

2012 - 2015

COLLECTIVE AGREEMENT

between the

PORT MOODY POLICE BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825

2012 - 2015
 COLLECTIVE AGREEMENT
 between the
PORT MOODY POLICE BOARD
 and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	<u>PREAMBLE</u>	1
2	<u>TERM OF AGREEMENT</u>	1
3	<u>DEFINITIONS OF EMPLOYEE</u>	2
	Section 1: Definitions of Employees.....	2
	Section 2: Probationary Period	2
4	<u>RECOGNITION AND NEGOTIATIONS</u>	3
5	<u>UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES</u>	3
	Section 1: Union Membership.....	3
	Section 2: Check-Off of Union Dues	4
	Section 3: Orientation	4
6	<u>CROSSING OF LEGAL PICKET LINES</u>	4
	Section 1: Crossing of Legal Picket Lines	4
	Section 2: Withdrawal of Services.....	4
7	<u>GRIEVANCE PROCEDURE AND ARBITRATION</u>	4
8	<u>UNION BUSINESS</u>	5
	Section 1: Outside Representatives of the Union	5
	Section 2: Union Business	5
	Section 3: Investigation of Grievances	6
9	<u>RATES OF PAY</u>	6
	Section 1: Salary Schedule.....	6
	Section 2: Derivation of Bi-weekly and Monthly Rates.....	6
	Section 3: Effective Date of Individual Pay Adjustments	6
	Section 4: Temporary Assignment	6
	Section 5: Less than Qualified Personnel	7
	Section 6: Probationary Employees	7
	Section 7: Increments.....	7

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
9	<u>RATES OF PAY</u> (cont'd)	
	Section 8: New Employees or Employees Rehired.....	7
	Section 9: First Aid Premiums	7
10	<u>SENIORITY</u>	8
	Section 1: Application in Promotions, Transfers, Etc.....	8
	Section 2: Trial Period Upon Promotion or Transfer.....	8
	Section 3: Employees Laid Off.....	8
	Section 4: Posting Vacancies	8
	Section 5: Training Program.....	9
	Section 6: Seniority Accumulation	9
11	<u>GENERAL HOLIDAYS</u>	9
	Section 1: Listing of General Holidays.....	9
	Section 2: Pay for Working on a General Holiday	10
	Section 3: Observation of General Holidays	10
12	<u>VACATIONS</u>	10
	Section 1: Paid Annual Vacations.....	10
	Section 2: Supplementary Vacation	13
13	<u>SICK LEAVE</u>	13
	Section 1: Sick Leave with Pay.....	13
	Section 2: Medical Certificate	14
	Section 3: Notification of Supervisor	15
	Section 4: Sick Leave Reimbursement.....	15
	Section 5: Family Illness	15
14	<u>COMPASSIONATE LEAVE</u>	15
15	<u>MATERNITY AND PARENTAL LEAVE</u>	16
16	<u>GENERAL LEAVE OF ABSENCE</u>	19
17	<u>FULL PAY MAKE-UP</u>	20
	Section 1: Workers' Compensation Board	20
	Section 2: Jury Duty.....	20
18	<u>EMPLOYEE BENEFITS</u>	20
	Section 1: Dental, Medical and Extended Health Plan.....	20
	Section 2: Municipal Pension Plan	22
	Section 3: Group Life Insurance	22
	Section 4: Optional Group Life Insurance	22
	Section 5: Benefit Administration	22

INDEX (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
19	<u>HOURS OF WORK</u>	22
	Section 1: Hours of Work	22
	Section 2: Shift Premium.....	23
	Section 3: Minimum Hours Between Shift Changes	23
	Section 4: Rest Periods.....	23
	Section 5: Daily Guarantee.....	23
20	<u>REGULAR PART-TIME EMPLOYEES</u>	23
21	<u>OVERTIME AND CALLOUT</u>	24
	Section 1: Overtime.....	24
	Section 2: Payout of Overtime	25
	Section 3: Callout	25
	Section 4: Cost Recovery	26
22	<u>TECHNOLOGICAL CHANGE</u>	26
23	<u>GENERAL CONDITIONS</u>	27
	Section 1: Care of Equipment.....	27
	Section 2: Vehicle Mileage Rate	27
	Section 3: Educational Allowances.....	27
	Section 4: Personnel Reports and Files	28
	Section 5: Occupational Health and Safety Committee	28
	Section 6: Use of Masculine and Singular Terms	28
	Section 7: Sexual Harassment	28
24	<u>JOB EVALUATION</u>	28
	Section 1: Job Evaluation – Wage Protection.....	28
	Section 2: Standing Job Evaluation Committee	28
	Section 3: Job Evaluation Procedure for New Jobs	29
	Section 4: Job Evaluation for Changed Jobs	29
	Section 5: Appeal Procedure	30
	Section 6: Settlement of Disagreements within the JJEC.....	30
	Section 7: Market Adjustment	31
25	<u>SERVICE SEVERANCE PAY</u>	31
26	<u>OTHER PROVISIONS</u>	32

INDEX (cont'd)

		<u>PAGE</u>
	<u>SCHEDULES</u>	
<u>SCHEDULE "A"</u>	Rates of Pay.....	33
<u>SCHEDULE "B"</u>	Provisions Applicable to Auxiliary Employees.....	36
<u>SCHEDULE "C"</u>	Supplementary Vacation.....	40
<u>SCHEDULE "D"</u>	2012-2015 Negotiations.....	42
<u>SCHEDULE "E"</u>	Letter of Understanding - Compressed Work Week - 12 Hour Shift - Communications Operator.....	43

THIS AGREEMENT made and entered

BETWEEN:

THE PORT MOODY POLICE BOARD
(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
(hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) to encourage efficiency in operation.
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees to be drawn up in an Agreement.

NOW THEREFORE, the parties agree as follows:-

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be for the period from and including 2012 January 01, to and including 2015 December 31, and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the last day of December in any year thereafter, by written notice, to require the other party of the Agreement to commence collective bargaining. The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this new Agreement.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither party shall make any change in the terms of the said Agreement (nor increase or

decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (1) The Union has given notice to strike (or until the Union goes on strike), or
- (2) The Employer has given notice of lock-out (or the Employer shall lock out its employees), or
- (3) The parties have concluded a renewal or revision of this Agreement, or entered into a new Collective Agreement.

whichever is the earliest.

ARTICLE 3 - DEFINITIONS OF EMPLOYEE

Section 1: Definitions of Employees

"Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code.

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

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

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

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

An Auxiliary Employee is any other employee. (For terms and conditions of employment, see Schedule "B".)

Section 2: Probationary Period

- (a) All new Regular Full-Time and Temporary Full-Time Employees shall complete a probationary period of eighty (80) (effective 2013 January 22, one hundred and twenty (120)) days worked.
- (b) Regular Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

- (c) The definition of probation referred to in (a) and (b) above shall not include employees on probation during the first eighty (80) days worked following a promotion or transfer.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Union as the sole and exclusive bargaining agency on behalf of all its employees "in a unit composed of Police Communications Operators, Police Records Clerks, Custodial Guards, and Information Technology Support, employed by the Port Moody Police Board" and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons employed by the Employer whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

Section 1: Union Membership

- (a) All employees who are now members of the Union and those employees who subsequently become members of the Union 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 regular Union dues that all other members of the Union are required to pay to the Union, nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership.

All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the pay period coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period.

Deductions shall be made in respect of all subsequent pay periods provided an employee works any part of the pay period. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

- (b) The Employer agrees to acquaint all new employees covered by this Collective Agreement with the fact that a Collective Agreement between the Union and the Employer is in effect and with the conditions of employment set out herein dealing with the Definitions of Employees, Union Membership requirement and check-off of Union dues.

Section 2: Check-Off of Union Dues

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

Section 3: Orientation

Effective 2013 January 22, a representative of the Union will be invited to attend the departmental orientation and will be afforded up to thirty (30) minutes during new employee orientation to familiarize these new employees with the Union.

ARTICLE 6 - CROSSING OF LEGAL PICKET LINES

Section 1: Crossing of Legal Picket Lines

The Employer shall not request a Union member to cross the picket line of a legal strike. The Union will waive this condition to a number of employees required to remedy a specified emergency such as fire, water repairs, sewer repairs, flooding or snow and ice conditions, or emergency declared by senior government. Any employees not wishing to cross a picket line of any legal strike shall inform their Supervisor immediately of their decision, in writing.

Section 2: Withdrawal of Services

It is agreed that Union members shall not withdraw their services from the Employer during the duration of this Agreement except during a legal strike sanctioned by members of the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

Effective 2013 January 22:

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the matter promptly in the following manner:

- (a) The grievance shall be stated in writing and submitted within seven (7) calendar days of the date of the happening of the items being grieved about, to the Deputy Chief Constable or designate.

- (b) Should the Deputy Chief Constable or designate be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance it shall be submitted to the Chief Constable or designate who shall meet with the Union's representatives and the grievor(s) within fourteen (14) calendar days.
- (c) Should the Chief Constable or designate be unable to effect a settlement within fourteen (14) calendar days, either of the parties may, within a further fourteen (14) calendar days, notify the other party in writing of its desire to submit the difference to arbitration. The difference will be submitted to an Arbitration Board composed of a single arbitrator to be chosen by the parties unless one of the parties elects to have a three (3) member Arbitration Board. In the event either party elects to have a three (3) member Arbitration Board, that party will notify the other party in writing within seven (7) calendar days of that party's decision to submit the difference to a three (3) member Arbitration Board and include in that written notification the name of that party's nominee to the Arbitration Board. Upon receipt of that notification, the other party will have seven (7) calendar days to provide written notification of that party's nominee to the Arbitration Board. The two nominees shall endeavour to select a third member of the Arbitration Board who shall be the Chairperson. Should the two nominees fail to select such a third member within seven (7) calendar days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representatives selected shall be borne by the respective parties.
- (d) Within fourteen (14) calendar days following the establishment of the Arbitration Board, it shall report its decision on the grievance. Where there is a three (3) member Arbitration Board, the majority decision of the Arbitration Board shall be final and binding on all persons bound by this Agreement, but the Arbitration Board shall not have the power to alter the wording of the Agreement in any way.
- (e) When settlement is reached at any stage of this procedure, such decision shall be final and binding on both parties.

ARTICLE 8 - UNION BUSINESS

Section 1: Outside Representatives of the Union

Outside representatives of the Union may discuss any Union matter with an employee on the premises during working hours, provided they do not take up more than fifteen (15) minutes of an employee's paid time and provided always that the outside Union representative reports their presence to the senior management representative available before entering the working area.

Section 2: Union Business

With the permission of the Chief Constable or his or her designate, or their immediate supervisor, up to two (2) Union officials may without loss of pay, absent themselves from duty to confer with the

Employer regarding Union business arising from this Agreement and for the purpose of carrying on collective bargaining.

Section 3: Investigation of Grievances

One (1) Union official at a time, shall be permitted to leave their job, for up to fifteen (15) minutes approximately, to discuss a specific grievance with an employee or to investigate a specific circumstance giving rise to a grievance during working hours, provided the Union official notifies their Supervisor of where they are going, and provided they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

ARTICLE 9 - RATES OF PAY

Section 1: Salary Schedule

The rates of pay set out in Schedule "A" shall apply during the term of this Agreement.

Section 2: 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:

$$\begin{array}{l} \text{hourly} \quad \times \quad \text{bi-weekly} \quad = \quad \text{bi-weekly rate (taken} \\ \text{rate} \quad \quad \quad \text{hours} \quad \quad \quad \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} \quad = \quad \text{monthly rate (taken to} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{the nearest dollar)} \end{array}$$

Section 3: Effective Date of Individual Pay Adjustments

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

N.B. This item is not intended to interfere with current provisions regarding pay for acting in a higher capacity.

Section 4: Temporary Assignment

Employees temporarily assigned to a position, outside the scope of this Collective Agreement, shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment, the employee shall be notified in writing in advance of the temporary assignment. Provided, however, that such temporary appointment exceeds three (3) continuous days.

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, they shall be paid for every day that they carry out the duties of the senior position, at the minimum rate in the scale for such senior position, except where the salary received in their own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position. Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

Section 5: Less than Qualified Personnel

Persons who have less than the required qualifications for any position may be employed and assigned to such position provided, however, such person shall be paid at a rate of ten percent (10%) below the salary class for such position. It is further provided that the period of time that such ten percent (10%) reduction is paid shall not exceed the probationary period of such employee.

Section 6: Probationary Employees

Probationary employees may be paid at a rate ten percent (10%) below the salary class for their position.

Section 7: Increments

Effective 2013 January 22:

Each pay level contains three (3) increments and employees may be granted an increment after twelve (12) months' employment, except those employees who have been granted a General Leave of Absence, provided their Supervisor has filed a report with the Chief Constable or designate indicating that the employee concerned has and is performing the duties of the position in a satisfactory manner, except employees who have taken a General Leave of Absence. An employee who has taken a General Leave of Absence will have the date of their next increment extended by the length of their General Leave of Absence. Each employee shall be entitled to read the Supervisor's report concerning such employee.

Section 8: New Employees or Employees Rehired

New employees or employees re-engaged shall be entitled to the standard rate of wage for the position for which they are engaged. If there is no classification and wage scale in Schedule "A" of this Agreement covering the position, such shall be negotiated between the Employer and the Union as expeditiously as possible and in any event no later than three (3) months from the date of employment.

Section 9: First Aid Premiums

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>Regular Part-Time & Full-Time Employees</u>	<u>Auxiliary 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/or III course for employees who are required to have such certification.

ARTICLE 10 - SENIORITY

Section 1: Application in Promotions, Transfers, Etc.

In making promotions, transfers, demotions and in effecting layoffs and rehiring, the skill, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, the length of service shall be the determining factor. The Employer agrees that the decisions of the Departmental Heads in regard to such matters shall be subject to regular grievance procedure.

Section 2: Trial Period Upon Promotion or Transfer

In the event an employee is promoted or transferred to a higher-rated position, the employee shall be considered to be on trial for a period of not more than sixty (60) working days. If, at the end of the trial period, the employee is not considered satisfactory in the higher-rated position, they shall be returned to their previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.

Section 3: Employees Laid Off

- (a) It shall be the duty of each employee laid off to supply the Employer with their correct mailing address and telephone number, and the Employer on re-hiring shall advise the employee by letter or telephone of the date on which the employee is required to report for duty. Such notice shall be given as to be received at least twenty-four (24) hours prior to the required reporting time.
- (b) Five (5) days' notice of layoff or pay in lieu thereof will be given employees with six (6) months or more of recorded seniority with the Employer.

Section 4: Posting Vacancies

It is agreed that before filling any position within the scope of this Agreement which may have a duration of thirty (30) (effective 2013 January 22, sixty (60)) days or more, excluding those positions wherein the employee of that position is on vacation for a period of, or in excess of, thirty (30) (effective 2013 January 22, sixty (60)) calendar days, notice thereof shall be posted in such places that will be accessible to all employees who may be affected or interested therein, for a period of seven (7) days before such a position is filled. Such posting to contain the following information:-

Nature of position, required ability, and wage rate.

The Employer agrees to forward a copy of such postings to the Union and to advise the Union of the name or names of the successful applicant(s).

Section 5: Training Program

It is agreed that the Union may, from time to time, request and have a meeting with the Chief Constable or his or her designate for the purpose of presenting and exploring ideas pertaining to a Training Program for employees covered by this Agreement.

Section 6: Seniority Accumulation

- (a) It is agreed between the parties hereto that seniority for Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees shall be retained and accumulated on the following basis:
- (1) Employees who are laid off after completion of their probation period but prior to completion of one (1) year's service, shall retain seniority for a period of six (6) months.
 - (2) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
 - (3) Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner.
 - (4) Authorized leave of absence.
 - (5) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.
- (b) An employee shall lose their seniority for any of the following reasons:-
- (1) The employee is discharged for a proper cause and is not reinstated.
 - (2) The employee resigns.
 - (3) The employee is continuously laid off for a period exceeding their qualifications under Section 6(a)(1) and (2).

ARTICLE 11 - GENERAL HOLIDAYS

Section 1: Listing of General Holidays

- (a) All Regular Full-Time Employees and Temporary Full-Time Employees who have completed one (1) month's continuous service, and who have been in receipt of pay on either the workday immediately preceding or the workday immediately following the General Holiday, shall be paid at the regular rate of pay for the following General Holidays:-

New Year's Day	Victoria Day	Thanksgiving Day
Family Day* (effec. 2013 Jan. 22)	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any other day declared to be a general holiday by the Employer. Such payment shall be made irrespective of whether or not such General Holiday occurs during such employees' regular work week.

* If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

- (b) Where a General Holiday or a general holiday declared by the Employer occurs while an employee is on annual holiday, extra days in lieu of such holiday shall be granted.

Section 2: Pay for Working on a General Holiday

- (a) All Regular Full-Time Employees and Temporary Full-Time Employees required to work on General Holidays shall receive in addition to holiday pay at straight time, double time for all hours worked.
- (b) The premium rate which is paid for hours worked on General Holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a General Holiday extends beyond the respective normal daily hours of seven (7) or eight (8) hours.

Section 3: Observation of General Holidays

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

ARTICLE 12 - VACATIONS

Section 1: Paid Annual Vacations

Paid annual vacations for all Regular Full-Time Employees and Temporary Full-Time Employees 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 the "Employment Standards Act".

- (b) In the first part of the calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (c) During the second (2nd) calendar year of service up to and including the seventh (7th) calendar year of service - fifteen (15) working days of annual vacation.

During the eighth (8th) calendar year of service up to and including the fifteenth (15th) calendar year of service - twenty (20) working days of annual vacation.

During the sixteenth (16th) calendar year of service up to and including the twenty-third (23rd) calendar year of service - twenty-five (25) working days of annual vacation.

During the twenty-fourth (24th) and all subsequent calendar years of service - thirty (30) working days.
- (d) Seniority shall have preference in scheduling annual vacation.
- (e) Vacations for all employees shall be taken at such times when quantity and regularity of production of the work of the Employer shall not be impaired, provided that the Employer shall endeavour to accommodate the employees in their desires regarding the times of their vacation.
- (f) When mutually agreed upon more than three weeks of the annual vacation of an employee may be taken during July or August.
- (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 ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
- (h) Vacations are to be taken during the year in which earned. Vacation entitlement not taken in the year earned will be paid out by January 31st of the following year. One week of vacation may be taken under extenuating circumstances at the discretion of the Chief Constable or his or her designate beyond December 31st.

PROVIDED THAT:

- (i) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (ii) Effective 2013 January 22:

An employee may be hired at any level on the vacation schedule set out above at the discretion of the Chief Constable or designate. This will not alter any other calculations for the employee, such as but not limited to seniority, length of service or supplementary vacation.

- (iii) In all cases of termination of service for any reason other than retirement or superannuation or on attaining maximum retirement age, adjustment will be made of any overpayment of vacation.
- (iv) Any employee
 - (a) who has reached minimum retirement age as defined in the Municipal Pension Plan Rules and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
 - (b) whose age and years of service with the Employer total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of their employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause.

Effective 2014 January 01 the above paragraphs (iii) and (iv) will be replaced with the following:

- (iii) Any Regular Full-Time Employee who has reached minimum retirement age as defined in the Municipal Pension Plan Rules and
 - (a) has completed at least twenty (20) years of pensionable service with the Employer, shall be entitled to receive full annual vacation on termination of employment for any reason;
 - (b) has not completed twenty (20) years of pensionable service with the Employer, shall be entitled to receive:
 - (1) one-half ($\frac{1}{2}$) the amount of vacation that the employee would have received under Article 12, Section 1(c) if the employee leaves the service of the Employer on or before June 30 of the calendar year; and
 - (2) the full amount of vacation the employee would have received under Article 12, Section (1)(c) if the employee leaves the service on or after July 01.

All other employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this clause.

- (iv) In all cases of termination of service other than that set out in paragraph (iii) above, adjustment will be made of any overpayment of vacation.
- (v) An employee shall receive vacation pay at their established rate at the time vacation is taken, and at the end of the calendar year adjustments shall be made pursuant to paragraph (vii) below.

- (vi) An employee who experiences a significant break in service due to authorized leave of absence or illness, three (3) months or greater without pay during the course of any year, shall have their annual vacation entitlement reduced proportionately for that year.
- (vii) Vacation Adjustment

Employees hired prior to 1995 October 23 shall continue to be covered by the vacation pay adjustment provision contained in the 1991-93 Collective Agreement. All other employees shall be covered by the following provision.

As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employee's annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeds their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

Section 2: Supplementary Vacation

Each Regular Full-Time Employee and Temporary Full-Time Employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which they are entitled under Section 1 aforementioned:

- (a) Each employee upon commencing their eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) It being understood between the parties that each employee shall become entitled to their supplementary vacation under this Section 2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain their 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.)

ARTICLE 13 - SICK LEAVE

Section 1: Sick Leave with Pay

Regular Full-Time Employees and Temporary Full-Time Employees shall be granted sick leave with pay of twenty (20) working days per year, with an accumulated maximum of two hundred and sixty-one (261) working days.

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days' credit shall be given. The maximum sick leave credit per year is twenty (20) working days.
- (c) Sick leave entitlement at a given day shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least five (5) consecutive working days.
- (d) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month.
- (e) Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.
- (f) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

However, deductions shall be made if the injury is not covered by W.C.B. solely because time absent is less than the qualifying period.
- (g) Employees shall be permitted to use up to twelve (12) hours' sick leave credit, in any one (1) calendar year, to visit a Doctor or Dentist for non-emergencies provided that the employee provides their Department Head with a minimum of twenty-four (24) hours' notice of the appointment.
- (h) Sick pay and General Holiday pay shall be paid at the employee's current rate of pay on the occasion of such sick pay or General Holidays.
- (i) In the event of the death of any regular employee, any unused sick leave credit shall be paid to the estate of the deceased.
- (j) Each employee shall receive a summary of their accumulated sick leave credits as at December 31st of each calendar year.

Section 2: Medical Certificate

An employee shall be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness and/or a Statutory Declaration, certifying that such employee is unable to carry out their duties due to illness or non-compensable accident provided, however, that the Employer may waive this requirement for the first three (3) days of such sickness or accident. Where such Medical Certificate and/or Declaration is not produced, there shall be no sick pay allowed.

Section 3: Notification of Supervisor

All employees must notify their immediate supervisor (or designate), prior to the commencement of their shift, of absence due to illness. Further, Police Communications Operators must notify their supervisor at least three (3) hours in advance of shift commencement of absence due to illness if physically possible. Failure to do so may result in loss of pay.

Notwithstanding the provision contained in this Section all other employees engaged on afternoon and night shift work must notify their supervisor if physically possible a minimum of three (3) hours in advance of the shift commencement of absence due to illness.

Section 4: Sick Leave Reimbursement

The Employer is subrogated to the rights of an employee who has received sick leave payments pursuant to Article 13.1 of this Collective Agreement, against any third party liable to that employee for damages, and may bring an action against the third party in the employee's name to recover the wages and/or benefits paid or payable by the Employer. The employee shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Chief Constable or designate. Where a claim for damages is made to the courts, the employee or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

Upon reimbursement of the wages and/or benefits, the Employer shall reimburse the Sick Leave Plan, the amount of money paid out of the Plan in proportion to the total amount of money the employee reimburses the Employer for wage loss and/or benefits and shall also credit the employee with any resultant gratuity days to which the employee is entitled. This provision includes actions or claims made to ICBC.

Section 5: Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose. The use of sick leave days for family illness will affect the calculation of an employee's Gratuity benefits.

ARTICLE 14 - COMPASSIONATE LEAVE

- (a) Regular Full-Time Employees and Temporary Full-Time Employees will be granted three (3) days with pay for compassionate leave in the event of the death of spouse (including common-law spouse and same-sex partner), daughter, son, step-child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. Additional days off may be granted with pay upon application to the Chief Constable or his or her designate.

- (b) Regular Full-Time Employees and Temporary Full-Time Employees may be granted one-half (½) day's leave without loss of pay to attend a funeral in the capacity of pall-bearer or mourner to a maximum of one (1) day per year.

ARTICLE 15 - MATERNITY AND PARENTAL LEAVE

Effective 2013 January 22:

- (a) Length of Leave

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.

Birth Parent Other than the Birth Mother

A birth parent is the spouse of the birth mother.

An employee who is the birth parent, but who is not the birth mother, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child shall be entitled to up to fifty-two (52) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

An employee who is the adoptive parent of a child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

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, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in 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

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

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE 16 – GENERAL LEAVE OF ABSENCE

Effective 2013 January 22:

(a) Applications for Leave

Employees desiring a General Leave of Absence without pay shall submit an application for such leave to the Deputy Chief Constable or designate.

In all cases each request will be judged based on the circumstances and merits of each application and the ability of the Employer to obtain a replacement who is trained and qualified, to provide coverage during the absence of the employee requesting the General Leave of Absence. The final and binding decision to grant a General Leave of Absence shall rest with the Deputy Chief Constable or designate.

Under no circumstances will a General Leave of Absence be granted for an employee to engage in other employment or start a business. In the event an employee on a General Leave of Absence under this Article takes a new job or starts a business, their employment with the Employer will be terminated for cause. However, an employee who has a second job, or operates their own business prior to taking the General Leave of Absence, and does not work additional hours in the second job or in the business as a result of taking the General Leave of Absence, will not be terminated for cause for the sole reason that the employee continues to work at the other job or continues to operate their own business.

(b) Benefit Coverage

Where an employee(s) has been granted a General Leave of Absence by the Employer and has made arrangements to pay both their share and the Employer's share of the benefit premiums (Medical Services Plan, Extended Health, Dental, Group Life Insurance, and Accidental Death and Dismemberment) and the benefit carrier agrees to continue coverage for the employee during the time the employee is on the General Leave of Absence, the Employer shall make arrangements to continue the coverage for the period of the General Leave of Absence.

(c) Pension

In the event that the Rules of the Municipal Pension Plan allow an employee to purchase all or part of their General Leave of Absence, the employee will be responsible for paying both the Employer and the employee portions of the buy-back of any pensionable service. The Employer shall not contribute to any purchase of service.

(d) Notice Requirements for Early Return from Leave

When requesting a General Leave of Absence, the employee is required to specify the length of the General Leave of Absence. If the General Leave of Absence is approved, and the employee subsequently decides not to take the General Leave of Absence, or decides to return to work prior to the end of the scheduled General Leave of Absence period, the employee must provide the Employer with at four (4) weeks advance notice.

(e) Effect of Leave of Absence on Increment Dates

An employee who takes a General Leave of Absence shall have their increment postponed for a period equal to the period of the General Leave of Absence.

ARTICLE 17 - FULL PAY MAKE-UP

Section 1: Workers' Compensation Board

Any Regular Full-Time Employee, Temporary Full-Time Employee or Regular Part-Time Employee who has completed six (6) months of continuous service and whose claim for Workers' Compensation Board (WCB) temporary disability benefits is accepted by the WCB, shall assign all monies received from the WCB to the Employer and the Employer shall pay the employee's approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, vacation and overtime credits. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim."

Section 2: Jury Duty

The Employer will make up jury pay to full pay for any Regular Full-Time Employee or Temporary Full-Time Employee serving jury duty at the order of any Canadian Court.

ARTICLE 18 - EMPLOYEE BENEFITS

Section 1: Dental, Medical and Extended Health Plan

- (a) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following completion of twelve (12) months of continuous service, be required to participate in the Dental Plan provided by the Employer, unless otherwise covered by a dental plan subject to being eligible for coverage under the rules of the Dental Plan. Dental care provides coverage as follows:
- (i) Basic Dental Services (Plan A) - with the Plan paying 100% of the approved schedule of fees.

- (ii) Prosthetics, Crowns and Bridges (Plan B) - with the Plan paying 50% of the approved schedule of fees.
 - (iii) Orthodontics (Plan C) - with the Plan paying 50% of the approved schedule of fees to a lifetime maximum of \$3000 for adults and dependent children as defined by the Plan.
- (b) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following three (3) months of continuous service, be entitled to apply for coverage under the Medical Services Plan and the Extended Health Care Plan subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The provision of the Extended Health Care benefits shall be subject to the requirements of the Plan. The Extended Health Care Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person, and contains, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$75.00 per person every two (2) years (effective 2013 February 01, \$100.00 per person every twenty-four (24) months);
 - (2) vision care (\$300.00 (effective 2013 February 01, \$500.00) per person), payable per twenty-four (24) month period);
 - (3) hearing aids (maximum payable of \$700.00 (effective 2013 February 01, \$1000.00) per person in a five (5) year period);
 - (4) orthotics to a maximum payable of \$300.00 every five (5) years;
 - (5) orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of \$600.00 per person in a calendar year), and the Nicotine Patch (\$350.00 per person lifetime maximum).
- (c) An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.
- (d) Employees who retire on the Municipal Pension Plan may elect to continue coverage under the Extended Health Care and Dental Plans for two (2) months following retirement provided they make arrangements to continue to pay their share of the monthly premiums subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium for the Medical and Extended Health Care Plans. The Employer shall pay seventy percent (70%) (effective 2013 February 01, seventy-five percent (75%)) and the employee shall pay thirty percent (30%) (effective 2013 February 01, twenty-five percent (25%)) of the premium for the Dental Plan.

Section 2: Municipal Pension Plan

Employees shall be entitled to contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules.

Section 3: Group Life Insurance

All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees subject to being eligible for coverage under the rules of the Group Life Insurance Plan. 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 employee's basic annual salary which shall be computed to the next highest \$1,000.00 and a premium waiver in the case of total and permanent disability, subject to the terms and conditions of the group life insurance policy. The Employer shall pay seventy percent (70%) and the employee shall pay thirty percent (30%) of the premiums for the group life insurance policy.

Section 4: Optional Group Life Insurance

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

Section 5: Benefit Administration

The Union recognizes that the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

ARTICLE 19 - HOURS OF WORK

Section 1: Hours of Work

- (a) Except as provided in (b) below, the normal hours of work shall be seven (7) hours per day, five (5) consecutive days per week, with two (2) consecutive days of rest each week except when required to change work weeks; provided that the hours of work on Saturday and Sunday shall be restricted to the period 08:00 h. to 24:00 h. or as otherwise mutually agreed between the parties. Prior to the Employer scheduling Regular Full-Time Employees to work after 17:00 h. on Saturdays and Sundays, the Employer will discuss the staffing of such shifts with the Union.
- (b) The normal work week for Communications Operators and Custodial Guards shall consist of a forty (40) hour work week with the hours and shifts to be arranged by the Chief Constable or his or her designate. The work day for Custodial Guards shall be based on an eight (8) hour day that includes a paid straight-time lunch break during which the employee shall remain on duty.

- (c) Employees working less than seven (7) or eight (8) hours respectively per day shall be paid at straight time rates for all hours worked up to seven (7) or eight (8) hours per day, then overtime rates as set out shall prevail.

Section 2: Shift Premium

Shift premium shall be seventy-five (75) cents (effective 2013 January 22, one dollar (\$1.00)) per hour and shall be payable for all hours of a regular shift worked between the hours of 19:00 h and 07:00 h. If more than one-half of the hours worked on the regular shift qualify for shift premium, the shift premium shall be paid for all hours worked on the regular shift.

Section 3: Minimum Hours Between Shift Changes

There will be a minimum of twelve (12) hours between changes in regular shifts for Regular Full-Time Employees. A Regular Full-Time Employee called out during the twelve (12) hours shall be paid at overtime rates until the twelve (12) hour period has elapsed.

Section 4: Rest Periods

A ten (10) minute rest period shall be allowed all employees once during the first half of each shift and once during the second half of each shift, at a specific time to be arranged with the job Supervisor.

Section 5: Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for their scheduled shift on the call of the Employer, shall receive their regular hourly rate of pay for the entire period spent at their place of work, with a minimum of two hours' pay at the employee's 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 their scheduled shift, shall receive their regular hourly rate of pay for the entire period spent at their place of work, with a minimum of four hours' pay at the employee's regular hourly rate.
- (c) In any case where an employee
 - (i) reports for their 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).

ARTICLE 20 - REGULAR PART-TIME EMPLOYEES

- (a) Regular Part-Time Employees who have worked the equivalent of 6 months (e.g., 913 hours) and who regularly work 20 or more hours per week shall be provided with a one-time choice between receiving 16% of their regular salary in lieu of all benefits, except those listed in paragraph (c) below, or actual benefits coverage. In any case where an eligible employee opts for benefits coverage, the Employer will contribute its contractual portion of premiums pro-

rated by the proportion of regular full-time weekly hours which the Regular Part-Time Employee normally works, and the employee will be required to pay the balance of the premiums.

- (b) All Regular Part-Time Employees who have worked less than the equivalent of 6 months, shall be entitled to receive 12% of regular salary in lieu of all benefits, and those who have worked the equivalent of 6 months but have not opted for actual benefits coverage, shall be entitled to receive 16% of regular salary in lieu of all benefits, except those listed in paragraph (c) below.
- (c) All Regular Part-Time Employees who have worked the equivalent of 6 months, shall be entitled to the same Compassionate Leave, Maternity Leave, Adoption Leave and Jury Duty provisions to which Regular Full-Time Employees are entitled on a pro-rated basis, but if having opted for 16% in lieu of all other benefits, shall not be paid such 16% when on unpaid leave of absence.
- (d) For the purposes of this provision "all benefits" shall mean annual vacation, General Holidays, medical, extended health, dental, group life, sick leave, compassionate leave and Municipal Pension Plan benefits.

ARTICLE 21 - OVERTIME AND CALLOUT

Section 1: Overtime

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates 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 regular shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Section 1 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Article 11, Section 2.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under Clause (a) at the following overtime rates:
 - (i) time and one-half the standard 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 standard 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 standard rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Section 1(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).
- (c) Regular Part-Time Employees shall be paid for overtime on the same basis as Regular Full-Time Employees upon completion of the same number of hours of work as are applicable to a similarly classified full-time position.
- (d) Communications Operators shall not work more than sixteen (16) continuous hours, including regular hours, except in exceptional circumstances.

Section 2: Payout of Overtime

An employee who works overtime may, with the approval of the Chief Constable or his or her designate, elect to receive compensating time off in lieu of being paid for the overtime to a maximum of seventy (70) hours for employees with a thirty-five (35) hour work week and eighty (80) hours for employees with a forty (40) hour work week in any one (1) calendar year. An employee shall not take any compensating time off to their credit without first receiving the approval of their Department Head; provided, however, that if the employee does not receive all of their compensating time off by January 31st of the year following the year in which the employee worked the overtime, the employee shall be paid in cash for the overtime for which they received no compensation at the rate or rates of pay in effect at the time such overtime was worked.

Section 3: Callout

- (i) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work by the Employer at any time after they have completed their 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 Article 20, Section 1, shall be paid at the rate of double the employee's normal rate of pay for the time actually worked and in addition thereto the employee shall be paid one (1) hour at double their normal rate of pay for travelling time to and from home. Except as otherwise provided in clause (ii) a Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work under this Section 3 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the employee's normal rate of pay.

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

- (ii) If, after a callout, an additional call or calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee before the expiry of the minimum three (3) hour period or before the employee arrives 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 their normal rate of pay for the time actually worked and an

additional one (1) hour at double their normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by a Regular Full-Time Employee or Temporary Full-Time Employee within a three (3) hour period the employee shall be paid at double their normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

(iii) For the purposes of this Section 3 a callout shall commence one-half ($\frac{1}{2}$) hour before actual commencement of work for which the Regular Full-Time Employee or Temporary Full-Time Employee was called back and terminate one-half ($\frac{1}{2}$) hour after actual completion of such work. The one-half ($\frac{1}{2}$) hour at the commencement and termination of the callout time is the travelling time allowed the employee hereunder.

(iv) Effective 2013 January 22:

When an employee receives a telephone call and is able to resolve the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for one-half ($\frac{1}{2}$) hour. Any subsequent telephone calls related to the first call that occur within one (1) hour of the first call shall not result in any additional payments. A related telephone call that occurs after the one (1) hour period shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay. A telephone call within the one (1) hour period that is for an unrelated matter shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay.

Section 4: Cost Recovery

Where employees work overtime and/or are called out to deal with emergency situations where the Employer is able to recover the overtime and callout costs from a third party (e.g., Provincial Emergency Program), the employees shall be paid for such overtime and callouts and shall not be permitted to receive compensating time off in lieu of being paid for the overtime or callout.

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 7 of this Collective Agreement, by-passing all other steps in the grievance procedure.

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

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

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

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

ARTICLE 23 - GENERAL CONDITIONS

Section 1: Care of Equipment

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

Section 2: Vehicle Mileage Rate

Employees who are required to use their own vehicle to conduct business on behalf of the Employer shall be paid mileage in accordance with the current Canadian Revenue Agency rate.

Section 3: Educational Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course.

Section 4: Personnel Reports and Files

An employee desiring to view their personnel file shall file a written request with their supervisor who shall, within a reasonable period of time, arrange to review the file with the employee at a time convenient to both parties.

Section 5: Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of one (1) representative of the Employer and one (1) representative of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Constable. It is agreed that this Committee may be combined with the Safety Committee for the Police Services Union.

Section 6: Use of Masculine and Singular Terms

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

Section 7: Sexual Harassment

The Employer and the Union agree that Sexual Harassment shall not be tolerated in the workplace.

ARTICLE 24 - JOB EVALUATION

Section 1: Job Evaluation - Wage Protection

The parties agree that no employee will have their wages reduced. Employees who are red-circled will continue to receive negotiated wage increases.

Section 2: Standing Job Evaluation Committee

The Standing Joint Job Evaluation Committee shall have equal representation and participation from the parties, consisting of two representatives from the Employer and two representatives from CUPE Local 825. Each party may appoint alternate representatives to serve as replacements for absent representatives. All decisions and job evaluations made by the Committee shall be made with a minimum quorum of one employer and one CUPE Local 825 representative.

Committee members and alternates appointed by CUPE shall be granted a paid leave for periods of time spent working on the committee.

Routine business decision of the committee shall be made by simple majority. Job rating decisions shall require unanimous decision of the full committee and shall be final and binding on the parties, subject only to the appeal procedure contained in Article 5 of this maintenance plan.

The mandate of the Standing Job Evaluation Committee includes:

- (a) Maintain the integrity of the job evaluation program

- (b) Recommend changes to pay grades, the job evaluation plan, its procedures and/or methods as may be deemed necessary from time to time. However, any change must be negotiated by the parties.
- (c) The committee shall evaluate jobs as outlined in Job Evaluation Plan.

Section 3: Job Evaluation Procedure for New Jobs

Where the Employer establishes a new job, the following procedure shall apply:

- (a) The Employer shall draft a description for the job.
- (b) The Standing Committee shall meet and establish a temporary pay grade for the job from the draft job description.
- (c) The Union and the Employer each have opportunity to appeal the rating of a new job based on the agreed upon appeal criteria.
- (d) Six months after appointment to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Standing Committee. The Standing Committee shall finalize the job description and rate the job according to the JE plan.
- (e) If the pay grade increases as a result of the 6 month review, such increase shall be retroactive to 3 months from the date of hire of the incumbent; if the pay grade decreases a result of the 6 month review, the incumbent shall receive full red-circling protection for the duration of their tenure in the job.

Section 4: Job Evaluation for Changed Jobs

Whenever the Employer changes the job or the employee, or the Union feel the duties of the job have been changed, or the job description does not reflect the duties and responsibilities of the job the following steps shall take place:

- (a) The incumbent/union or supervisor may request a job evaluation review by completing and submitting a Job Evaluation Request form to the Standing Committee.
- (b) The Standing Committee shall gather accurate, up to date information on the job. The incumbent and supervisor shall complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews may be held with the incumbent and supervisor and a visit to the workplace. Based on this information, the Committee shall update the job description as necessary.
- (c) The Committee shall rate each factor of the job to establish a new rating for the job and advise the incumbent and the supervisor of its decision. The rating of the job shall determine the pay level for the job.

Section 5: Appeal Procedure

If either the employee/Union or supervisor do not agree with the decision of the JJEC the following procedure shall apply:

- (a) within 60 days of the committee decision, the incumbent/Union or supervisor may request reconsideration of the job description and or the job rating by completing and submitting an appeal form stating reason for disagreeing with the job description and or rating;
- (b) the incumbent(s) and the supervisor may make a presentation to the committee;
- (c) the JJEC shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected;
- (d) The JJEC shall inform both the incumbent and the supervisor of its decision in writing.
- (e) If the appeal committee cannot reach agreement, the matter can be referred to the Union President and the Director of Human Resources. Matters that cannot be resolved between the Union President and the Director of Human Resources shall be referred to the Chief Constable for review.

Section 6: Settlement of Disagreements within the JJEC

- (a) In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairperson of the Committee shall request with ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist reaching a decision.
- (b) If after meeting with the two advisors the Committee remains unable to agree upon the matter in dispute, the co-chair person shall advise in writing the Union and the Employer of this fact within fifteen working days.
- (c) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the BC Labour Board to appoint an arbitrator.
- (d) The arbitrator shall then decide the matter upon which the JJEC has been unable to agree and their decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- (e) The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and arguments concerning the matter in dispute. The arbitrator shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- (f) The arbitrator's fees and expenses shall be divided equally between the parties.

- (g) The time lines contained in this article may be extended by mutual agreement of the parties.

Section 7: Market Adjustment

From time to time, the Employer may require the flexibility to adjust the rate for specific positions in accordance with market pressures. The Employer must meet the following criteria:

- (a) the Employer must demonstrate that at least two attempts have been made to recruit for a vacancy using the plan's rate of pay;
- (b) turnover in the specific job classification must be demonstrably high;
- (c) the adjustment in the rate of pay will be temporary and will be reviewed annually;
- (d) if the position is found to be above market as a result of the annual review, the rate of pay will return to the original JE amount;
- (e) the adjustment is for the position rather than a specific incumbent and will apply to existing incumbents, not just the new hires recruited under the temporary rate of pay;
- (f) all other conditions, such as negotiated increases, will continue to apply.

ARTICLE 25 - SERVICE SEVERANCE PAY

- (a) Subject to paragraph (b), it is agreed and understood that "Service Severance Pay" shall be paid employees of the Employer on the following basis:
 - (i) Employees leaving the service of the Employer, other than on retirement, and who have completed ten (10) years of service or more shall be paid two (2) days' pay for each year of service.
 - (ii) Employees retiring from the service of the Employer shall be paid at the rate of five (5) days' pay for each year of service with the Employer.
 - (iii) In the event of death of an employee who has established a service severance credit after ten (10) years of service as provided for herein, any such credit monies due will be paid to the employee's estate.

For the purpose of Service Severance Pay, the following definitions shall apply:

"Retirement" shall be defined as an employee leaving the service of an Employer in accordance with the Rules made under the authority of the Public Sector Pension Plans Act; and shall apply to all employees as though contributing under the said Rules, provided they retire at the retirement ages permitted in the Rules.

"Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

- (b) Those employees who were entitled to Article XIV - Service Gratuity Pay of the 1983-1985 Collective Agreement between the City of Port Moody and CUPE, Local 2552 shall not be entitled to the provisions of paragraph (a) above, but shall remain entitled to Service Gratuity Pay as set out in Schedule "D" attached hereto.

ARTICLE 26 - OTHER PROVISIONS

The Schedules attached hereto and marked with the letters "A", "B", "C", "D", and "E" shall form a part of this Agreement.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of this 12 day of May, 2014.

SIGNED ON BEHALF OF THE PORT MOODY
POLICE BOARD:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 825:

"M.E. (Mike) Clay"
CHAIRPERSON

"Raman Braich"
PRESIDENT

"C. Rattenbury"

"Sheri Devito"
SECRETARY

"K. Ridley"

SCHEDULE "A"RATES OF PAYEffective 2012 January 01 – 2015 December 31

Key: A = 2012 January 01
 B = 2013 January 01
 C = 2014 January 01
 D = 2015 January 01

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
1		A	22.65	23.49	24.38
		B	22.93	23.78	24.68
		C	23.33	24.20	25.11
		D	23.80	24.68	25.61
2		A	23.49	24.38	25.30
		B	23.78	24.68	25.62
		C	24.20	25.11	26.07
		D	24.68	25.61	26.59
3		A	24.38	25.30	26.23
		B	24.68	25.62	26.56
		C	25.11	26.07	27.02
		D	25.61	26.59	27.56
4	Support Services Clerk	A	25.30	26.23	27.22
		B	25.62	26.56	27.56
		C	26.07	27.02	28.04
		D	26.59	27.56	28.60
5		A	26.23	27.22	28.24
		B	26.56	27.56	28.59
		C	27.02	28.04	29.09
		D	27.56	28.60	29.67
6	Court Liaison Fleet Coordinator Front Counter Clerk	A	27.22	28.24	29.29
		B	27.56	28.59	29.66
		C	28.04	29.09	30.18
		D	28.60	29.67	30.78

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01
 B = 2013 January 01
 C = 2014 January 01
 D = 2015 January 01

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
7	Records Quality Control Coord.	A	28.24	29.29	30.39
		B	28.59	29.66	30.77
		C	29.09	30.18	31.31
		D	29.67	30.78	31.94
8		A	29.29	30.39	31.53
		B	29.66	30.77	31.92
		C	30.18	31.31	32.48
		D	30.78	31.94	33.13
9	Communications Operator Disclosure Clerk Exhibit Custodian	A	30.39	31.53	32.71
		B	30.77	31.92	33.12
		C	31.31	32.48	33.70
		D	31.94	33.13	34.37
10	Communications Operator (Trainer)	A	31.53	32.71	33.93
		B	31.92	33.12	34.35
		C	32.48	33.70	34.95
		D	33.13	34.37	35.65
11	Finance Officer Communications Centre Coordinator	A	32.71	33.93	35.22
		B	33.12	34.35	35.66
		C	33.70	34.95	36.28
		D	34.37	35.65	37.01
12		A	33.93	35.22	36.53
		B	34.35	35.66	36.99
		C	34.95	36.28	37.64
		D	35.65	37.01	38.39
13	IT Specialist	A	35.22	36.53	37.89
		B	35.66	36.99	38.36
		C	36.28	37.64	39.03
		D	37.01	38.39	39.81

SCHEDULE "A" (cont'd)

Page 3

Key: A = 2012 January 01
 B = 2013 January 01
 C = 2014 January 01
 D = 2015 January 01

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
14	Victim Services Coordinator	A	36.53	37.89	39.33
		B	36.99	38.36	39.82
		C	37.64	39.03	40.52
		D	38.39	39.81	41.33
15		A	37.89	39.33	40.79
		B	38.36	39.82	41.30
		C	39.03	40.52	42.02
		D	39.81	41.33	42.86
16		A	39.33	40.79	42.33
		B	39.82	41.30	42.86
		C	40.52	42.02	43.61
		D	41.33	42.86	44.48
17		A	40.79	42.33	43.92
		B	41.30	42.86	44.47
		C	42.02	43.61	45.25
		D	42.86	44.48	46.16
18		A	42.33	43.92	45.56
		B	42.86	44.47	46.13
		C	43.61	45.25	46.94
		D	44.48	46.16	47.88
	Court Services Clerk – Step 1, Pay Band 3	A	24.38		
		B	24.68		
		C	25.11		
		D	25.61		
	Auxiliary Guard – Step 1, Pay Band 4	A	25.30		
		B	25.62		
		C	26.07		
		D	26.59		

Eligibility for advancement from one step (increment) to the next is as outlined in Article 9, Section 7.

SCHEDULE "B"PROVISIONS APPLICABLE TO AUXILIARY EMPLOYEES

Definition of Auxiliary Employee - any employee who, under this Agreement, is not classified as a Regular Full-Time Employee, Temporary Full-Time Employee, or Regular Part-Time Employee.

Hours of Work:

Normal daily and weekly hours for all Auxiliary Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified (i.e., 7 and 35 or 8 and 40 hours respectively).

Shift Differential:

No shift differential premiums will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.

Overtime:Regular Hours - Auxiliary Employees

Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to seven (7) or eight (8) hours per day (based on the number of hours applicable to a Regular Full-Time Employee whose position is similarly classified) on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 00:01 h on Sunday morning and to end at 23:59 h on the immediately following Saturday).

Overtime Rates - Auxiliary Employees

Overtime rates will be paid on the following basis to all Auxiliary Employees:

- (1) Time and one-half for the first 2 hours worked in excess of the normal daily hours in a day;
- (2) Two times for hours worked beyond 2 in excess of the normal daily hours in a day;
- (3) In any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 h on the employee's sixth day of work in that week, two times for hours worked after 12:00 h on the sixth day, and two times for all hours worked on the employee's seventh day of work in that week; provided that if an employee works 44 hours in 5 days, all work done on the sixth and seventh days shall be paid at two times the employee's regular rate.

Daily Guarantee - Auxiliary Employees:

- (a) Subject to the provisions of paragraph (c) an employee reporting for their scheduled shift on the call of the Employer, shall receive their regular hourly rate of pay for the entire period spent at their place of work, with a minimum of two (2) hours' pay at the employee's regular hourly rate.
- (b) Subject to the provisions of paragraph (c) an employee other than a school student on a school day who commences work on their scheduled shift, shall receive their regular hourly rate of pay for the entire period spent at their place of work, with a minimum of four (4) hours' pay at the employee's regular hourly rate.
- (c) In any case where an employee (i) reports for their 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 pay set forth in paragraphs (a) and (b).

Seniority - Auxiliary Employees:

A Seniority pool will be established for Auxiliary Employees. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees as follows:

- (a) As soon as an Auxiliary Employee has worked 1,200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
- (b) Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority* in any such class accordingly.
- (c) An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
- (d) An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
- (e) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (f) Auxiliary class seniority is to be exercised departmentally.
- (g) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off.

* Definition – "Class Seniority" shall mean the date of appointment in writing to a position class.

- (h) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify Auxiliary Employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.
- (i) Other than as might be provided for pursuant to the terms of paragraph (g) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (j) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register himself with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
- (k) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer and both the applicant and the Union will be provided with a copy by way of receipt.
- (l) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers their desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position with such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then
 - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
 - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the City shall be appointed.

General Holidays - Auxiliary Employees

A General Holiday will be treated as a normal working day for all Auxiliary Employees. Thus, an employee who works on a General Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a General Holiday will not receive any pay or compensating time off in lieu of the holiday.

Benefits - Auxiliary Employees

Auxiliary Employees will be entitled to 12% of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as compassionate leave, except that those employees who have acquired Auxiliary seniority, shall become entitled to 16% in lieu of 12%.

SCHEDULE "C"SUPPLEMENTARY VACATION TABLE
(referred to in Article 12, Section 2)

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 1997 is in the 11th calendar year during 2007. The employee in 2007 will be credited with 5 supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 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 2007 TO 2016 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2015	--	--	--	--	--	--	--	--	--	15/-
2014	--	--	--	--	--	--	--	--	15/-	15/-
2013	--	--	--	--	--	--	--	15/-	15/-	15/-
2012	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2011	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2010	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2009	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2008	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2007	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2006	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2005	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2004	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2003	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2002	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2001	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2000	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1999	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1998	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1997	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1996	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1995	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1992	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1991	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1990	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1989	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1988	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "D"

2012-2015 NEGOTIATIONS

The following is item #15 from the 2012-15 Memorandum of Agreement signed on 2013 January 07:

15. Schedule "E" – Compressed Work Week

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to review the Letter of Understanding on Compressed Work Week to determine whether there are mutually agreeable changes that could be made to the Letter of Understanding.

SCHEDULE "E"

LETTER OF UNDERSTANDING

BETWEEN

THE PORT MOODY POLICE BOARD
(hereafter the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2896
(hereafter the "Union")

COMPRESSED WORK WEEK

12 HOUR SHIFT - COMMUNICATIONS OPERATOR

The Employer and the Union agree to implement a compressed work week for the class of positions of "Communications Operator" in accordance with the following provisions:

1. Trial Period and Cancellation

- (a) The four (4) days on duty and four (4) days off duty schedule shall commence on and shall continue for a trial period of forty-eight (48) weeks from May 3, 1987.
- (b) This Letter of Understanding may be cancelled at any time during or after the trial period by either party upon thirty days' written notice to the other party.

2. Compressed Work Week Principle

The basic principle in converting from the eight (8) hour day - five (5) day week to the twelve (12) hour shift compressed work week is that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.

3. Twelve Hour Work Schedule

- (a) The hours of work schedule shall be based on an average of forty (40) hours per week.
- (b) The work schedule shall be developed on the concept of four (4) days on duty and four (4) days off duty. The hours of work for each shift shall consist of twelve (12) hours. These hours of work shall be inclusive of paid rest period(s) totalling thirty (30) minutes and employees shall be required to work through their meal periods. The normal shift shall be twelve (12) consecutive hours from 07:00 h to 19:00 h, or 19:00 h to 07:00 h. It is understood that four (4) adjustment days (additional days off) will be scheduled by

mutual agreement between the employee and the Chief Constable, or his or her designate, during every twenty-four week period.

An employee may, with the approval of the Chief Constable or his or her designate, transfer their afternoon shift thirty (30) minute rest period entitlement to a day shift which falls on a Monday to Friday, inclusive, in order to create a total day shift rest period of one (1) hour.

The Employer may change the above shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the Employer will provide the Union with a notice setting forth the intended changes and if the Union so desires, it will, within ten (10) calendar days of such notice, discuss and provide advice to the Employer for consideration.

- (c) Article 17, Hours of Work, Sections 1, 2, 3 and 4 of the Collective Agreement shall not apply to employees covered by this Letter of Understanding.

4. Collective Agreement Amendments

The following provisions shall replace or be additional to those set out in the 2000-2002 Collective Agreement. Unless otherwise stated, the section below shall replace the corresponding section in the Collective Agreement. Where a matter is not set out below it shall be resolved by reference to paragraph 2, Compressed Work Week Principle, above.

Article 11 - General Holidays

Section 1(c) General Holidays shall commence at 07:00 h on the day the holiday actually occurs and shall end at 07:00 h on the following date.

Section 2(a) All Regular Full-Time Employees and Temporary Full-Time Employees required to work on General Holidays shall receive in addition to eight (8) hours' holiday pay at straight time, double time for all hours worked. Employees who do not work on a General Holiday shall receive eight (8) hours' holiday pay at straight time.

- (b) The premium rate which is paid for hours worked on General Holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a General Holiday extends beyond the normal daily hours of twelve (12) hours.

Article 12 - Vacations

Section 1(b) In the first part of the calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of eighty (80) hours for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.

- (c) During the second (2nd) calendar year of service up to and including the seventh (7th) calendar year of service - one hundred and twenty (120) hours of annual vacation.

During the eighth (8th) calendar year of service up to and including the fifteenth (15th) calendar year of service - one hundred and sixty (160) hours of annual vacation.

During the sixteenth (16th) calendar year of service up to and including the twenty-third (23rd) calendar year of service - two hundred (200) hours of annual vacation.

During the twenty-fourth (24th) and all subsequent calendar years of service - two hundred and forty (240) hours of annual vacation.

- 2(a) Upon commencing their eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall thereupon become entitled to forty (40) hours of supplementary vacation.

Article 13 - Sick Leave

Section 1: Sick Leave with Pay

Regular Full-Time Employees and Temporary Full-Time Employees shall be granted sick leave with pay of one hundred and sixty (160) hours per year, with an accumulated maximum of two thousand and eighty-eight (2088) hours, however, only one thousand two hundred and eighty (1280) hours will be allowed to be used in any one (1) calendar year for illness or other purpose stipulated in the Agreement.

- (b) Sick leave of eighty (80) hours shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date eighty (80) hours' credit shall be given. The maximum sick leave credit per year is one hundred and sixty (160) hours.
- (c) Sick leave entitlement at a given day shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least four (4) consecutive working days.
- (d) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of twelve (12) hours and no credit shall be given for a part of a month.
- (e) Sick leave may be accumulated to a maximum of two thousand and eighty-eight (2088) hours.

Article 14 - Compassionate Leave

- (a) Effective 2004 February 24, Regular Full-Time Employees and Temporary Full-Time Employees will be granted twenty-four (24) hours with pay for compassionate leave in the event of the death of spouse (including common-law spouse and same-sex partner), daughter, son, step-child, mother or father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. Additional days off may be granted with pay upon application to the Chief Constable or his or her designate.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees may be granted four (4) hours' leave without loss of pay to attend a funeral in the capacity of pall-bearer or mourner to a maximum of eight (8) hours per year.

Article 19 - Hours of WorkSection 2: Shift Premium

Shift premium shall be seventy-five (75) cents (effective 2013 January 22, one dollar (\$1.00)) per hour and shall be payable for all regular hours worked between 19:00 h of one day and 07:00 h of the following day. There shall be no shift premium paid for hours worked between 07:00 h and 19:00 h of any day.

Section 3: Minimum Hours Between Shift Changes

There will be a minimum of twelve (12) hours between changes in regular shifts for Regular Full-Time Employees. A Regular Full-Time Employee called out during the twelve (12) hours shall be paid at overtime rates until the twelve (12) hour period has elapsed.

Article 21 - Overtime and Callout

The Collective Agreement references to "regular shift" shall be interpreted as being "twelve (12) hours" for employees covered by this Letter of Understanding. Effective 2007 January 01, the Collective Agreement reference to "eighty (80) hours" in Article 20, Section 2 shall be amended to "ninety-six (96) hours" for employees covered by this Letter of Understanding.

Article 25 - Service Severance Pay

- (a) (i) Employees leaving the service of the Employer, other than on retirement, and who have completed ten (10) years of service or more shall be paid sixteen (16) hours' pay for each year of service.
- (ii) Employees retiring from the service of the Employer shall be paid at the rate of forty (40) hours' pay for each year of service with the Employer.

(definition of a "Day's Pay" is not applicable)

Schedule "B" - Provisions Applicable to Auxiliary Employees

Hours of Work and Overtime

The Collective Agreement references to normal daily and weekly hours shall be deemed to be those for a full-time employee covered by this Letter of Understanding. Thus, an Auxiliary Employee who is working on a shift covered by this Letter of Understanding shall be paid at straight time rates for twelve (12) hours and at applicable overtime rates thereafter.

5. Pay Periods

Employees covered by this Letter of Understanding shall continue to be paid their regular straight time pay as if they were working a normal five (5) day, forty (40) hour work week on the basis that the shift schedule averages to forty (40) hours per week over twenty-four weeks.

SIGNED ON BEHALF OF THE PORT MOODY
POLICE BOARD:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 2896:

"D. Driscoll"

"Linda Fuddy"

"G.E. Payne"

"C. Credico"

"W. Brown"

"W.J. Townsend"

Dated at Port Moody, British Columbia, this 29th day of April, 1987.

Updated during the drafting of the 2000-2002, 2003-2006, 2007-2011, and 2012-2015 Collective Agreement to reflect changes made to the body of the Collective Agreement.