

2003 – 2006

COLLECTIVE AGREEMENT

between

THE VANCOUVER POLICE BOARD

and

TEAMSTERS, LOCAL NO. 31

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THIS AGREEMENT made and entered into

BETWEEN:

VANCOUVER POLICE BOARD
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the "*Labour Relations Code*" of British Columbia;
- B. Effective 2001 July 12, the Union is the bargaining agent for the employees in a unit composed of employees of the Employer excepting:
 - (a) members of the Vancouver Police Department including those qualified to become members of the Vancouver Police Union or Vancouver Police Officers' Association;
 - (b) Executive Assistant to the Chief Constable;
 - (c) Executive Assistant to the Vancouver Police Board;
 - (d) Executive Assistants to the Deputy Chief Constables;
 - (e) Administrative Assistant, Information Management;
 - (f) Human Resource Assistant (2 positions);

and those excluded by the Labour Relations Code.

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

1. **TERM OF THE AGREEMENT**

This Agreement shall be for a term of four (4) years with effect from 2003 January 01 to 2006 December 31, both dates inclusive. Should either party at any time within four

(4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the Labour Relations Code; or
- (b) the Employer lawfully locks out in accordance with the provisions of the Labour Relations Code; or
- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

(d) No Strike or Lockout

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

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

2. UNION MEMBERSHIP

(a) Union Membership

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

(b) Dues Checkoff

All employees covered by the Union's Certificate of Bargaining Authority shall pay Union initiation fees and a monthly fee to the Union equal to the Union's monthly dues, such payments to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next

following the date of appointment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

(c) Membership Data Information

The parties agree that when the Union writes to the Board providing a list of the membership data information it requires, the Inspector i/c Human Resources shall provide to the Union all of the information that is available from the Board's records and will establish a system for updating and maintaining that information at intervals that are consistent with the Board's system.

(d) Agreement in Conflict

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Board or its representative which may conflict with the terms of this Collective Agreement.

The Union agrees that there shall be no soliciting by any of its members of individual members of the Board in respect to rates of pay, working conditions, or any other matter covered by this Agreement.

3. RIGHTS OF MANAGEMENT

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

(b) Directives Interpreting the Agreement

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

4. WORKPLACE HUMAN RIGHTS

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

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

5. DEFINITIONS OF EMPLOYEE STATUS

5.1 Definitions

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

Temporary Full-Time Employees who have worked continuously for a minimum of two (2) years, commencing 2001 January 01, in the same position in the same unit shall be converted to regular full-time status at the end of the two-year period.

- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Casual Employee" means an employee other than an employee defined in Clauses 5(a), 5(b) and 5(c).
- (e) "Department Head" means the Chief Constable or duly authorized designate.

5.2 Grant Employment

Where government grant applications require the approval of the Union, the Union agrees to provide such approval provided the following conditions are met:

- (a) The Employer shall endeavour to give at least thirty (30) days' advance notice to the Union.
- (b) The Notice shall identify the grant program, the number of anticipated positions, the general nature of the work to be done and the proposed rate of pay.

- (c) No current employee shall be laid off or have their hours reduced as a result of a government-funded grant program.
- (d) Employees hired to work on grant programs will be paid bargaining unit rates where they are performing the work of a classification listed in Schedule "A", otherwise they will receive the grant rate.

5.3 Employment of Students

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

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

5.4 Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service. Regular Part-Time Employees shall be placed in a probationary capacity until the completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the person is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.

Subject to the grievance procedure, the probationary period may be shortened or waived if, in the opinion of the Employer, suitability for regular employment is demonstrated prior to the completion of the six (6) months' service described in 5.4(a).

- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
 - (i) the quality of work
 - (ii) conduct
 - (iii) interpersonal skills
 - (iv) ability to meet standards set by the Employer.

- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other benefits related to length of service shall be based on the original date of employment.

6. HOURS OF WORK

6.1 Work Week

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

(c) Alternate Hours of Work

Where, in the opinion of the Employer, alternate hours of work are desirous, or are operationally advantageous to the Employer, the Employer may establish alternate hours of work after conferring with the Union.

While not limited to, the following characteristics of such alternate hours of work may include:

- (i) The scheduling of a work week of less than five (5) days in a week, and more than two days off in a week.
- (ii) The number of hours in a day may exceed seven (7).
- (iii) Unpaid lunch breaks and paid breaks may vary in their length as a function of calculating the length of the work day. The time at which breaks will be taken will be designated by the non-bargaining unit section supervisor.
- (iv) Staggered hours of work whereby the daily starting and quitting time for certain employees may differ by up to one (1) hour from the daily starting and quitting times.

- (v) Any alternate schedule which is implemented will use the conversion principles contained in the Appendix attached to Schedule "D", Part I.
 - (vi) Where it is intended that an alternate work week is to be altered in its configuration or reverted to a five-day work week, the Employer agrees to review the matter with the Union prior to implementing the change. If such a change or cancellation is to be made, the Employer shall provide thirty (30) days notice.
 - (vii) Normal daily and weekly hours shall be deemed to be 8 and 40 respectively for all Casual Employees except in the case of a Casual 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 Casual Employee.
 - (viii) Without limiting the Employer's ability to choose and without listing all the variations, examples of alternate hours of work are listed in the Appendix to Schedule "D".
- (d) Notice

Except in the case of an emergency, employees shall be given forty-eight (48) hours notice of a temporary change in hours of work or work weeks.

6.2 Daily Guarantee

- (a) Subject to the provisions of Subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of Subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee:
 - (i) reports for a regular shift but refuses to commence work, or
 - (ii) commences work but refuses to continue working,

the employee shall not be entitled to receive the minimum payments set forth in Subsections (a) and (b).

7. OVERTIME, CALLOUT, STANDBY, AND MEAL BREAKS

7.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 7.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 7.1(b) at the following overtime rates:
 - (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 7.1(c).

7.2 Banked Overtime

An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the

rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 7.1(b) and 7.1(c).) An employee shall not take any compensating time off without first receiving the approval of the Department Head or the authorized representative of the Department Head.

If all of the credited compensating time off has not been used by 31 August of the year next following the year in which the overtime was worked, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

7.3 Callout

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

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 7.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double the regular rate of pay for travelling time to and from home. An employee who is called back to work under this Section 7.3 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the regular rate of pay for the time actually worked and an additional one (1) hour at double the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

7.4 Standby

The following provisions shall apply to all employees:

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 6.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the

employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which there may be entitlement under Clause 7.3.

- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 7.4(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 7.3.
- (c) Where the period of time which an employee stands by under this Clause 7.4 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 7.4 for the remainder of the standby time unless the remainder is not more than one-half ($\frac{1}{2}$) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ($\frac{1}{2}$) hour's pay at the rate provided in this Clause 7.4.

7.5 Meal Breaks

Employees shall be entitled to an unpaid meal break after two (2) continuous hours of overtime work.

8. REMUNERATION

8.1 Salary Schedule

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

8.2 Shift Differential

Employees shall be paid a shift differential of 75¢ per hour for all regular hours required to be worked after 6:00 p.m. and before 6:00 a.m., provided that where the majority of an employee's regular hours of work fall inside the period described above, the shift differential shall apply to the entire shift.

8.3 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, reevaluations and promotions are to commence the first working day where applicable.

8.4 Derivation of Bi-Weekly and Monthly Rates

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

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

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

8.5 Wages and Benefits of Regular Part-Time Employees and Casual Employees

Wages and benefits for Regular Part-Time Employees and Casual Employees are described in Clause 9.8 and Schedule "B" annexed hereto.

8.6 Premium Pay for Fluency in a Second Language

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

8.7 Pay for Acting in a Higher Wage Category

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

- (a) the salary received in the employee's own position is equal to, or exceeds, the minimum of the higher wage category, in which case the next higher rate in the pay range of the higher wage category shall be paid;
- (b) the employee is at the top rate in their own scale, and 6(a) applies, acting assignments will be accumulated for purposes of increments (period to equal twelve (12) months) in the higher wage category, provided each assignment equals or exceeds one (1) pay period.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head.

8.8 First Aid Premiums for Designated Holders of Workers' Compensation Board Occupational Health and Safety First Aid Certificates

Employees who are required by the Employer 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 Employer as follows:

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

The Employer will pay course fees for the OFA Level II and III course for employees who are required to have such certification provided the employee successfully completes the course.

8.9 Training

- (a) Employees required by the Employer to attend training during their regularly scheduled shift shall be granted time off without loss of pay to attend such training.

Unless otherwise directed, employees will not be required to return to their regular duties in such cases where the training day is less than their regular duty shift.

- (b) Employees required by the Employer to attend training during their regular day off shall not be entitled to overtime as set out in Clause 7.1 but shall receive another day off as mutually agreed.

9. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. Except as provided for in Clause 9.8, benefits for Regular Part-Time Employees are set out in Schedule "B" of this Agreement. It is further understood that the Plans may require proof of age, relationship, co-habitation or representation in order to be eligible for the benefit in which case such proof may be required by the Inspector i/c Human Resources.

9.1 Benefit Administration

Subject only to Clauses 9.3(b) and 9.3(c), the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

9.2 Medical Coverage

(a) Medical Services Plan

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

(b) Extended Health Care Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$250.00 (effective 2004 August 01, \$300.00) per person payable per twenty-four (24) month period), coverage for hearing aids (\$700.00 maximum payable per person in a five (5) calendar year period), orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$700.00 maximum payable per person in a calendar year). The Plan shall also include coverage for oral contraceptives, and mastectomy prosthesis-brassieres (2) immediately following surgery. The EHB lifetime maximum coverage under the Plan will be \$1 million per person. The Employer shall pay one hundred percent (100%) of the premium.

9.3 Group Life Insurance

- (a) Temporary Full-Time Employees who have completed six (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The Group Life Insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The employee shall pay one hundred percent (100%) of the premium.

Note: The Employer will arrange to adjust the Group Life Insurance policy to remove the \$1,000.00 paid-up coverage upon retirement for current

employees. The Employer shall have the option of working out an arrangement with retirees to pay out a portion of the benefit.

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

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

9.4 Dental Services Plan

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

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees to a maximum of \$1250.00 per person per calendar year.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees to a maximum of \$1250.00 per person per calendar year.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees; the lifetime maximum shall be \$3000 (effective 2005 January 01, \$3500) for dependent children and adults as defined by the Plan.
- (d) The premiums for the Dental Plan shall be paid one hundred percent (100%) by the Employer.

9.5 Vancouver Employees' Savings Plan

The Employer contributes one and one-half percent (1½%) and the employee is deducted the same amount under the Vancouver Employees' Savings Plan. Participation in this Plan is mandatory for eligible employees.

9.6 Same Sex Benefit Coverage

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

9.7 Pension and Retirement

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

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

- (a) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a) above, the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a) above, the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.
- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.

9.9 Re-Employment of Temporary Full-Time Employees

Effective 2004 July 16, those Temporary Full-Time Employees who have qualified for benefits and subsequently revert to Casual status will not have to re-qualify for benefits should they return to a temporary full-time assignment within one (1) year from the last termination date which at the outset is for a definite and limited period of time.

10. SICK LEAVE AND GRATUITY PLAN

10.1 Short Term Sick Leave Plan

- (a) Short Term Sick Leave shall be defined as the first six (6) days of each absence due to illness or non-occupational injury and shall not include an illness or accident resulting from an illness or accident on the job for which the employee is covered by Workers' Compensation payments.

- (b) Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees who are eligible for benefits shall be enrolled in the Short Term Sick Leave Plan and shall be eligible to receive the benefit effective the first day of the calendar month following the completion of three (3) calendar months of active employment. Eligible Regular Part-Time Employees shall receive the benefit on a prorata basis based on their core hours. Temporary Full-Time Employees shall not be entitled access to Short Term Sick Leave beyond their designated term of employment.
- (c)
 - (i) Notwithstanding paragraph 10.1(g), the Short Term Sick Leave Plan shall provide for a benefit of six (6) days of sick leave at one hundred percent (100%) of pay per calendar year, non-accumulative. Once the six (6) days in a calendar year has been exhausted, employees shall be entitled to sick leave with pay on the basis of seventy-five percent (75%) of the employee's regular classified rate of pay. The Employer will fund the Short Term Sick Leave Plan.
 - (ii) Employees who have sick leave banks and wish to receive full pay, instead of sick leave days at seventy-five percent (75%), may use a day from their sick leave bank to replace the seventy-five percent (75%) day. Effective 2004 July 16, where an employee has exhausted their sick leave bank in order for the employee to receive full pay, instead of sick leave at 75%, the employee shall be permitted to draw upon the following: Deferred Leave (i.e., vacation which has been banked and carried forward), Supplementary Vacation Leave, Gratuity Leave and Overtime Leave.
- (d) Classified rate of pay shall mean the employee's basic rate of pay excluding premiums. In the event an employee becomes ill during a temporary promotion, the employee shall receive Short Term Sick Leave benefits based on the rate of pay for the temporary promotion. If the employee continues to be ill beyond the expected duration of the temporary promotion, benefits will be based on the employee's regular classified rate of pay.
- (e) Subject to the approval from the Superannuation Commissioner, contributions to the Municipal Pension Fund will continue to be based on the employee's regular classified rate of pay. Benefit premiums shall continue to be paid based on the cost-sharing arrangements agreed upon for Medical, Extended Health, Group Life and Dental.
- (f) In the event of an injury that may qualify for Workers' Compensation, the employee will be paid from the Short Term Sick Leave Plan pending a decision by the Workers' Compensation Board. If the injury is determined to be compensable by the Workers' Compensation Board, then the Employer will be reimbursed monies equal to those funds received by the employee from the

Short Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board.

- (g) An employee using the Short Term Sick Leave Plan for the 5th and all subsequent occurrences in a calendar year shall not be paid for the first day of each subsequent occurrence commencing with the 5th occurrence. Where an employee has an on-going medical condition which requires the employee to leave the work site on a regular basis to comply with a required treatment program for a medically certifiable condition, the loss of pay for these incidents may be waived. Where possible, such employees shall schedule their appointments to minimize the time absent from work.

Effective 2004 July 16, the above-noted Clause 10.1(g) shall be suspended for the term of the Agreement, up to and including 2006 December 31, and shall not become effective again until the renewal of the new Collective Agreement.

10.2 Medium Term Sick Leave Plan

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

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

- (c) The Medium Term Sick Leave Plan shall provide for seventy-five percent (75%) of the employee's regular classified rate of pay. The benefit will be reduced by the initial amount of a CPP disability benefit, if applicable.
- (d) Classified rate of pay shall mean the employee's basic rate of pay excluding premiums. In the event an employee becomes ill during a temporary promotion, the employee shall receive Medium Term Sick Leave benefits based on the rate of pay for the temporary promotion. If the employee continues to be ill beyond the expected duration of the temporary promotion, the employee's rate of pay shall be based on the regular classified rate of pay.

- (e) Subject to approval from the Superannuation Commission, Medium Term Sick Leave shall be considered an approved leave of absence and contributions to the Municipal Pension Plan will continue to be based on the employee's regular classified rate of pay. Benefit premiums shall continue to be paid based on the cost-sharing arrangements agreed upon for Medical, Extended Health, Dental and Group Life.
- (f) The initial credit of sixteen (16) weeks shall be reinstated in full immediately after an employee who has used any portion of the sixteen (16) week entitlement has actively returned to work for a continuous period of thirty (30) working days. Absences from work, such as but not limited to vacation and WCB, are not considered as active return to work.
- (g) Subject to Clause 10.7, an employee who has a subsequent illness or non-occupational injury prior to having the sixteen (16) week credit reinstated shall be entitled to use the residual balance of such credit, if any, following which the employee shall be on unpaid sick leave until a total of sixteen (16) continuous weeks of Medium Term Sick Leave has been used.
- (h) In the event of an injury that may qualify for Workers' Compensation, the employee will be paid from the Medium Term Sick Leave Plan after an absence of more than that covered by the Short Term Sick Leave Plan, pending a decision by the Workers' Compensation Board, for as long as the employee has Medium Term Sick Leave credits. If the injury is determined to be compensable by the Workers' Compensation Board, then the employee will pay back to the Medium Term Sick Leave Plan monies equal to those funds received from the Medium Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board. The Employer will deal with the Workers' Compensation Board in order to process any repayment to the Medium Term Sick Leave Plan.
- (i) The Employer will pay the full cost of the Medium Term Sick Leave Plan.

10.3 Entitlement to Current Sick Leave Banks

All sick leave banks shall be frozen and employees shall not accrue any further sick leave credits on the date the new Sick Leave Plan commences. For as long as an employee has accumulated sick leave credits, such employee may use those days in place of days which are paid at seventy-five percent (75%).

10.4 Rehabilitation

Where an employee qualifies for Medium Term Sick Leave, the employee, if approved by a medical doctor, may be required to enrol in a retraining or rehabilitation program for alternate employment either with the Employer or an alternate Employer in order to

remain eligible for coverage under the Plans. If an employee is receiving income from approved rehabilitative employment (pay), disability benefits will be reduced to the extent necessary to ensure the amount of disability income in combination with rehabilitation income does not exceed ninety percent (90%) of regular pay.

10.5 WCB Benefits

In no case shall an employee who is in receipt of WCB temporary disability benefits as a consequence of any employment, be entitled to pay under any of the sick leave plans described under items 10.1, 10.2, or 10.3.

10.6 Other Employment

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

10.7 Recurrent Sick Leave

- (a) An employee who returns to work following an absence on sick leave pursuant to 10.1 or 10.2 and has a recurrence of the same illness or non-occupational injury within thirty (30) working days of returning to work, shall commence sick leave on the appropriate sick leave plan at the point reached prior to return to work.
- (b) A recurrence of the same illness or non-occupational injury after an employee has actively returned to work for a period longer than thirty (30) working days shall be considered to be a separate sick leave incident and the employee shall commence sick leave pursuant to 10.1.
- (c) Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Sick Leave Plans.

10.8 Certification of Illness or Disability

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

10.9 Return to Work

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

10.10 Gratuity Pay

(a) How Accumulated

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

(b) Deduction

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

(c) Establishment

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

(d) Gratuity Leave

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

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

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

(e) Payment in Cash

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

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

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

10.11 EI Rebate

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

10.12 Subrogation

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits, including interest on wages lost. This provision includes claims made to ICBC.

In making a claim to the Court, the employee or the employee's representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-Court settlement a separate amount attributable to the recovery of the cost of wages, benefits and interest will also be specified.

10.13 Workers' Compensation

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

10.14 General

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

11. VACATIONS AND PUBLIC HOLIDAYS

11.1 Vacations

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

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half ($1/2$) worked by December 31st;
- (c) During the second up to and including the seventh calendar year of service--fifteen (15) working days;
- (d) During the eighth up to and including the fifteenth calendar year of service--twenty (20) working days.
- (e) During the sixteenth up to and including the twenty-third calendar year of service—twenty-five (25) working days; and
- (f) During the twenty-fourth and all subsequent calendar years of service—thirty (30) working days;
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

PROVIDED THAT

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
 - if retiring prior to April 1st, they receive half of the usual annual vacation;
 - if retiring April 1st or later, they receive the full annual vacation.
- (k) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (i) shall take at least fifteen (15) working days of such annual vacation during the year in which it is earned, and
 - (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 11.1(k) shall be twenty (20) working days.
- (l) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 12.4(b).

11.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 11.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 11.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

11.3 Banking Vacation for Early Retirement

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

11.4 Public Holidays

(a) Public Holidays and Eligibility

Regular Full-Time Employees and Temporary Full-Time Employees who are on duty or on paid leave and have worked at least fifteen (15) of the last thirty (30) days prior to the public holiday are entitled to a holiday with pay.

Eligible employees are entitled to the following public holidays, namely:

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

and any other day appointed by City Council to be a civic holiday.

- (b) If the provincial and federal government fail to proclaim a substitute or alternate day then the Employer may choose the substitute or alternate day as the recognized holiday.
- (c) Prior to the beginning of each calendar year, the Employer and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is understood that employees shall be paid public holiday premium pay only once for the same holiday.

Employees not normally required to work on public holidays:

- (d) All Regular Full-Time Employees and Temporary Full-Time Employees not required to work on a public holiday which occurs on a normal work day shall receive the public holiday day off with pay.
- (e) All Regular Full-Time Employees and Temporary Full-Time Employees not required to work on a public holiday which occurs on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
- (f) All Regular Full-Time Employees and Temporary Full-Time Employees who do not normally work on public holidays, but are required to do so, shall be paid their normal day's pay for the said holiday plus two times (2X) the employee's normal rate of pay for the hours worked on the holiday.

Employees normally required to work on public holidays:

- (g) Regular Full-Time Employees and Temporary Full-Time Employees whose duties normally require work on public holidays, and who are scheduled to work and do work on any public holiday shall:
 - (i) be paid a public holiday premium of one and one-half times (1½X) the employee's normal rate of pay for the hours worked on the holiday; plus
 - (ii) be entitled to an additional day off with pay in lieu of the holiday.

- (h) Regular Full-Time Employees and Temporary Full-Time Employees whose duties normally require work on public holidays, but who are not scheduled to work on the public holiday shall be entitled to an additional day off with pay in lieu of the holiday or pay for the day.
- (i) Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clause 7.1.
- (j) For purposes of this clause, compensation for public holidays shall be in accordance with the following: basic annual public holiday hours shall be calculated as 11 public holidays x the number of daily hours as per a 5-day week. E.g. $11 \times 7 = 77$ (35 hr week), or $11 \times 7.25 = 79.75$ (36.25 hr week), or $11 \times 7.5 = 82.5$ (37.5 hr week), or $11 \times 7.8 = 85.8$ (39 hr week).

12. LEAVES OF ABSENCE

12.1 Family Illness Leave

Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness, an employee upon approval of the supervisor, may use up to two sick leave days with pay for this purpose (two (2) of the six (6) days with full pay).

12.2 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, step-child, ward, foster child, brother, sister, parent, parent-in-law, step-parent, grandparent, grandchild, guardian, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 9.6 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 12.2(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under Clauses 12.2(a) and 12.2(b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 12.2(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 Clause 12.2(a).

12.3 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) 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 parent of the child shall be entitled to both maternity and parental leave without pay.

(2) Parent Other Than Birth Mother

Other than an employee in (a) above, an employee who is the parent of the child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fifteen (15) consecutive weeks without pay immediately following the parental leave.

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

(3) Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (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) 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.

- (3) 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 regular salary 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.
- (4) 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.
- (5) 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.

12.4 Leave of Absence

(a) Requests for Leave of Absence

Requests for leave of absence without pay for up to one (1) year may be granted at the discretion of the Chief Constable and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value. Any employee on leave of absence shall not engage in gainful employment without prior written permission from the Employer.

(b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation

allowance to the nearest half-day for each excess month or portion of a month greater than one-half ($\frac{1}{2}$).

(c) Leave for Writing Examinations

Where employees write examinations, the subjects of which lead to qualifications which are directly concerned with duties related to the Department, the Employer may grant leave with pay to employees in order to write such examinations.

Where employees who write examinations are not subject to time off with pay, they shall be permitted to use vacation time, at the discretion of the Employer, if they so request.

(d) Effect of Leave of Absence on Increment Dates

General

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

12.5 Jury Duty and Court Time Schedule

(a) Jury Duty and Witness Fees

Employees who are called to serve as Jurors or are subpoenaed as witnesses in any Court shall be granted leave of absence without loss of any privileges. Normal pay will continue to be issued. At the conclusion of the jury duty, the employee shall obtain a certificate from the Court showing the period of his/her service and the amount of the compensation received and shall deposit this certificate, together with the full amount of the compensation, but not including traveling expenses, with the Employer.

(b) Court Time Schedule

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

- (1) If an employee appears at Court at any time other than during the employee's regular working hours, the employee shall be entitled to overtime in accordance with Clause 7 and the following schedule:

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

Morning Session	4 hours
Afternoon Session	4 hours

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

Morning Session	7 hours
Afternoon Session	7 hours

If entitlement under Clause 7.1(c)(iii) exceeds Clause 12.5(b)(1)(ii), the greater amount will be used.

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

Each day	20 hours.
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 - (iv) For attendance at Court on authorized unpaid leave:

Morning Session	4 hours
Afternoon Session	4 hours
- (2) All witness fees, if any, received by an employee for appearing in a Court shall be paid to the Employer.

12.6 Absence from Duty of Union Officials

- (a) Effective 2004 July 16, the Employer agrees that where permission has been granted for up to three (3) members of the Union to leave their work stations for the purpose of settling a grievance as outlined in Clause 17 below, the said member(s) shall suffer no loss of pay for the time so spent. Where permission has been granted for the Union's Bargaining Committee to leave their employment temporarily for the purpose of collective bargaining, such leave will be with pay provided that such costs are billed back and paid for by the Union.

- (b) The Employer further agrees that time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Chief Constable when it becomes necessary to transact business in connection with matters affecting members of the Union.

- (c) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an

officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.

- (d) If or when the Union joins any Central Labour body then the Employer agrees that any employee who is elected or appointed to a full-time position with such body shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Employer.
- (e) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for the representative's regular wage or salary, and in addition, the actual cost of benefits paid by the Employer while representatives are on leave of absence. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (f) The Union shall provide an up-to-date list of Shop Stewards to the Employer upon their request as necessary.

13. STAFF CHANGES

13.1 Posting Positions and Filling Vacancies

(a) Posting

The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer.

(b) Temporary Positions

- (i) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.

- (ii) Positions not previously posted as in Clause 13.1(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

(c) Union Notification

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

(d) Posting Information

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

- (i) nature of position;
- (ii) required qualifications, knowledge, education and skills;
- (iii) wage or salary rate or range;
- (iv) shifts (if any); and
- (v) anticipated length of any temporary assignment, if posted.

13.2 Opportunity to Apply for Job Postings

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

All Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment, and all Casual Employees who have completed 1500 hours within two (2) consecutive calendar years, shall be entitled to apply on an equal basis for any posted position in accordance with Clause 13.3(a).

(b) Procedures for Employees on Vacation or Authorized Leave

- (i) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is selected for a position must be

available for employment in that position not later than one (1) month following the date of selection.

- (ii) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, on return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

13.3 Promotions, Transfers and Demotions

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

- (b) Trial Period

On promotion or transfer of a Regular Full-Time Employee to a new position, or, effective 2001 July 12, movement to a lower rated position, that employee shall serve a six (6) month trial period in the position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to the previous position or to a position of equal value for which the Employer deems the employee to be qualified.

- (c) Pay Rates on Promotion

- (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.
- (ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.
- (iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.

- (d) Definition

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

(e) Procedure

Transfer requests are submitted to the Inspector i/c Human Resources but the action taken is subject to the approval of the Department Head or designate concerned.

- (i) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with paragraphs (13.3(a)). Transfers under this provision shall be subject to the grievance procedure.
- (ii) Transfers between departments will be posted and filled in the usual manner.
- (iii) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedure will apply: The Department Head shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 17 of this Collective Agreement may be initiated.

13.4 Resignations and Re-Employment

(a) Resignation and Re-employment

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

from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

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

(b) Starting Salary on Re-Employment

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

13.5 Human Resources Records Including Disciplinary Documents

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

13.6 Testing

Where an employee has successfully completed a formal typing/keyboarding test for purposes of consideration in a job competition, such test result shall remain valid for consideration in subsequent job competitions, where applicable, for a period of six (6) months. Upon request by an employee and approval of the Employer, the employee

may be permitted to practice their typing/keyboarding skills on their own time, using equipment provided by the Employer.

14. JOB CLASSIFICATION

(a) Origin of Requests for Reclassification

Requests for reclassification may come from:

Chief Constable
Employees
Union

(b) Disposal

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

(c) Establishment of New Positions

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

(d) Changes in Rate

Request for changes in rates may come from:

Chief Constable
Unions

(e) City Manager Approval

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

(f) Council Approval

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

(g) Application of Pay for Upward Reclassification

When, as a result of a Reclassification, a position is upgraded the incumbent shall receive an increase in salary equivalent to one pay step in the new salary range, subject to Clause 13.3(c)(ii) of this Agreement.

NOTE: Reclassification is defined by Clause 14(i).

(h) Pay Adjustments Resulting from Reclassification and Revaluation

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

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

(i) Definitions re Certain Classification Changes

- (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a 'reclassification'.

- (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a 'salary adjustment' and will not require a posting.
- (3) A classification change involving only a change in title shall be termed a 'class title change' and will not require a posting.

15. SENIORITY AND LENGTH OF SERVICE

15.1 Seniority for Layoff and Recall

Regular Full-Time and Regular Part-Time Employees only shall be entitled to seniority upon the successful completion of their probationary period and shall be entitled to exercise their seniority in accordance with Clause 16 (Layoff and Recall).

For Regular Full-Time and Regular Part-Time Employees, seniority will be defined as all regular straight-time hours worked since the date of commencement as a Regular Full-Time or Regular Part-Time Employee with the Employer and shall include the time spent on probation as well as all regular straight-time hours worked as a Regular Full-Time or Regular Part-Time Employee with the City of Vancouver prior to the date of certification of the Union as Teamsters (1995 July 19).

15.2 Seniority List

The Employer will maintain a seniority list showing the employee's name and date upon which each employee's service commenced as a Regular Full-Time or Regular Part-Time Employee as per the calculation referenced in 15.1 above. Where two (2) or more employees commenced work on the same day, employees will be placed on the seniority list utilizing a random selection process.

The Employer will provide an up-to-date seniority list in January of each year.

15.3 Length of Service – Job Opportunities

Regular Full-Time, Regular Part-Time, Temporary Full-Time, and Casual Employees shall have their length of service recognized for purposes of Clause 13.2 (Opportunity to Apply for Job Postings).

Length of service will be defined as all regular straight-time hours worked as a Regular Full-Time, Regular Part-Time, Temporary Full-Time, or Casual Employee with the Employer as well as all regular straight-time hours worked as a Regular Full-Time or Regular Part-Time Employee with the City of Vancouver prior to the date of certification of the Union as Teamsters (1995 July 19).

15.4 Hours Included

In order for hours to be counted toward seniority or length of service, employees must have been continuously employed with the Employer and not have had a break in service for more than one (1) year, either because of termination or, in the case of Casual Employees, not having been scheduled for work. Employees who resigned and were re-employed within one (1) year of leaving or, in the case of Casual Employees, rescheduled for work within the year, shall have their hours reinstated for purposes of calculating length of service and seniority where applicable.

15.5 Impact on Eligibility for Benefits

Where an employee's length of service includes hours worked in different employee definitions, such hours do not count towards eligibility for benefits or vacation entitlements, unless otherwise provided for in the Collective Agreement.

16. LAYOFF AND RECALL

16.1 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Regular Full-Time Employees who are subject to a layoff under Clause 16.1(a) may exercise their seniority by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Employer, qualified to perform. Any Regular Full-Time Employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority and if they are displaced pursuant to this Clause they shall be laid off. Regular Full-Time Employees must exercise their rights under this Clause 16.1(b) not later than ten (10) days following the receipt of notice of layoff given pursuant to Clause 16.1(c).
- (c) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Employer, the Employer shall give to the Regular Full-Time Employees concerned not less than ten (10) days prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery if the notice is delivered, or if mailed, then the second business day next following the date of

such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.

- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding six (6) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that this Clause 16.1(d) shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days prior written notice thereof. For the purposes of this Clause 16.1(e) the words "major layoff" mean a 10% or more reduction in the work force due to a reduction in the budget of the Employer.
- (f) Employees who are laid off will be restricted from bumping into higher rated positions.
- (g) Where due to a layoff a Full-Time Employee's hours of work are reduced and employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

16.2 Recall

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

- (a) The employees must be qualified to perform the work made available to them;
- (b) no new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
 - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;

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

17. GRIEVANCE PROCEDURE

17.1 Grievances

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

(a) Meeting With Supervisor

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

(b) Step 1

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

(c) Step 2

If the grievance is not settled at Step 1 within ten (10) working days of the meeting referring the matter to the Section Manager, the matter may be referred to the Inspector i/c Human Resources or designate and the Union Business Representative or designate.

(d) Arbitration

If not settled in Step 2 above, within fifteen (15) working days the matter may be referred by either party to a Board of Arbitration (Clause 17.3) for final and conclusive determination.

(e) Time Limits

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

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

(f) If a grievance has been referred to the Employer and the Union pursuant to paragraph (c) and either of the parties is unable to meet with the other for any reason within the time limited in paragraph (d) for settlement of the grievance then the party which is unable to meet shall give to the other written notice to that effect at least three (3) days prior to the expiry of such time limitation and as soon as reasonably possible the parties shall agree upon a time mutually satisfactory to them to consider the grievance and if the parties fail to settle the same then the matter may be referred by either party to a Board of Arbitration (Section 17.3) for final and conclusive determination.

17.2 Policy Grievance

Where a matter involving a question of general application or interpretation occurs, or where a group of employees has a grievance, the grievance may be submitted in writing by the Union to the Inspector i/c Human Resources or, alternatively, by the Employer to

the Business Representative or their designates, as the case may be. If a satisfactory settlement is not reached with the Inspector i/c Human Resources and the Business Representative or their designates within seven (7) working days such matter may be referred to the Deputy Chief Constable – Support Services or designate.

If a satisfactory settlement is not reached with the Deputy Chief Constable – Support Services within seven (7) working days such grievance may be referred to Arbitration under Section 17.1(e) and as provided for in Section 17.3.

17.3 Arbitration

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

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 17.1(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 17.1(d). The two representatives shall select a chairperson within a further seven (7) calendar days.

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

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

17.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 17. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 17 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other

discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or

- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

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

17.5 Union Representation

Where the Employer calls a meeting with an employee for the express purpose of discipline, suspension or dismissal of an employee, the employee may elect to have a Union Representative present. Where the employee elects not to have a Union Representative present or a Union Representative is not available, the absence of a Union Representative shall not affect the Employer's right to discipline, suspend or dismiss and shall not be used as a reason to request an arbitrator to amend or overturn the action taken. The Employer agrees to allow a reasonable effort to obtain a Union Representative where an employee elects to have such representation. Where this is not possible the employee may elect to bring another employee to act as a witness.

18. GENERAL CONDITIONS

18.1 Changes Affecting the Agreement

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

18.2 Disabled Employees

The Employer and the Union agree to cooperate with each other in making every reasonable effort to provide opportunities for older or partially disabled employees to retain employment, recognizing the Employer is not obliged to create work as part of the accommodation process.

18.3 Labour Management Committee – Teamsters

On the request of either the Employer or the Union, the three (3) representatives from each party shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Where the Union wishes additional representatives to attend, leave may be granted upon the approval of the Inspector i/c Human Resources.

The purpose of the Labour Management Committee - Teamsters is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.

18.4 Occupational Safety and Health Committee

An Occupational Safety and Health Committee shall consist of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Committee shall discuss matters relating to occupational health and safety and shall make recommendations to the Deputy Chief Constable – Support Services.

18.5 Job Sharing

The Employer and the Union agree that where a Regular Full-Time Employee wished to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Clause shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

I. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Clause.

II. Procedure

1. A Regular Full-Time Employee shall apply in writing to their Section Manager indicating the reason for the requests including the hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Inspector i/c Human Resources and the Union.

2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable job sharing arrangement, the Inspector i/c Human Resources shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.
4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.
5. Where an employee's request is denied, the Union may request a meeting with the Section Manager and Inspector i/c Human Resources to discuss the matter.

III. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II, item 3. Other employees temporarily appointed to fill positions vacated as a direct result of Job Sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

IV. Employee Status and Working Conditions

1. A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to

the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.

2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:

- (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity shall be earned on a proportionate basis (in the case of Compassionate Leave, paid on a proportionate basis) in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (c) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Regular Full-Time Employees:

(a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

(b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

(c) Public Holidays

- (i) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (ii) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.
- (iii) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.
- (iv) Shared positions based on the compressed work week of 4 days shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

(d) Medical Services Plan, Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

Employer's share = 17.5 (schedule hours)/35 (normal full-time hours) x 60% (employer's portion of premium) = 30% of premium

(e) Sick Leave and Gratuity

For the period of the Job Sharing arrangement, the employee shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(f) VESP

The employee shall continue to be entitled to VESP on the basis of 1½ of the reduced earnings.

(g) Superannuation

Where an employee is contributing to superannuation and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward superannuation. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(h) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

V. Casual and Regular Part-Time Employees

Casual and/or Regular Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

VI. Termination

Either party may cancel this Clause by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

18.6 Employment Equity

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

18.7 Agreement as to Conditions Not Mentioned

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

18.8 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 Casual Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

19. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", "C" and "D" annexed hereto shall form an integral part of this Agreement.

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

SIGNED on behalf of the VANCOUVER)
POLICE BOARD:)

_____)
Chairman of the Board)

_____)
Member)

_____)
Member)

_____)
Member)

_____)
Member)

_____)
Date)

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

_____)
President and Principal Officer)

_____)
Secretary-Treasurer)

_____)
Business Representative)

_____)
Date)

SCHEDULE "A"

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
1201		Accounts Clerk - Police	15
2247		Auxiliary Support Services Coordinator	21
1250		BC AFIS Supervisor	27
021	a	Clerk I	11
023		Clerk II	13
025	d	Clerk III	17
027		Clerk IV	19
028		Clerk V	22
029		Clerk VI	24
141		Clerk – Property and Stores	14
011		Clerk Stenographer III	15
013		Clerk Stenographer IV	17
001	a	Clerk Typist I	10
003	B	Clerk Typist II	13
005		Clerk Typist III	15
1223		Clerk Typist - Investigations	16
2246		Communications Services Assistant	19
1238		Computer Operator - Police	20
1440		Computer Programmer Analyst	26
1236		Coordinator - Victim/Witness Services Unit	27
1206	A	C.P.I.C. Operator	16
2223		Crime Data Analyst	21
1215		Driver-Stores Worker	15
198		Duplicating Machine Operator	12
2226		Emergency Planner	26
1233	o	Fingerprint Technician	19
1244		Fingerprint Technician - BCAFIS	23
2151		Fitness Coordinator	21
1227	c	Fleet Attendant	15
2205		Fleet & Parking Supervisor	22
2234		Forensic Video Analyst	23
1204		Kennel Attendant	15
2239		Lead Property Custodian	18

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
0259		Microcomputer Support Specialist	21
189		Microfilm Operator	13
2257		Network Operations and Support Administrator	24
1448		Network Technician	26
0057		Payroll Clerk I	15
022		Payroll Clerk II	18
8099		Payroll Supervisor	20
2201		Photographic Laboratory Technician	17
8105		Planning Analyst	24
1228		Police Laboratory Analyst I	26
8097		Police Laboratory Analyst II	31
1339		Property Custodian	17
2188		Section Assistant	16
2236		Senior Budget Analyst	28
869		Senior Technical Specialist	32
1205		Stable Attendant	15
111		Storekeeper I	18
2245		Strategic Research and Policy Advisor	31
172		Technical Specialist	30
2189		Telecommunications Service Coordinator	20
1340	a	Telephone Operator I - Police	13
1341		Telephone Operator II - Police	14
2263		User Support Specialist I	20
2262		User Support Specialist II	22
1482		User Support Technician II	19
2256		Victim Services Case Worker	19
2219		Victim/Witness Assistance Coordinator	23
1235		Victim/Witness Program Assistant	21
2264		Web Technician	22

Footnotes:

SCHEDULE "A" (cont'd)

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- (a) These positions receive an increment each six (6) months - all others annual except as provided under ** below.
- (c) These positions may work a 37½ hour work week.
- (k) Pay grade includes consideration for working irregular hours.
- (o) Plus two pay grades for additional responsibility, where applicable.
- (A) These positions may work longer hours.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

** 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.

RATES OF PAYSALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT

between

THE VANCOUVER POLICE BOARD

and the

TEAMSTERS, LOCAL 31

Effective 2003 January 01 - 2006 December 31

(Rates based on a 35-hour week)

Key: A = 2003 January 01 – December 31
 B = 2004 January 01 – December 31
 C = 2005 January 01 – 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u> <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	13.60	14.15	14.70	15.27	15.90
	B	13.94	14.50	15.07	15.65	16.30
	C	14.29	14.86	15.45	16.04	16.71
	D	14.72	15.31	15.91	16.52	17.21
10	A	14.15	14.70	15.27	15.90	16.53
	B	14.50	15.07	15.65	16.30	16.94
	C	14.86	15.45	16.04	16.71	17.36
	D	15.31	15.91	16.52	17.21	17.88
11	A	14.70	15.27	15.90	16.53	17.18
	B	15.07	15.65	16.30	16.94	17.61
	C	15.45	16.04	16.71	17.36	18.05
	D	15.91	16.52	17.21	17.88	18.59
12	A	15.27	15.90	16.53	17.18	17.90
	B	15.65	16.30	16.94	17.61	18.35
	C	16.04	16.71	17.36	18.05	18.81
	D	16.52	17.21	17.88	18.59	19.37

SCHEDULE "A" (cont'd)

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Key: A = 2003 January 01 – December 31
 B = 2004 January 01 – December 31
 C = 2005 January 01 – 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
13	A	15.90	16.53	17.18	17.90	18.63
	B	16.30	16.94	17.61	18.35	19.10
	C	16.71	17.36	18.05	18.81	19.58
	D	17.21	17.88	18.59	19.37	20.17
14	A	16.53	17.18	17.90	18.63	19.38
	B	16.94	17.61	18.35	19.10	19.86
	C	17.36	18.05	18.81	19.58	20.36
	D	17.88	18.59	19.37	20.17	20.97
15	A	17.18	17.90	18.63	19.38	20.19
	B	17.61	18.35	19.10	19.86	20.69
	C	18.05	18.81	19.58	20.36	21.21
	D	18.59	19.37	20.17	20.97	21.85
16	A	17.90	18.63	19.38	20.19	21.03
	B	18.35	19.10	19.86	20.69	21.56
	C	18.81	19.58	20.36	21.21	22.10
	D	19.37	20.17	20.97	21.85	22.76
17	A	18.63	19.38	20.19	21.03	21.90
	B	19.10	19.86	20.69	21.56	22.45
	C	19.58	20.36	21.21	22.10	23.01
	D	20.17	20.97	21.85	22.76	23.70
18	A	19.38	20.19	21.03	21.90	22.81
	B	19.86	20.69	21.56	22.45	23.38
	C	20.36	21.21	22.10	23.01	23.96
	D	20.97	21.85	22.76	23.70	24.68
19	A	20.19	21.03	21.90	22.81	23.76
	B	20.69	21.56	22.45	23.38	24.35
	C	21.21	22.10	23.01	23.96	24.96
	D	21.85	22.76	23.70	24.68	25.71
20	A	21.03	21.90	22.81	23.76	24.76

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 – December 31
 B = 2004 January 01 – December 31
 C = 2005 January 01 – 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	B	21.56	22.45	23.38	24.35	25.38
	C	22.10	23.01	23.96	24.96	26.01
	D	22.76	23.70	24.68	25.71	26.79
21	A	21.90	22.81	23.76	24.76	25.79
	B	22.45	23.38	24.35	25.38	26.43
	C	23.01	23.96	24.96	26.01	27.09
	D	23.70	24.68	25.71	26.79	27.90
22	A	22.81	23.76	24.76	25.79	26.86
	B	23.38	24.35	25.38	26.43	27.53
	C	23.96	24.96	26.01	27.09	28.22
	D	24.68	25.71	26.79	27.90	29.07
23	A	23.76	24.76	25.79	26.86	28.02
	B	24.35	25.38	26.43	27.53	28.72
	C	24.96	26.01	27.09	28.22	29.44
	D	25.71	26.79	27.90	29.07	30.32
24	A	24.76	25.79	26.86	28.02	29.22
	B	25.38	26.43	27.53	28.72	29.95
	C	26.01	27.09	28.22	29.44	30.70
	D	26.79	27.90	29.07	30.32	31.62
25	A	25.79	26.86	28.02	29.22	30.43
	B	26.43	27.53	28.72	29.95	31.19
	C	27.09	28.22	29.44	30.70	31.97
	D	27.90	29.07	30.32	31.62	32.93
26	A	26.86	28.02	29.22	30.43	31.74
	B	27.53	28.72	29.95	31.19	32.53
	C	28.22	29.44	30.70	31.97	33.34
	D	29.07	30.32	31.62	32.93	34.34
27	A	28.02	29.22	30.43	31.74	33.12
	B	28.72	29.95	31.19	32.53	33.95

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 – December 31
 B = 2004 January 01 – December 31
 C = 2005 January 01 – 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	C	29.44	30.70	31.97	33.34	34.80
	D	30.32	31.62	32.93	34.34	35.84
28	A	29.22	30.43	31.74	33.12	34.53
	B	29.95	31.19	32.53	33.95	35.39
	C	30.70	31.97	33.34	34.80	36.27
	D	31.62	32.93	34.34	35.84	37.36
29	A	30.43	31.74	33.12	34.53	36.00
	B	31.19	32.53	33.95	35.39	36.90
	C	31.97	33.34	34.80	36.27	37.82
	D	32.93	34.34	35.84	37.36	38.95
30	A	31.74	33.12	34.53	36.00	37.58
	B	32.53	33.95	35.39	36.90	38.52
	C	33.34	34.80	36.27	37.82	39.48
	D	34.34	35.84	37.36	38.95	40.66
31	A	33.12	34.53	36.00	37.58	39.18
	B	33.95	35.39	36.90	38.52	40.16
	C	34.80	36.27	37.82	39.48	41.16
	D	35.84	37.36	38.95	40.66	42.39
32	A	34.53	36.00	37.58	39.18	40.87
	B	35.39	36.90	38.52	40.16	41.89
	C	36.27	37.82	39.48	41.16	42.94
	D	37.36	38.95	40.66	42.39	44.23
33	A	36.00	37.58	39.18	40.87	42.64
	B	36.90	38.52	40.16	41.89	43.71
	C	37.82	39.48	41.16	42.94	44.80
	D	38.95	40.66	42.39	44.23	46.14

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2004 June 16:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "B"

This is Schedule "B" referred to in
Clauses 8.5, 9 and 19 of this Agreement

- A. The terms and conditions of this Agreement shall apply to Regular Part-Time Employees and Casual Employees save and except for the following provisions thereof:

Clause 5.4	Probationary Period (for Casual Employees only)
Clause 6.1	Work Week
Clause 7	Overtime, Callout, Meal Breaks (except 7.4 – Standby)
Clause 8.7	Pay for Acting in a Higher Wage Category
Clause 9	Employee Benefits (except 9.7 and 9.8)
Clause 10	Sick Leave and Gratuity Plan
Clause 11	Vacations & Public Holidays
Clause 12	Leaves of Absence
Clause 13	Staff Changes (except 13.5 – Human Resource Records Including Disciplinary Documents)
Clause 16	Layoff & Recall

and Schedules "A", "C", and "D"(Part I).

- B. In addition to the applicable terms and conditions referred to in paragraph A the following special provisions apply to Regular Part-Time Employees and Casual Employees:

1. OVERTIME

Regular Part-Time Employees and Casual Employees who are required to work overtime shall be paid for such overtime in the following manner:

- (a) Time and one-half for the first two (2) hours worked in excess of the normal daily hours in a day.

- (b) Double time for hours worked beyond two (2) hours in excess of the normal daily hours in a day.
- (c) Where an employee has not worked forty (40) hours on five (5) days during the week, the employee may work on the sixth and/or seventh day of work in that week at straight-time hours until such time as forty (40) hours of work has been reached and thereafter the overtime provisions would apply.
- (d) For purposes of applying overtime rates, normal daily and weekly hours for Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

2. MEAL BREAKS

- (a) Regular Part-Time Employees and Casual Employees who are relieving in a full-time position shall be eligible for Meal Breaks pursuant to Clause 7.5 under the same terms and conditions that are applicable to a Regular Full-Time Employee.
- (b) Regular Part-Time Employees and Casual Employees who are required to work on their sixth or seventh day of the week pursuant to Clause 1(c) above shall be eligible for Meal Breaks pursuant to Clause 7.5.

3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

Casual Employees 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 annual vacation, public holidays, group life, medical, extended health, dental, and those providing for time off with pay, provided however, that those Casual Employees, upon the completion of 1500 (effective 2004 July 16, 1200) hours of work within two (2) consecutive calendar years, shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.

4. PUBLIC HOLIDAYS

A public holiday will be treated as a normal working day for Regular Part-Time Employees and Casual Employees. Thus, an employee who works on a public holiday will be paid 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.

5. NORMAL DAILY AND WEEKLY HOURS

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for Regular Part-Time Employees and Casual Employees except in the case of a Regular Part-Time Employee or an Casual Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Regular Part-Time Employee or Casual Employee (as the case may be).

6. PAY INCREMENTS

Where ranges exist, eligibility for advancement from one step to the next (increment) shall be as follows:

Pay Grades	Step 2	Step 3	Steps 4/5
9 to 14	913 hours	913 hours	1827 hours
15	913 hours	1827 hours	1827 hours
16 and up	1827 hours	1827 hours	1827 hours

7. RESIGNATION, RE-EMPLOYMENT, LAYOFF

Employees who are absent from the service for less than one (1) year shall have their seniority and placement on the increment scale reinstated upon re-employment.

8. LEAVE FOR VACATION

A Regular Part-Time Employee and Casual Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

SCHEDULE "C"

This is Schedule "C" referred to in
Clauses 11.2 and 19 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1993 is in their (11th) calendar year during 2003. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2003 and 2007, both years included. In 2008 the employee will be credited with a further 5 supplementary working days, etc.

*The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	20/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

PART I

This is Schedule "D" referred to in
Clause 19 of this Agreement

1977 Negotiations

The following items are from the Memorandum of Agreement dated 4 June 1977, entered into between the bargaining representatives for the City of Vancouver et al and the bargaining representatives for the Union which was used in the preparation of this Agreement:

1. With respect to the Unions' 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 the Appendix which is attached to this Schedule.

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-day 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.

APPENDIX

This is the Appendix referred to
in 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 purposes 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, Supplementary 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.
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 public holiday hours and 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 four (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 three (3) days in that week and five (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 "C"), 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.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.
11. Examples of alternate hours of work referred to in Clause 6.1(c)(ix) are:
- 5 days on, 2 days off (7 hour day)
 - 4 days on, 3 days off (8.33 hour day)
 - 4 days on, 4 days off (10 hour day)
 - 4 days on, 4 days off (11 hour day)
 - rotating days off (8.75 hour day)
 - rotating days off (10.38 hour day)

SCHEDULE "D"PART II

This is Schedule "D" referred to in
Clause 19 of this Agreement

2000-2002 NegotiationsParking

The Employer agrees to provide up to fifty (50) stalls at the 312 Main Street building for parking. The administration procedure with respect to financing of the stalls will be the responsibility of the Union. Employees shall pay fifty percent (50%) of the cost of the stalls which has initially been set at \$27.25 per month. Such amount may be adjusted from time to time as necessary. This arrangement will become effective as soon as is practical but not likely until 1997 December 01.

Re-Engineering

The Employer and the Union agree for the term of the Agreement, that it is in the Employer's, Union's and employees' interests to establish a joint committee to discuss issues related to re-engineering. This committee will meet as required and in the event of re-engineering in order to review the impact of these changes on employees as well as to discuss issues related to the re-assignment of employees to alternate positions and changes in job duties and functions.

LETTER OF UNDERSTANDING

between the

VANCOUVER POLICE BOARD
(hereinafter called "the Employer")

and

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

GRATUITY EXPERIMENT

Effective 2004 July 16, the Employer and the Union agree to implement the following Letter of Understanding:

- (a) For the period from 2005 January 01 up to and including 2005 December 31, instead of being eligible to qualify for the Gratuity Plan described in Clause 10.11, employees shall be eligible to qualify for the Gratuity Experiment described in (b) and (c) below.

Commencing on 2006 January 01, employees shall again be bound by the provisions of Clause 10.11 UNLESS the average number of days taken by the workforce does not exceed seven (7) days for the calendar year 2005, in which case provisions (b) and (c) below shall be extended until 2006 December 31. In the event that such an extension does occur, the parties shall again be bound by the provisions of Clause 10.11, effective 2007 January 01.

- (b) Employees shall be entitled to have gratuity days credited on the basis of one (1) day for every four (4) months of continuous service with the Employer.
- (c) Under the gratuity experiment, when deducting gratuities no more than one (1) day in any one four (4) month period or for any one illness will be deducted.

LETTER OF UNDERSTANDING – GRATUITY EXPERIMENT (cont'd)

SIGNED this 16 day of June, 2004.

ON BEHALF OF THE EMPLOYER:

“J. Kerr”

“E. Fritsch”

“I. Romanuik”

“S. Schnitzer”

“L. Odendaal”

“Malcolm Graham”

ON BEHALF OF THE UNION:

“Ross Peterson”

“Rod Blackburn”

“Dave Cooper”

“Sandra Cameron”

“K. Maitland”

“D. Wawrzasek”

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