party may, not less than ninety (90) days and not more than one hundred twenty (120) days immediately preceding the 31st day of December, 2002, or immediately preceding any succeeding 31st day of December thereafter, by written notice to the other Party, require the other Party to commence Collective Bargaining.

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout, or the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

The Parties hereto agree to waive the provisions of Section 50(2) and (3) of the Labour Relations Code of British Columbia.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

SCHEDULE “A” - Classifications and Pay Rates

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SCHEDULE “B” - Classifications and Pay Rates

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Where an Employee has been promoted or reclassified, the rate of pay shall be the first increment that provides for a pay increase above the Employee’s present rate of pay. Payments of salary increments shall be made at intervals of 12 months, or hours worked equivalent to 12 months full-time for Part-time Employees, commencing 12 months from the date of such promotion or reclassification and not 12 months from the anniversary date of his or her employment by the Employer.

Letter of Understanding No. 1

Part-time Benefits

- (a) Part-time Employees on the seniority list, upon ratification of this Agreement (March 4, 1994), will retain existing benefits according to the provisions of the 1994 C.U.P.E. Collective Agreement or opt for the negotiated benefits as set forth in Article No. 4, Section 4.02(a) through (c), whichever is applicable, of this Collective Agreement.
- (b) Part-time Employees, if eligible, are entitled to enrol in medical, dental, and extended health benefits effective the first day of the month following the month of ratification of this Agreement.
- (c) Part-time Employees whose seniority date is March 4, 1994, or earlier and are not eligible for part-time benefits as per Article No. 4.02, shall retain any sick leave entitlements accrued up to the date they transferred to part-time status. Part-time Employees shall not be able to use retained sick leave entitlements until they either transfer to full-time status or qualify for part-time benefits as per Article No. 4.02 and opt to participate in the benefits package.

Part-time Employees, other than those eligible and that opt to participate in the benefits package, will not accrue any further sick leave entitlements beyond the date they transferred to part-time status.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 2

Lay-off

1. Employees who are laid off shall be given first opportunity to displace an Employee with the least seniority within the same job classification and performing the same duties.

2. Where an Employee's seniority does not permit the Employee to bump into a job in accordance with 1. above, the Employee shall be given the opportunity to displace an Employee with the least seniority in a classification previously held by the Employee, subject to demonstrating to the Employer the required skills, knowledge, and ability to perform the job.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 3

Communications Operators II and III Special Shift

1. The City of Abbotsford Police Board (hereinafter referred to as the “Board”) and Teamsters Local Union No. 31 (hereinafter referred to as the “Union”) agree to continue with the 11-1/2 hour shift schedule covering all Communications Operator II and Communications Operator III’s employed in the City of Abbotsford Police Service. This shift schedule will be evaluated every six (6) months.
2. This 11-1/2 hour shift may be discontinued at any time by either Party giving sixty (60) days’ written notice to the other Party of its desire to terminate this Letter of Understanding. A joint committee, consisting of two (2) representatives from the Board and two (2) representatives from the Union, shall be established to review the matter prior to discontinuation of the shift.
3. Communications Operator II and III positions shall work two 11-1/2 hour day shifts (exclusive of a 30 minute meal break) followed by two 11-1/2 hour night shifts (exclusive of a 30 minute meal break), and then shall have scheduled periods of rest according to item #4 of this Letter of Understanding.

Effective date of signing, shifts shall be as follows:

- (a) Day Shift: 0600 to 1800 hours;
 - (b) Night Shift: 1500 to 0300 hours; or
1800 to 0600 hours.
4. In each shift, Communications Operators II and III will be relieved for one (1) unpaid 30 minute meal break and two (2) 22-1/2 minute rest periods. Subject to the approval of the Supervisor, the 30 minute meal break will be paid at overtime rates if the Communications Operator II or III is not relieved for such meal break.
 5. The work of Communications Operator II and Communications Operator III is required to be performed continuously and on every day, including statutory holidays, throughout the year. Sections 14.01, 14.03 and 14.04 of Article No. 14 of the Agreement would not apply and therefore:
 - (a) If a Communications Operator II or III Employee’s normal work day falls on a statutory holiday and he does so work on that day, he shall be paid or credited at one and one-half (1-1/2) times his regular hourly rate for each hour worked on the holiday. In addition, he shall be entitled to statutory holiday pay in an amount equal to his regular rate of pay for eight (8) hours. It is understood that a statutory holiday is defined as a calendar day beginning at midnight and ending at midnight.

- (b) A Communications Operator II or Communications Operator III who is not scheduled to work on the day of a statutory holiday will, if otherwise qualified, be entitled to eight (8) hours statutory holiday pay at his regular hourly rate.
 - (c) If the normal work day for a Communications Operator II or III falls on a statutory holiday, and the Employee is authorized to take the statutory holiday off, the Employee's vacation or overtime bank will be deducted by 11-1/2 hours and the Employee will receive an amount equal to eight (8) hours pay at the regular hourly rate of pay. In other words, the Employee will receive 19.5 hours in pay for the day of the statutory holiday.
 - (d) Where an Employee is required to work a shift which commences on the day previous to a statutory holiday and such shift finishes on a statutory holiday, the Employee shall receive compensation at the rate of straight time in pay for all hours worked on such shift. The hours of such shift which fall on the statutory holiday shall not be considered time worked on the statutory holiday.
 - (e) Where an Employee is required to work a shift which commences on a statutory holiday, and such shift finishes on the day following the statutory holiday, all of the hours worked on such shift shall be considered time worked on the statutory holiday.
6. Conversion of cost factors from 8-hour to 11-1/2 hour shifts, or benefits based on the working period, are to be made so that there will be no increase in costs to the Board and no loss to Union members in these conversions; for example: one (1) day of vacation would equal eight (8) hours; fifteen (15) working days, or three (3) weeks of vacation, would equal one hundred twenty (120) hours; eleven (11) statutory holidays would be equal to eighty-eight (88) hours; sick leave, if earned, would be granted as eighteen (18) days per year ($18 \times 8 = 144$ hours); however, it would be equated as one hundred forty-four (144) hours; and etc.
7. (a) Communications Operator II or Communications Operator III working the 1830 to 0630 hours shift would be paid the normal specified rate of shift differential for all hours worked. There will be no shift differential for Communications Operator II or Communications Operator III working the 0630 to 1830 hours shift.
- (b) The Employer may advance or delay start times for any Employee, without penalty, for up two (2) hours in either direction of the scheduled start time with (3) three days notice; however, in the case of emergency operational requirements, no notice is required.
8. Overtime, as per Schedule "B" Notes, for each Communications Operator II or Communications Operator III will apply following the completion of 11-1/2 consecutive hours of work. Time for meal breaks, if paid, will not be considered as hours worked for the purpose of computing overtime. Because the shift schedule provides for four (4) consecutive days off, the following will apply in determining overtime pay as per Schedule "B" Notes:
- (a) the first day off will be the first day of rest;

- (b) the second day off will be the second day of rest;
- (c) the third day off will be the first day of rest;
- (d) the fourth day off will be the second day of rest.

In administering overtime, it is understood that no pyramiding will occur in that a Communications Operator II or Communications Operator III will not be paid overtime and premium pay for the same hours worked.

Part-time Employees may work up to 92 hours in a bi-weekly pay period without incurring overtime except as specifically provided under the Collective Agreement. Part-time Employees who work 4 consecutive 11.5 hours shifts are entitled to 4 consecutive days off.

- 9. Definitions of the work day and the work week for Communications Operator II and Communications Operator III shall be considered to have been revised to conform to the 11-1/2 hour shift.
- 10. Communications Operator II or Communications Operator III working the 11-1/2 hour shift who are required to attend courses, workshops, etc., shall attend on the basis of an eight-hour day and this shall not be a cost factor to the Board, nor shall the Communications Operator II or Communications Operator III suffer a loss.

Communications Operator II and Communications Operator III will be paid on a bi-weekly basis for the number of hours of actual work in each bi-weekly pay period.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 4

Employee Assistance Program

The Parties agree to an Employee Assistance Program for Full-time Employees as follows:

The Employer will pay 100% of the costs for a maximum of four (4) hours counselling services per Employee, per year, to be provided by Valley Therapy Centre, to a maximum total cost of \$1,000 per annum. It is further understood that, should the cost of this benefit exceed \$1,000, the Employees will pay the difference. If the Parties negotiate an alternate Employee Assistance Program, the cost arrangements will be shared equally between the Employer and the Employee.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 5

Severance Pay

Effective date of signing to December 31, 2002, the Parties agree to the following:

A Regular Employee who has received written notice of lay-off shall, within five (5) working days, elect to:

1. exercise his seniority rights for bumping purposes; or
2. accept lay-off.

If the Employee accepts lay-off he shall, within thirty (30) calendar days from the effective date of lay-off elect to:

1. either retain seniority right of lay-off and recall; or
2. accept severance pay.

Upon acceptance of severance pay, all seniority rights and rights of recall under the Agreement are terminated, or upon acceptance of retention of seniority rights of lay-off and recall, all rights to severance pay under these provisions are terminated.

Entitlement to, and severance pay for, each Regular Employee will be as follows:

1. three (3) days' pay for each year of service up to, and including, five (5) years of service;
2. five (5) days' pay for each year of service after six (6) years of service;
3. the maximum number of days' pay for severance will be ninety (90) days' pay.

Part-time service shall be calculated on a pro rata basis. Salary upon which severance pay is calculated shall be based on the Employee's salary at the effective date of his/her termination. It is mutually agreed that the above provisions do not apply in cases of temporary lay-off or discharge for just cause.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 6

Uniforms

The Employer agrees to provide, maintain and launder special apparel for Detention Guards. Each Detention Guard shall receive the following uniform complement:

- Four (4) shirts
- Two (2) pairs of pants

All of the articles referred to above shall be replaced, without charge, by the Employer if worn or damaged upon inspection. In the event personal footwear is damaged or contaminated, in the performance of the Employee's duties, it will be replaced as per Department policy.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

Letter of Understanding No. 7

Contracting Out

Effective date of signing to December 31, 2002, the Parties agree as follows:

The Employer has the right to contract out any part of its operation. No Full-time Regular Employees in the service of the Employer, at the time of signing this agreement, will be laid off as a direct and immediate result of contracting out.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF THE TEAMSTERS
UNION LOCAL NO. 31

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