

2000 - 2002

COLLECTIVE AGREEMENT

between the

**MUNICIPAL POLICE BOARD OF THE CORPORATION OF THE
MUNICIPALITY OF DELTA**

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454, OF DELTA

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THIS AGREEMENT entered into as of 2000 January 01

BETWEEN:

THE MUNICIPAL POLICE BOARD OF THE CORPORATION OF
THE MUNICIPALITY OF DELTA
(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 454, OF DELTA
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Board, the Union and the employees of the Board the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the Board and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Board and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Board agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, neither party shall make any change or alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or

- (b) The Board can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. BARGAINING AGENCY

- (a) The Board recognizes the Union as the sole collective bargaining agency for all employees of the Board except for the non-clerical staff employees of the Police Department, the incumbents of those classifications listed in Article 3, and any other employees who, by a ruling of the Labour Relations Board, are not employees within the meaning of the Labour Relations Code.
- (b) The Board agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Board agrees that the only certification that it will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

3. EXEMPTIONS

The following employees are excluded:

Chief Constable
Deputy Chief Constable
Police Inspectors
Secretary to the Chief Constable

4. BOARD'S RIGHTS

- (a) The management and operation of, and the direction of the working force is vested exclusively in the Board provided, however, that it will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the Articles of this Agreement. The Board agrees to comply with the Human Rights Act of British Columbia.

- (b) The Board shall have the right to select and promote its employees and to discipline or discharge for proper cause; provided that employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

5. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.
- (b) The Board agrees to notify the Union, in writing, when a new employee has completed the probation period and has been accepted into the permanent employment of the Board. The Board further agrees to notify the Union in writing when an employee is laid off or dismissed.
- (c) In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the Board shall be notified by the Union in writing at least seven (7) days before such suspension.

6. CHECK-OFF

- (a) The Board agrees to a voluntary check-off of all dues of the Union in accordance with the by-laws of the Union. The Board will be responsible for ensuring that all employees covered by this Agreement immediately on employment, execute an assignment of wages by appropriate check-off authorization, for the payment of an amount equal to the regular monthly Union dues.
- (b) The Board shall honour written assignments of wages and salaries in favour of the Union when the assignments are submitted having been duly authorized by the employee and the Canadian Union of Public Employees, Local 454 of Delta, and shall submit such assignments to the Union once each month with a statement of employees from whom deductions have been made and the amount of each deduction.
- (c) The Board shall remit the dues deducted pursuant to such assignment to the Union once each month with a statement of the names of employees from whom the deductions have been made and the amount of each deduction.

7. DEFINITIONS OF EMPLOYEES

(a) Employees are defined as follows:

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of position, for an indefinite period of time.

An Auxiliary Employee is any other employee.

(b) Board's Responsibility

The Board agrees to undertake the responsibility for notifying Temporary Employees, Part-Time Employees and Auxiliary Employees of their status at the time of their employment.

8. HOURS OF WORK

8.1 Hours of Work - Inside Employees

The regular hours of work for the inside employees of the Board shall be seven (7) hours per day, eight-thirty (8:30) A.M. to four-thirty (4:30) P.M. with one (1) hour off for lunch Monday through Friday. No overtime shall be worked by any inside employee except with the express approval and authority of the appropriate Department Head, and the hours of overtime worked shall be certified by the said Department Head to the Payroll Department before compensation is made.

Compensation for overtime worked shall be in accordance with the provisions of Article 9 and shall be provided when an inside employee is required to work in excess of seven (7) hours in the regular work day.

8.2 Hours of Work - Outside Employees

For the purpose of this Article, the regular hours of work for outside employees of the Board shall be eight (8) hours per day, eight (8:00) A.M. to four-thirty (4:30) P.M., with one-half ($\frac{1}{2}$) hour off for lunch, Monday through Friday. When an outside employee is required to work in excess of 8 hours in a regular working day, it shall be with the express approval and authority of the appropriate Department Head, and the hours of overtime worked shall be certified by the said Department Head to the Payroll Department before compensation is made.

Compensation for overtime worked shall be in accordance with the provisions of Article 9 and shall be provided when an outside employee is required to work in excess of eight (8) hours in the regular work day.

8.3 Hours of Work - Radio Dispatchers and Switchboard Operators

For the purpose of this Article, Radio Dispatchers and Switchboard Operators shall be exempt from Section 8.1. The hours shall be as spelled out below:

Switchboard Operators - Variable shifts subject to the following conditions:

- (a) Seven (7) consecutive hours shall constitute a shift (plus one hour lunch period)
- (b) Five (5) consecutive shifts shall constitute a week, followed by at least two (2) consecutive days off.

Radio Dispatchers - Variable shifts subject to the following conditions:

- (a) A shift shall be twelve (12) consecutive hours including ten and one-half ($10\frac{1}{2}$) hours of work and two (2) forty-five (45) minute unpaid lunch periods. Employees shall work four (4) consecutive shifts followed by four (4) consecutive shifts off.
- (b) The total hours worked shall remain the same as an employee would have worked on the seven (7) hour/five (5) day week schedule on the basis that for every twelve (12) hour shift that an employee works, the employee will accumulate one-half ($\frac{1}{2}$) hour of time off to be granted periodically (e.g., in 8 weeks an employee works 28 shifts x $10\frac{1}{2}$ hours = 294 hours, compared to 40 days x 7 hours = 280 hours; the extra 14 hours is the accumulation of $\frac{1}{2}$ hour x 28 shifts and is the amount of time off that an employee would accumulate in 8 weeks).

Effective 2001 January 01, wherever possible, float time off shall be taken within the eight (8) week period from the time it was worked. Where float time

off has not been scheduled or taken, prior to the end of the calendar year, any float time in excess of forty-two (42) hours will be paid out. Any hours carried forward from the previous calendar year will be paid out at the current rate of pay.

Note: For employees on staff as of 2000 October 12, current float time banks as at 2000 December 31 shall be red circled and will be drawn from only where the employee has exhausted their current float time bank. Where an employee leaves the employ of the employer the red circled float time bank shall be paid out at the employee's current rate of pay.

8.4 Minimum Guarantee

The Board agrees to provide to all Regular Full-Time Employees upon completion of twelve months of service, a minimum guarantee of either thirty-five (35), thirty-seven and one-half (37½), or forty (40) hours per week exclusive of overtime depending upon the number of weekly hours set out in Schedules "A" and "B".

8.5 Rest Periods

All employees shall be granted a ten (10) minute rest period in the first and second half of each full working day.

8.6 Daily Guarantee

- (a) Subject to the provisions of Section 8.6(c), an employee reporting for a scheduled shift on the call of the Board shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of Section 8.6(c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in Sections 8.6(a) and 8.6(b).

8.7 Training

This provision is applicable to a maximum of two (2) training days per calendar year per full-time employee.

Where a full-time employee is required to attend a training course on a day off, the employee shall, at the Employer's option, either be paid straight time for the day or be given another day off with pay. The provisions of Article 9 (Overtime, etc.) shall not apply to the two (2) training days covered by this Section 8.7. Any additional required training courses that occur on a full-time employee's day off shall be paid at overtime rates.

9. OVERTIME, CALLOUT, STANDBY, MEAL BREAKS, MEAL ALLOWANCES AND OVERTIME BANKING

The following provisions shall apply for all overtime, standby, callout, meal breaks and meal allowances:

9.1 Overtime

- (a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time employees as:
 - (i) time worked, immediately following the employee's regular shift;
 - (ii) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
 - (iii) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift except as otherwise provided in Article 12.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Section 9.1(a) at the following overtime rates:
 - (i) time and one-half (1½) the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
 - (ii) double the rate of pay for all time in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift.
 - (iii) double the rate of pay for all time worked at any other time than immediately preceding or immediately following an employee's regular shift. Employees shall be paid a minimum of one and one-half (1½)

hours at double time for overtime worked pursuant to this paragraph (b)(iii).

9.2 Overtime Banking

Employees who are required to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked and, subject to an employee's request to be granted compensating time off being approved by the department head (or delegate), such employee shall be granted any portion of the compensating time off at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

9.3 Callout

Callout is to be defined for Regular Full-Time Employees and Temporary Full-Time Employees as being called back to work at any time following completion of an employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Section 9.1.

- (a) An employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)

Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- (b) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to the employee's arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for travelling time.)

9.4 Standby

- (a) Employees who are designated to stand by between the end of a regular day shift on the first day of work in a week (excluding public holidays) until the beginning of the regular day shift on the last day of work in a week shall, effective 1995 April 26, be paid one (1) hour's pay at the rate of pay for the position the employee is on standby for, for each period of eight (8) hours that the employee stands by in addition to any callout pay as earned under Section 9.3.
- (b) Employees who are designated to stand by for a call to work at any other time (that is during public holidays and weekends) shall be paid one (1) hour's pay at the rate of pay for the position the employee is on standby for, for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Section 9.3.
- (c) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:
 - (i) one-half ($\frac{1}{2}$) hour's standby pay for periods of half or less than half of the full period.
 - (ii) one (1) hour's standby pay for periods of more than half of the full period.

9.5 Meal Breaks

(a) During Overtime

If an employee is required to work overtime immediately following or immediately preceding the employee's regular shift, then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal break of one-half ($\frac{1}{2}$) hour which the Board may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal break shall begin no later than the end of the two (2) hour work period. Upon completion of each succeeding three and one-half ($3\frac{1}{2}$) continuous hours of overtime work, the employee shall be given another paid meal break of one-half ($\frac{1}{2}$) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ($3\frac{1}{2}$) hour work period.

(b) During Callouts and Pre-Scheduled Overtime

An employee who completes three and one-half (3½) continuous hours of callout work, or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift, shall be given a paid meal break of one-half (½) hour which the Board may permit the employee to begin at any time within the three and one-half (3½) hour work period; provided however, that, except in the case of emergency, the meal break shall begin no later than the end of the three and one-half (3½) hour work period. Upon completion of each succeeding three and one-half (3½) continuous hours of callout work, or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(c) For each meal break given to an employee under Section 9.5(a) or 9.5(b) the employee shall be paid one-half (½) hour's pay at double the employee's rate of pay.

(d) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Section 9.5(a) or 9.5(b) it shall be taken as soon as practicable and in addition the Board shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

Note: See attached Schedule "E".

10. PREMIUM RATES10.1 Shift Premiums

A standard shift premium of seventy-five cents (75¢) per hour shall be paid to those classifications listed below and shall be payable for all regular hours worked more than one hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift.

- | | |
|--------------------------------|-------------------------------------|
| (1) Communications Operator I | (3) Clerk Typist/Telephone Operator |
| (2) Communications Operator II | (4) PIRS/OSR Operator |

10.2 First Aid Premiums

Employees who are required by the Board to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health

and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Board as follows:

| | <u>Full-Time Employees</u> | <u>Regular Part-Time & Auxiliary Employees</u> |
|---------------|----------------------------|--|
| OFA Level II | \$85 per month | 55¢ per hour |
| OFA Level III | \$100 per month | 65¢ per hour |

The Board will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

10.3 Acting Pay

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

Appointment of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

- 10.4 When an employee is directed by the Department Head temporarily to perform work of a character for which a lower classification is provided, the employee shall continue to be paid the rate for the higher position.

11. EMPLOYEE BENEFITS

11.1 Benefit Administration

Subject only to Schedule "F", the Board has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

11.2 Medical and Extended Health

All Regular Full-Time and Temporary Full-Time Employees after the completion of six (6) months of service, shall be covered by a Medical Plan and by an Extended Health Care Plan. The Extended Health Care Plan has a lifetime maximum of \$1,000,000 per person and includes, among other benefits, coverage for vision care with a maximum payable of \$250.00 per person in a twenty-four (24) month period, hearing aids (\$700.00 per person in a five (5) calendar year period), diabetic equipment and supplies,

orthopedic shoes, ostomy, clinical psychologist (\$600.00 maximum payable per person in a calendar year), and coverage for the Nicotine Patch benefit with a \$350 per person lifetime maximum, all subject to the provisions of the Plan.

The premiums for the Medical Plan will be paid seventy-five percent (75%) by the Board and twenty-five percent (25%) by the employees whose contributions shall be made by payroll deductions. The premiums for the Extended Health Care Plan will be paid eighty-five percent (85%) by the board and fifteen percent (15%) by the employees whose contributions shall be made by payroll deductions.

11.3 Dental

All Regular Full-Time Employees who have completed six (6) months of service shall be covered by a dental plan on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be \$2000 (\$3000, effective 2000 November 01) for adults and dependent children as defined by the Plan.
- (d) The premiums for the dental plan will be paid seventy-five percent (75%) by the Board and twenty-five percent (25%) by the employees whose contributions shall be made by payroll deductions.

11.4 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

11.5 Group Life

All Regular Full-Time and Temporary Full-Time Employees who have completed six (6) months of service shall join the group life insurance plan with the following coverage:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.

- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) The Board shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums.

11.6 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

11.7 Pension (Municipal) Act

- (a) All new employees shall, upon completion of six (6) months' service, become eligible for superannuation in accordance with the Pension (Municipal) Act, except that Temporary Full-Time Employees shall not be eligible until they have completed twelve (12) months of continuous service.
- (b) Further, the Board agrees to contribute an additional two percent (2%) of each employee's regular wages over and above the contribution required by the Pension (Municipal) Act PROVIDED that each employee contributes an additional two percent (2%) as a special contribution.
- (c) Where, due to a layoff, a full-time employee has had their hours of work reduced and their employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan. Contributions made by the Board and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

11.8 Sick Leave

- (a) All employees shall be granted twenty (20) days of sick leave with pay for each year of service, pay to be granted only after the completion of six (6) months of service, and subject to a doctor's certificate after two (2) days certifying as to illness. All unused sick pay shall accumulate to a maximum of two hundred and sixty-one (261) days. Sick time accumulated to be retroactive to the starting date, after probationary period is completed.
- (b) The fifty percent (50%) portion of accumulative sick leave to be paid to employees upon retirement or upon termination of employment following completion of ten (10) years of service, or to the employee's beneficiary upon the

employee's death at any time while in the employ of the Board, to a maximum of sixty (60) working days.

- (c) Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness, an employee shall be entitled, after notifying the superior, to use three (3) accumulated sick leave days for illness for this purpose. Further consideration may be given in excess. In order to comply with the requirements regarding eligibility for UIC Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness.

11.9 Workers' Compensation

- (a) A Regular Full-Time Employee or Temporary Full-Time Employee, who has completed six (6) months of continuous service, whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Board and the Board shall pay the employee's approximate net salary. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the Board will pay full regular salary to the employee until the employee's sick leave, vacation and overtime credits are exhausted. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (b) Where a Regular Full-Time Employee or a Temporary Full-Time Employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Board.

12. VACATIONS AND PUBLIC HOLIDAYS

12.1 Public Holidays

All Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a municipal holiday.

PROVIDED THAT:

- (a) whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of British Columbia, or either of them in the absence of the other, proclaim that such

public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Board shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one (1) day's pay at the regular rate of pay, or
 - (ii) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this Section 12.1.
- (b) in the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (a)(ii) herein.
 - (c) prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Board will afford the Union an opportunity to discuss the substance of the notice.
 - (d) notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.

12.2 (a) Employees Who Normally Work on Public Holidays

- (i) Except as otherwise provided in Section 12.1 with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require such employee to work on public holidays, is required to work on any public holiday named in Section 12.1 which falls on any day from Monday to Friday inclusive, then such employee shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on the holiday.

- (ii) If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Section 12.2(a) herein, then in lieu of such holiday the employee shall be paid the regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Section 12.2(a) a public holiday does not include a holiday designated by the Board pursuant to Section 12.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(b) Pay for Hours Worked on Public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours.

(c) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Board and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

- (d) An employee (except an employee governed by Section 12.2(a)), who is required to work on a public holiday defined in Section 12.1 which falls on or is observed on any day from Monday to Friday inclusive shall be paid the regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on the holiday.

12.3 Where Statutory Holidays or public holidays declared by the Municipal Council occur while an employee is on annual holiday, extra days in lieu of such holidays shall be granted.

12.4 Annual Vacations

Paid annual vacations for all Regular Full-Time Employees and Temporary Full-Time Employees shall be allowed as follows:

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

12.5 Vacation in the Year of Retirement

Any Regular Full-Time Employee

- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (b) whose age and years of service with the Board total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other Regular Full-Time Employees and Temporary Full-Time Employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Article.

12.6 Vacation Deferment

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (a) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and

- (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Section 12.6 shall be twenty (20) working days.

- 12.7 Any annual vacation deferred pursuant to Section 12.6 and any other vacation carry-over shall be paid at the rate in effect when the vacation is taken.

12.8 Early Retirement

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

- 12.9 Regular Full-Time Employees are required to take annual vacations in accordance with Section 12.4; cash payment will not be paid in lieu thereof except at termination or layoff.

- 12.10 All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.

12.11 Supplementary Vacation

Regular Full-Time Employees shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation which is provided for under Section 12.4:

- (1) Each employee, upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first, or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (2) It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Section 12.10, on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

13. LEAVE OF ABSENCE

13.1 Jury, Witness Duty

Employees who are called to serve as jurors or as Crown witnesses in Criminal or Civil proceedings, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of such duty, the employee shall obtain a certificate from the Court showing the period of such jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation with the Board, but not including travelling allowances.

13.2 Bereavement and Compassionate Leave

- (a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandchild, grandparent, guardian or common-law spouse; or
 - (ii) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ($\frac{1}{2}$) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

13.3 Leave of Absence of Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board. Request for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Board's contributions on behalf of each such representative for group life insurance coverage, medical coverage, dental coverage, sickness and accident insurance coverage, and municipal superannuation. The Union shall then reimburse the Board to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Chief Constable in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Board or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Chief Constable in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Chief Constable in each specific case official representatives of the Union shall be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

- (f) The Board agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Board and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.
- (g) The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Board while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Board.
- (h) The Union shall provide the Board with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

13.4 Maternity and Parental Leave

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within

fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave.

Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

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

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

Effective 2002 January 01:

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

14. SENIORITY

- 14.1 (a) Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for the qualifying period during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of the probationary period, all employees shall be entitled to seniority from the day on which they entered the service of the Board.
- (b) Every employee who commences employment with the Board shall have probationary status during the first continuous six (6) months of employment.
- (c) The Board agrees to cause a list to be made of all employees covered in this Agreement, readily showing their length of service with the Board. A copy of said list shall be placed on all bulletin boards and shall remain posted; and further, a copy of said list shall be sent to the Secretary of the Union twice each year indicating any additions or deletions thereto as referred to in Section 18.11.

14.2 Probationary

"Probationary Employees" shall mean and include those employees employed during the initial probationary period set forth in Section 14.1(b) above in any established position, provided that such definition will not include Regular Full-Time Employees on probation during the first thirty (30) or sixty (60) working days of a promotion or transfer as referred to in Section 14.3 below.

14.3 In-Service Probation

- (a) When an established employee (six (6) months' probation already served) applies for a posting, the probation on the new position shall be thirty (30) working days for all employees covered by Schedule "B" and sixty (60) working days for all employees covered by Schedule "A", then the employee's position will be confirmed or the employee will return to their old position or something similar as mutually agreed without loss of benefits.
- (b) In the event there occurs a conflict between an employee on a thirty (30) day in-service probation period and an employee on a sixty (60) day in-service probation period, the sixty (60) day period shall apply to both positions.
- 14.4 In making promotions, demotions, transfers and layoffs, required knowledge, ability and skills for the positions shall be the primary qualifications.

- (a) In making promotions, the required skills, knowledge and ability for the position shall be the primary consideration. Where two or more employees are equally capable of filling the position, the senior applicant shall be chosen.
- (b) (i) Demotions: The Board may demote any employee for cause, provided however the employee shall retain the right of appeal under the Grievance Procedure contained in this Agreement.
- (ii) Demotion due to Layoff: Where an employee is demoted due to a reduction in staff, the knowledge, ability and skills of the employee shall be the primary qualification; where these are equal, the employee with the shorter length of service shall be laid off. Demoted employees shall receive the rate of pay set for the position to which they are demoted as from the date of demotion.
- (c) Transfers may be made within the Board from one Department to another without loss of seniority.
- (d) Layoff: In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

14.5 Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockout or other circumstances beyond the control of the Board, the Board shall notify permanent employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, he shall be paid for those days for which work was not made available.

14.6 Recall

Regular Full-Time Employees shall be recalled to positions for which they are qualified, in order of their bargaining unit-wide seniority.

14.7 New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Board shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Board

shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Board's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Board, or, in extenuating circumstances, within two (2) weeks of the Board's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the Board notified of a current contact point through which the employee can be reached.

14.8 It shall be the duty of all employees to notify the Board, in writing, of any change of address.

14.9 Rights of Employees Promoted out of the Bargaining Unit

(a) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Board shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Board.

(b) An employee promoted out of the bargaining unit on and after 1995 April 26 shall retain the rights provided under paragraph (a) for a period of one (1) year from the date the employee is promoted out of the bargaining unit. Thereafter the employee shall have no rights pursuant to this Article 14.9.

(c) An employee promoted out of the bargaining unit prior to 1995 April 26 shall retain the rights provided under paragraph (a) for a period of five (5) years from 1995 April 26. Thereafter the employee shall have no rights pursuant to this Article 14.9.

14.10 Seniority Retention

(a) It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

(i) Employees who are laid off with less than one (1) year's service shall retain their seniority for a period of six (6) months.

(ii) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.

- (iii) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.
 - (iv) Authorized leave of absence.
 - (v) Absence while serving in the Armed Forces and for a period of ninety (90) days after honourable discharge.
- (b) An employee shall lose seniority for any of the following reasons:
- (i) On voluntarily leaving the service of the Board.
 - (ii) If discharged for proper cause, and is not reinstated.
 - (iii) If continuously laid off for a period exceeding the qualifications under Clauses (a)(i) and (a)(ii) of this Section.

15. POSTING VACANCIES

- 15.1 (a) All regular full-time vacancies will be posted the first Wednesday following the week during which the Board becomes aware that a vacancy will exist. In the event a Department decides to review its staffing requirements then the posting of the vacancies may be delayed. The Personnel Department will notify the Union of the reasons for any delay and the expected length of the delay. The commencement date of the vacant position will be included on the posting.
- (b) Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy and new position.
- (c) Job Postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment. All Job Postings shall state, "This position is open to male and female applicants".
- (d) Successful applicants will be notified within ten (10) working days of the closing of the posting.
- (e) Successful applicants shall start within fifteen (15) working days of being notified or shall receive the new rate of pay if unable to start within the fifteen (15) days, except in the cases of demotions.

- (f) A temporary full-time position (including a temporary vacancy in a regular full-time position) which is expected to exceed six (6) months duration shall be posted.

15.2 Former Employees of the Corporation of Delta

- (a) Subject to the provisions of paragraph (b) and (c) below, it is agreed by the parties that an employee of the Corporation of Delta represented by C.U.P.E. Local 454 shall have no special status in the event such employee applies for employment with the Delta Police Board or is hired by the Board.

- (b) Bidding Rights Corporation of Delta

Employees of the Corporation of Delta who apply for a position with the Board shall be given consideration for employment prior to external candidates. Seniority shall be from the date of hiring with the Board. All benefits shall be as per (c) below.

No grievances will be considered if not hired by the Board.

- (c) If an employee referred to in paragraph (a) above is hired by the Board directly from the Corporation of Delta and without any period intervening, to fill a position covered by this Agreement, the employee shall be deemed to possess seniority from the day on which such employee last entered the service of the Corporation of Delta for the following purposes only:
 - (i) Length of service for Annual and Supplementary Vacation entitlement;
 - (ii) Length of service as eligibility for medical, dental, group life, superannuation and sick leave coverage, retirement pay benefits and bereavement and compassionate leave.

16. DISCIPLINE, GRIEVANCE, ARBITRATION

16.1 Discipline

- (a) The Board shall within three (3) working days confirm in writing with particulars to an employee any discipline, suspension or discharge with a copy to the Union and the employee's personnel file.
- (b) In the event a supervisor requires an employee to attend a meeting where discipline may be imposed, the employee shall be notified in advance to allow the attendance of an authorized Union representative.

- (c) The Board agrees that no documentation from an employee's personnel file will be introduced at arbitration unless such documentation has been previously supplied to the employee.

16.2 Grievance

- (a) During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of collective bargaining between the Union and the Board and shall be finally and conclusively settled under and by the following grievance procedure.

- (b) Grievance Procedure

Step 1

The aggrieved employee and authorized Union representative, shall within thirty (30) days from such date as a difference arises reduce the grievance to writing with full particulars, and shall seek to settle the dispute with the employee's supervisor or department head. The supervisor or department head shall have five (5) working days to settle the grievance.

Step 2

Failing settlement being reached in Step 1, the Union will within five (5) working days submit the written grievance to the Chief Constable or designate who shall render a decision within five (5) working days after receipt of the grievance.

Step 3

Failing settlement being reached in Step 2, the Union or the Board shall submit the grievance to a Joint Grievance Committee. Such committee shall be appointed within five (5) working days failing settlement being reached in Step 2. The Joint Grievance Committee shall consist of two (2) members appointed by the Board and two (2) members appointed by the Union. This Committee shall have ten (10) working days in which to render a decision.

Step 4

Failing a settlement in Step 3, either party may refer the dispute to arbitration within ten (10) calendar days.

- (c) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be by-passed.
- (d) All replies to grievances shall be in writing stating reasons, at all stages of the grievance.
- (e) If the grievor, the Union or the Board, fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

16.3 Arbitration

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be by registered mail addressed to the other party to the Agreement, indicating the name and address of its nominee on the arbitration board. Within ten (10) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two nominees shall then meet to select a chairperson.
- (b) If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two nominees to the Board of Arbitration fail to agree on a Chairperson within seven (7) days of their appointment, the appointment of a Chairperson shall be made by the Minister of Labour upon the written request of either party.
- (c) Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson.
- (d) The majority decision of the Arbitration Board shall be final and binding on both parties.
- (e) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.

17. 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.

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 16 of this Collective Agreement, by-passing all other steps in the grievance procedure.

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

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

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

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

18. GENERAL PROVISIONS

18.1 Changes Affecting the Agreement

CONTRACTING:

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

18.2 Joint Labour-Management Committee

A Joint Labour-Management Committee shall be set up comprised of three (3) representatives of the Board to be appointed by the Chief Constable and three (3) representatives to be appointed by the Union. The purpose of the said Committee will be to meet and discuss miscellaneous matters related to conditions of employment, as required by either party.

18.3 Working Conditions

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement, relating to hours of work, or other working conditions, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible and, in any event, not later than thirty (30) days from the date of the written request by one party to an officer of the other party.
- (b) For the purpose of this section, it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.
- (c) Any negotiations for the renewal or revision of this Agreement shall be conducted by representatives appointed by each side who shall not exceed five (5) representatives per side.
- (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary, who may from time to time meet with the Chief Constable to transact business relating to personnel and the Collective Agreement and with the exception of Subsections (a), (b) and (c) above.

For the purpose of this section, the Board agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary, wages or other benefits.

18.4 Tool Insurance and Allowance for Mechanics

- (a) The Board shall provide insurance coverage on personal tools used by Mechanics in the performance of their duties to a maximum of seven thousand dollars (\$7,000.00) per employee in the event of loss due to fire or theft, with a two hundred and fifty dollar (\$250) deductible payable by the employee. The two hundred and fifty dollar (\$250) deductible shall be subject to the policy contained in the 1983 February 14 Memorandum.

To be eligible for the insurance coverage, each affected employee shall, on an annual basis, provide the Board with a list of tools that are retained at the workplace.

- (b) Subject to an annual non-accumulative limit of one hundred and fifty dollars (\$150.00) per affected employee, the Board shall reimburse Mechanics who are required to use their personal tools in the performance of their duties, for the replacement of broken (where not covered by warranty) or misplaced tools or for the purchase of new tools.

18.5 Car Mileage

Car mileage shall be paid to those employees using their vehicles for their work as follows:-

The Board will utilize the City of Vancouver mileage policy as per the report dated 1977 November 30, by the Vancouver Finance Department. Any changes in the formula or rate structure will be implemented by the Board on the first day of the month following the changes made by the City of Vancouver.

18.6 Occupational Health and Safety

The Union and the Board agree that safety is of the utmost concern. An Occupational Health and Safety Committee shall be established consisting of two (2) representatives of the Board and two (2) Union-appointed representatives who are employees of the Board. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Constable.

18.7 Employee's Responsibility for Employer's Property

It shall be the responsibility of each and every employee to take reasonable precautions to preserve all records, machines and equipment under the employee's care, except in the case of fire or theft.

18.8 Time Cards

Effective 2000 October 12, employees may be required to complete their own time cards and submit them to their respective Supervisor. The supervisors shall be responsible for completing the time card for an absent employee. Employees are to be notified on the following working day of changes made to their time cards.

18.9 All employees shall be paid every second Friday.

18.10 Clothing

The parties agree that all items dealing with clothing be referred to the Labour-Management Committee.

18.11 Information

The Board agrees to provide the Union with:

(a) on a semi-annual basis a list or lists showing

- classifications
- seniority dates
- addresses

such list will be provided on August 01 and February 01 of each year and reflecting the dates or changes up to July 01 and January 01 of the previous month.

(b) on a monthly basis provide the Union with a current list of sick leave entitlement.

(c) in January of each year provide the totals of dues and initiation fees deducted from all employees, to the Union.

18.12 New Employees

The Board agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

18.13 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to a Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

18.14 Sexual Harassment

The Board and the Union agree that sexual harassment shall not be tolerated in the workplace.

19. WAGES AND SALARIES

19.1 General Pay Increases

- (a) All rates of pay in effect on 1999 December 31 shall remain in effect until varied by paragraph (b).
- (b) Effective 2000 January 01, all hourly rates of pay which were in effect on 1999 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2001 January 01, all hourly rates of pay which were in effect on 2000 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2002 April 01, all hourly rates of pay which were in effect on 2002 March 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

19.2 Schedule of Wages and Salaries

The schedule of wages and salaries for all employees of the Board, covered by this Agreement, shall be in accordance with Schedules "A", and "B", which are annexed to and which form a part of this Agreement.

19.3 Derivation of Bi-Weekly and Monthly Rates

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

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

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

20. MISCELLANEOUS MATTERS

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", "E", "F", "G" and the two (2) Letters of Understanding which are annexed to, shall form a part of this Agreement.

IN WITNESS WHEREOF the Board has caused these presents to be signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

DATED at Delta, British Columbia _____

THE MUNICIPAL POLICE BOARD OF THE
CORPORATION OF THE MUNICIPALITY
OF DELTA:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 454 OF DELTA:

CHAIRPERSON

PRESIDENT

SECRETARY

SCHEDULE "A"CLASSES OF POSITIONSINSIDE2000 January 01 - 2000 December 31

| <u>Classification</u> | <u>Pay Grade</u> | <u>Weekly Hours</u> | <u>Steps*</u> | | | | |
|-------------------------------------|------------------|---------------------|---------------|----------|----------|----------|----------|
| | | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
| Buyer – Police | 20 | 35 | 19.53 | 20.34 | 21.18 | 22.06 | 23.00 |
| C.P.I.C. Operator Clerk | 15 | 35 | 15.95 | 16.62 | 17.30 | 18.00 | 18.75 |
| Clerk – Police Records | 13 | 35 | 14.76 | 15.35 | 15.95 | 16.62 | 17.30 |
| Clerk Typist II | 13 | 35 | 14.76 | 15.35 | 15.95 | 16.62 | 17.30 |
| Clerk Typist III | 15 | 35 | 15.95 | 16.62 | 17.30 | 18.00 | 18.75 |
| Clerk Typist - Administration | 15 | 35 | 15.95 | 16.62 | 17.30 | 18.00 | 18.75 |
| Clerk Typist/Telephone Operator (1) | 13 | 35 | 14.76 | 15.35 | 15.95 | 16.62 | 17.30 |
| Communications Operator I (2) (3) | 15 | 35 | 15.95 | 16.62 | 17.30 | 18.00 | 18.75 |
| Communications Operator II (2) | 19 | 35 | 18.75 | 19.53 | 20.34 | 21.18 | 22.06 |
| Communications Operator III (2) | 20 | 35 | 19.53 | 20.34 | 21.18 | 22.06 | 23.00 |
| Custodial Guard I | 13 | 35 | -- | -- | 15.95 | 16.62 | 17.30 |
| Custodial Guard II | 14 | 35 | -- | -- | 16.62 | 17.30 | 18.00 |
| Exhibit Custodian | 17 | 35 | 17.30 | 18.00 | 18.75 | 19.53 | 20.34 |
| O.S.R. Clerk | 14 | 35 | 15.35 | 15.95 | 16.62 | 17.30 | 18.00 |
| P.I.R.S.-O.S.R. Operator | 12 | 35 | 14.19 | 14.76 | 15.35 | 15.95 | 16.62 |

SCHEDULE "A" (cont'd)

Page 2

2001 January 01 - 2002 March 31

| <u>Classification</u> | <u>Pay Grade</u> | <u>Weekly Hours</u> | <u>Steps*</u> | | | | |
|-------------------------------------|------------------|---------------------|---------------|----------|----------|----------|----------|
| | | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
| Buyer – Police | 20 | 35 | 19.92 | 20.75 | 21.60 | 22.50 | 23.46 |
| C.P.I.C. Operator Clerk | 15 | 35 | 16.27 | 16.95 | 17.65 | 18.36 | 19.13 |
| Clerk – Police Records | 13 | 35 | 15.06 | 15.66 | 16.27 | 16.95 | 17.65 |
| Clerk Typist II | 13 | 35 | 15.06 | 15.66 | 16.27 | 16.95 | 17.65 |
| Clerk Typist III | 15 | 35 | 16.27 | 16.95 | 17.65 | 18.36 | 19.13 |
| Clerk Typist - Administration | 15 | 35 | 16.27 | 16.95 | 17.65 | 18.36 | 19.13 |
| Clerk Typist/Telephone Operator (1) | 13 | 35 | 15.06 | 15.66 | 16.27 | 16.95 | 17.65 |
| Communications Operator I (2) (3) | 15 | 35 | 16.27 | 16.95 | 17.65 | 18.36 | 19.13 |
| Communications Operator II (2) | 19 | 35 | 19.13 | 19.92 | 20.75 | 21.60 | 22.50 |
| Communications Operator III (2) | 20 | 35 | 19.92 | 20.75 | 21.60 | 22.50 | 23.46 |
| Custodial Guard I | 13 | 35 | -- | -- | 16.27 | 16.95 | 17.65 |
| Custodial Guard II | 14 | 35 | -- | -- | 16.95 | 17.65 | 18.36 |
| Exhibit Custodian | 17 | 35 | 17.65 | 18.36 | 19.13 | 19.92 | 20.75 |
| O.S.R. Clerk | 14 | 35 | 15.66 | 16.27 | 16.95 | 17.65 | 18.36 |
| P.I.R.S.-O.S.R. Operator | 12 | 35 | 14.47 | 15.06 | 15.66 | 16.27 | 16.95 |

SCHEDULE "A" (cont'd)

Page 3

2002 April 01 - 2002 December 31

| <u>Classification</u> | <u>Pay Grade</u> | <u>Weekly Hours</u> | <u>Steps*</u> | | | | |
|-------------------------------------|------------------|---------------------|---------------|----------|----------|----------|----------|
| | | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
| Buyer – Police | 20 | 35 | 20.52 | 21.37 | 22.25 | 23.18 | 24.16 |
| C.P.I.C. Operator Clerk | 15 | 35 | 16.76 | 17.46 | 18.18 | 18.91 | 19.70 |
| Clerk – Police Records | 13 | 35 | 15.51 | 16.13 | 16.76 | 17.46 | 18.18 |
| Clerk Typist II | 13 | 35 | 15.51 | 16.13 | 16.76 | 17.46 | 18.18 |
| Clerk Typist III | 15 | 35 | 16.76 | 17.46 | 18.18 | 18.91 | 19.70 |
| Clerk Typist - Administration | 15 | 35 | 16.76 | 17.46 | 18.18 | 18.91 | 19.70 |
| Clerk Typist/Telephone Operator (1) | 13 | 35 | 15.51 | 16.13 | 16.76 | 17.46 | 18.18 |
| Communications Operator I (2) (3) | 15 | 35 | 16.76 | 17.46 | 18.18 | 18.91 | 19.70 |
| Communications Operator II (2) | 19 | 35 | 19.70 | 20.52 | 21.37 | 22.25 | 23.18 |
| Communications Operator III (2) | 20 | 35 | 20.52 | 21.37 | 22.25 | 23.18 | 24.16 |
| Custodial Guard I | 13 | 35 | -- | -- | 16.76 | 17.46 | 18.18 |
| Custodial Guard II | 14 | 35 | -- | -- | 17.46 | 18.18 | 18.91 |
| Exhibit Custodian | 17 | 35 | 18.18 | 18.91 | 19.70 | 20.52 | 21.37 |
| O.S.R. Clerk | 14 | 35 | 16.13 | 16.76 | 17.46 | 18.18 | 18.91 |
| P.I.R.S.-O.S.R. Operator | 12 | 35 | 14.90 | 15.51 | 16.13 | 16.76 | 17.46 |

Notes:

- (1) Employees who are required to work during their rest periods shall be paid Pay Grade 14.
- (2) Employees who were employed in these classifications and who on 1999 February 23 were being paid an additional Pay Grade shall continue to be paid the additional Pay Grade for as long as they are employed in any of these classifications. All other employees shall be paid the Pay Grade indicated in Schedule "A".
- (3) After 6 months incumbents classified as Communications Operator II, Pay Grade 19.

* Eligibility for advancement from one step (increment) to the next is as follows:

| | |
|-------------------------|--|
| Pay Grades 9 to 14: | 6 month eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 month eligibility. |
| Pay Grade 15: | 6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility. |
| Pay Grade 16 and above: | 12 month eligibility. |

SCHEDULE "B"CLASSES OF POSITIONSOUTSIDE

| <u>Classification</u> | <u>Effective Date</u> | <u>Hourly Rate</u> |
|-----------------------|---------------------------|--------------------|
| Trades II - Mechanic | 2000 Jan. 01 | \$23.29 |
| | 2001 Jan. 01 | 23.76 |
| | 2002 April 01 | 24.47 |

SCHEDULE "C"

This is Schedule "C" referred to in
Article 20 of this Agreement

1. It is agreed that prior to 1978 December 31, the provisions of the new standard clause "Daily Guarantee" referred to in paragraph 10 of the Memorandum of Agreement dated 1978 April 21, will not be applied to those situations where the nature of the work is such that Auxiliary Employees as defined in this Schedule, are required to work for periods shorter than four hours per day. In such situations, it is furthermore agreed that the parties to the Memorandum of Agreement will make joint application to the B.C. Board of Industrial Relations for exemptions from the provision of the B.C. General Minimum Wage Order No. 1 (1975)
2. Separate pools will be established for seniority purposes effective 11:59 P.M. on 1978 December 31, in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
3. Access to the Regular Seniority Pool will be extended to:
 - (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;
 - (b) all Temporary Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;
 - (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position;
 - (d) any other employee whose 1978 Collective Agreement provides access to the Regular Seniority Pool or Pools.
4. Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the employee's first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time. For the purposes of this paragraph 4, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present agreement.
5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 5-20 inclusive.

6. Effective 11:59 P.M. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
7. Effective 2000 October 12, as soon as an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
8. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
9. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
10. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
11. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
12. Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g., by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a C.U.P.E. staff representative and the G.V.R.D. Director of Labour Relations will be available to assist such local parties.
13. The decisions of the various Employers will be reported to the C.U.P.E. J.N.C. by the G.V.R.D Labour Relations Department within the first week of September 1978.
14. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.

15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
16. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case such employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
18. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of such employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where such employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then:
 - (a) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
 - (b) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
19. Auxiliary pool seniority may be exercised commencing at 11:59 P.M. on 1978 December 31.
20. All existing practices which recognize the accumulated seniority of Auxiliary Employees, and which are clearly recognized by mutual agreement between a Union and an Employer, will continue to be recognized until 11:59 P.M. on 1978 December 31.

21. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.
22. Benefits and % in Lieu for Auxiliary and Regular Part-Time Employees
 - (a)
 - (1) Subject to the provisions of paragraphs (a)(2) and (3), commencing with their first day of employment, all Auxiliary Employees shall receive an amount equal to ten percent (10%) of their total earnings (i.e., including overtime pay) in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. No other benefits will be provided to Auxiliary Employees unless expressly stated in this paragraph 22.
 - (2) Effective 1981 May 03, Auxiliary Employees will remain entitled to ten percent (10%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, except that those employees who have acquired Auxiliary seniority, shall, effective 1981 January 01, become entitled to fourteen percent (14%) in lieu of ten percent (10%).
 - (3) Effective 1986 July 01, the ten percent (10%) in lieu of benefits shall be increased to twelve percent (12%). Effective 1987 January 01, the fourteen percent (14%) in lieu of benefits shall be increased to sixteen percent (16%).
 - (b)
 - (1) Effective within one (1) month of 1992 April 09, a Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Board shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same

proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and

- (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph one (1), the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph one (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph three (3) commencing on the first of the month following the expiry of the benefit coverage.
- (3) All Regular Part-Time Employees not covered by paragraph one (1) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph four (4) below.
- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

- (c) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
- (d) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (e) For the purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (f)
 - (i) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 12:01 A.M. on Monday morning and to end at 11:59 P.M. on the immediately following Sunday).
 - (ii) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.
- (g) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (f) herein.
- (h) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
 - (i) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;

- (ii) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
 - (iii) In any case where an employee has already performed work on five (5) days during the week, time and one-half for any hours worked prior to 12:00 Noon on the sixth day of work in that week, two times for hours worked after 12:00 Noon on the sixth day, and two times for all hours worked on the seventh day of work in that week.
 - (i) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.
23. All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees by their respective Employers, except that no Temporary Full-Time Employee shall be entitled to Dental Plan coverage or coverage under the Municipal Superannuation Plan until the employee has been employed continuously for 12 months.
24. In any case arising after 11:59 on 1978 December 31, where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

SCHEDULE "D"

This is Schedule "D" referred to in
Article 20 of this Agreement

1977 NEGOTIATIONS

The Board and the Union agree as follows:

The following are items 21 and 25 from the Memorandum of Agreement signed by the parties 1977 June 14.

21. With respect to the Union's proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "D".

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5- week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

25. The practice whereby in Delta the first incremental increase in an employee's salary range is awarded in all cases following six months of satisfactory service in a new position (whether it is the employee's initial appointment or whether it is appointment upon promotion) will be discontinued effective 1977 June 14 for all employees hired on or after such date, except in the case of new employees hired into classes which are subject to application of all increments at six-monthly intervals. It is understood and agreed that the aforementioned practice will be continued, however, for all employees hired prior to the said date of signing.

APPENDIX "A"

This is Appendix "A" referred to in
Section 21 of Schedule "D"

Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks

In the event that any of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g., $260.89 \times 7 = 1826\frac{1}{4}$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week; e.g., $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g., $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purpose of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.

APPENDIX "A" (cont'd)

7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
 - (b) Change days off during any week when a public holiday occurs in order that each employee will work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work 3 days in that week and 5 days in the immediately preceding week;
 - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "A"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

1981 NEGOTIATIONS

The following is item 13 from the Memorandum of Agreement signed by the parties 1981 April 30.

13. Handicapped Workers

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

SCHEDULE "E"

This is Schedule "E" referred to in
Articles 9.5 and 9.6 of this Agreement

Dated this 11th day of August 1983.

Because both parties have been unable to agree upon certain issues arising from the 1981-82 Memorandum of Agreement and because both parties are desirous of obtaining a signed Collective Agreement, it is agreed that in order to enable the 1981-82 Collective Agreement to be signed, the areas of disagreement will be set out in this Schedule.

It is intended that by so doing, neither party will prejudice its position or views on these issues if either of the areas of disagreement were ever to reach arbitration.

The area of disagreement between the parties centers on whether meal breaks and meal allowances are applicable to certain categories of employees.

- (a) The Employer takes the position that the application of and accessibility to meal breaks and meal allowances only applies to Regular Full-Time and Temporary Full-Time Employees.
- (b) The Union takes the position that both meal breaks and meal allowances also apply to Auxiliary and/or Regular Part-Time Employees and that such application is on the basis of the employees working the equivalent of a regular day of a Full-Time Employee and where overtime subsequently occurs of such duration for the employee to qualify for a paid meal break, then such break would be paid at the appropriate overtime rate.

Because neither party wishes to alter their position and because both parties still desire to obtain a 1981-82 signed Collective Agreement it is agreed for the purposes of achieving both ends that:

Article VII, Section 6, (d) and (e) of the 1981-82 Collective Agreement will reflect the terminology "employee" and no reference will be made to Full-Time Employee.

This Schedule will be considered no longer in full force or effect when the differences on these issues have been resolved between the parties.

SCHEDULE "F"

This is Schedule "F" referred to in
Article 11.1 of this Agreement

G.V.R.D. DENTAL PLAN AND GROUP LIFE INSURANCE PLAN

The parties hereto agree as follows:

A. Dental Plan

The Employers within the GVRD Dental Plan shall be responsible through the GVRD-LRD for establishing dental plan premiums under the following terms and conditions:

- (a) Adjustments shall be made at least annually to current premiums, but only when such premiums result in either a shortfall or a surplus (calculated on the basis of all costs and administrative charges and the maintenance of a 2-month buffer);
- (b) Any such premium adjustment shall be based upon the experience of the pool over the preceding calendar year;
- (c) Any such premium adjustment shall be made on a flat rate basis across all members of the pool; and
- (d) The GVRD-LRD shall notify the JNC Benefits Subcommittee of any premium adjustments a minimum of 60 days prior to implementation of such adjustment. At the request of the JNC Benefits Subcommittee, the parties shall meet to discuss the proposed adjustments.

B. Rights to Withdraw from the Dental Plan

Effective 1986 August 1 and thereafter, any Employer electing to withdraw from the GVRD Dental Pool 061 shall do so only upon:

- (a) fully prepaying its plan deficit existing at the time of withdrawal, or alternatively receiving its plan surplus existing at the time of withdrawal, in either instance calculated back to the later of 1986 August 1 or the last date upon which premiums were adjusted. Having paid the deficit/received the surplus attributable to its employee group, the Employer shall then, in accordance with the existing cost-sharing agreement governing dental plan premiums, make the necessary arrangements to either recover the employees' share of the deficit or to disburse the employees' share of the surplus;

- (b) providing its Union and the JNC Benefits Subcommittee with a minimum of 60 days' notice;
- (c) ensuring that, upon withdrawing, identical coverage is obtained for its employees at a premium rate equal to or lower than that applicable to the premium rate of Pool 061 at that date.

C. Joining the Dental Plan

No employee group which is not currently a member of Dental Pool 061 shall be entitled to join Dental Pool 061 without first receiving the approval of the LRAC Benefits Subcommittee and the JNC Benefits Subcommittee.

D. Group Life Plan

- (a) The Employer shall provide the Union with a minimum of 60 days' notice of any change of carrier providing Group Life coverage.
- (b) The Employer shall review annually with the Union the status of the Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with the current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

SCHEDULE "G"

This is Schedule "G" referred to in
Article 20 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

The parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

This is the Letter of Understanding referred to in Article 20 of this Agreement.

LETTER OF UNDERSTANDING

between

The Delta Police Board
(the "Employer")

and

The Canadian Union of Public Employees, Local 454
(the "Union")

HOURS OF WORK AND ACCUMULATED TIME OFF

A. Hours of Work

Effective 1999 February 23:

The following provisions shall be in addition to the Hours of Work provisions contained in the Collective Agreement:

1. The Employer shall have the ability to establish shifts on a 24 hour, 7 day basis for all employees except those covered by paragraphs A2 and A3. Employees covered by paragraph A2 or A3 who change positions as a result of successfully applying for posted positions shall no longer be covered by paragraph A2 or A3 and instead shall work the hours of work indicated for the posted position.
2. Regular Full-Time Employees employed before 1992 April 09, who are working day shift, shall not be required to work shifts pursuant to this Letter of Understanding and shall remain covered by the Hours of Work provisions contained in the Collective Agreement.
3. Regular Full-Time Employees employed before 1992 April 09, who are working rotating day/afternoon shifts in the Records Section, shall not be required to work shifts pursuant to this Letter of Understanding but shall continue to work their current shifts. The existence of this Letter of Understanding shall not prejudice either the Employers' or the Unions' position with regard to the current rotating shifts.

LETTER OF UNDERSTANDING - HOURS OF WORK AND
ACCUMULATED TIME OFF (cont'd)

Page 2

4. The Employer shall provide affected employees with a minimum of 48 hours' notice of a change in their start and finish times and a minimum of 1 weeks' notice of a change in their days of work, it being understood that such notice shall apply to all employees whether or not their shift is covered by this Letter of Understanding.
5. The Employer and the Union agree to meet as necessary to discuss additional shifting arrangements not already provided for in either the Collective Agreement or this Letter of Understanding, such as the period from midnight to 8 a.m.

B. Accumulated Time Off

The following provisions shall apply to all employees working a five (5) day week:

1. Each employee shall work an extra one-half ($\frac{1}{2}$) hour at straight-time rates each day to be accumulated as paid time off. Clerical employees shall work the extra one-half ($\frac{1}{2}$) hour by reducing their current unpaid one (1) hour lunch break to one-half ($\frac{1}{2}$) hour. Trades II - Mechanics shall extend their hours of work to eight and one-half ($8\frac{1}{2}$) hours per day.
2. The extra one-half ($\frac{1}{2}$) hour worked each day shall not trigger overtime, shift premium, or any other premium payment.
3. Accumulated Time Off (ATO) shall only be earned when an employee is actually at work and works the extra one-half ($\frac{1}{2}$) hour, e.g., it shall not be earned while on vacation, sick leave, public holidays, paid or unpaid leave of absence, or while absent on ATO.
4. ATO shall be taken off in the year it is earned unless mutually agreed otherwise by the employee and the Supervisor, but in no event shall it be taken later than March 15 of the following year. All ATO absences must be approved by the employee's Supervisor.
5. It is understood that as far as possible employees shall use ATO for doctor and dental appointments.
6. Acting Pay shall not be paid to employees performing higher level duties as a result of other employees being absent on ATO for periods of one (1) full day or less. Where an employee acts in a senior position for more than one (1) full day, the employee shall be paid for the first day.

LETTER OF UNDERSTANDING - HOURS OF WORK AND
ACCUMULATED TIME OFF (cont'd)

This Letter of Understanding shall continue in force until 1993 December 31 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

SIGNED ON BEHALF OF THE
EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

"Malcolm Graham"

"J. Badali"

"Richard M. Scott"

"Neil M. Bradbury"

DATED: _____ 1992 March 11

This Letter of Understanding was amended by the 1997-1999 Memorandum of Agreement dated 1999 January 26.

This is the Letter of Understanding referred to in Article 20 of this Agreement.

LETTER OF UNDERSTANDING

It is agreed between the parties that Saturday or a Sunday shall be recognized as the premium day for those employees whose duties normally require them to work on public holidays, pursuant to Article 12.2(c) of the Collective Agreement.

This agreement becomes effective January 01, 1991, and shall supersede any previous agreements and shall remain in full force and effect until amended by the parties thereafter.

DATED at Delta, British Columbia October 29, 1990.

THE MUNICIPAL POLICE BOARD OF THE
CORPORATION OF THE MUNICIPALITY
OF DELTA:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 454, DELTA:

"D.J. Husband"

"J. Badali"

"Merrilu Harris"

"M. Kruse"

"L.C. Laurie"

"T.P. Killeen"
