

2020 - 2021

COLLECTIVE AGREEMENT

between the

**PORT MOODY POLICE BOARD**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825**

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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 .....               | 14          |
|                | Section 4: Sick Leave Reimbursement .....                 | 14          |
|                | Section 5: Family Illness .....                           | 15          |
| 14             | <u>COMPASSIONATE LEAVE</u> .....                          | 15          |
| 15             | <u>MATERNITY AND PARENTAL LEAVE</u> .....                 | 15          |
| 16             | <u>GENERAL LEAVE OF ABSENCE</u> .....                     | 18          |
| 17             | <u>FULL PAY MAKE-UP</u> .....                             | 19          |
|                | Section 1: Workers' Compensation Board .....              | 19          |
|                | Section 2: Jury Duty.....                                 | 19          |
| 18             | <u>EMPLOYEE BENEFITS</u> .....                            | 19          |
|                | Section 1: Dental, Medical and Extended Health Plan.....  | 19          |
|                | Section 2: Municipal Pension Plan .....                   | 21          |
|                | Section 3: Group Life Insurance .....                     | 21          |
|                | Section 4: Optional Group Life Insurance .....            | 21          |
|                | Section 5: Benefit Administration .....                   | 21          |

INDEX (cont'd)

| <u>ARTICLE</u> |  | <u>PAGE</u> |
|----------------|--|-------------|
| 19             | <u>HOURS OF WORK</u> .....                                   | 21          |
|                | Section 1: Hours of Work .....                               | 21          |
|                | Section 2: Shift Premium.....                                | 22          |
|                | Section 3: Minimum Hours Between Shift Changes .....         | 22          |
|                | Section 4: Rest Periods.....                                 | 22          |
|                | Section 5: Daily Guarantee.....                              | 22          |
| 20             | <u>REGULAR PART-TIME EMPLOYEES</u> .....                     | 23          |
| 21             | <u>OVERTIME AND CALLOUT</u> .....                            | 23          |
|                | Section 1: Overtime.....                                     | 23          |
|                | Section 2: Payout of Overtime .....                          | 24          |
|                | Section 3: Callout .....                                     | 24          |
|                | Section 4: Cost Recovery.....                                | 25          |
| 22             | <u>TECHNOLOGICAL CHANGE</u> .....                            | 25          |
| 23             | <u>GENERAL CONDITIONS</u> .....                              | 26          |
|                | Section 1: Care of Equipment .....                           | 26          |
|                | Section 2: Vehicle Mileage Rate.....                         | 26          |
|                | Section 3: Educational Allowances.....                       | 27          |
|                | Section 4: Personnel Reports and Files.....                  | 27          |
|                | Section 5: Occupational Health and Safety Committee.....     | 27          |
|                | Section 6: Use of Masculine and Singular Terms .....         | 27          |
|                | Section 7: Sexual Harassment.....                            | 27          |
| 24             | <u>JOB EVALUATION</u> .....                                  | 27          |
|                | Section 1: Job Evaluation – Wage Protection .....            | 27          |
|                | Section 2: Standing Job Evaluation Committee .....           | 27          |
|                | Section 3: Job Evaluation Procedure for New Jobs.....        | 28          |
|                | Section 4: Job Evaluation for Changed Jobs.....              | 28          |
|                | Section 5: Appeal Procedure.....                             | 29          |
|                | Section 6: Settlement of Disagreements within the JJEC ..... | 29          |
|                | Section 7: Market Adjustment .....                           | 30          |
| 25             | <u>SERVICE SEVERANCE PAY</u> .....                           | 30          |
| 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 ..... | 35          |
| <u>SCHEDULE "C"</u>        | Supplementary Vacation .....                       | 39          |
| Letter of Understanding #1 | Hours of Work – IT Specialist .....                | 41          |
| Letter of Understanding #2 | Employee-Funded Long-Term Disability Plan .....    | 43          |
| Letter of Understanding #3 | 5-5-4 Schedule – Pilot Project .....               | 46          |
| Letter of Understanding #4 | EI Premium Return .....                            | 50          |

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 2020 January 01, to and including 2021 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 thirty-five (35), forty (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 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 probation referred to in (a) and (b) above shall not include employees on trial during the first sixty (60) 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 Records Clerks, Custodial Guards, Information Technology Support, and Victim Services, 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 (15<sup>th</sup>) day of the following month.

### Section 3: Orientation

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

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 (2) nominees shall endeavour to select a third (3<sup>rd</sup>) member of the Arbitration Board who shall be the Chairperson. Should the two (2) nominees fail to select such a third (3<sup>rd</sup>) member within seven (7) calendar days from the appointment of the last representative, either party may request the Director of the Collective Agreement Arbitration Bureau 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:

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

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

### 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

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. 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 &amp;<br/>Full-Time Employees</u> | <u>Auxiliary Employees</u> |
|---------------|--|----------------------------|
| OFA Level II  | \$125.00 per month                                     | \$0.80 per hour            |
| OFA Level III | \$140.00 per month                                     | \$0.90 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 re-hirings, the skills, 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) At the time an employee is laid off, the Employer shall endeavour to place the employee into a vacant position for which the employee has the necessary skills, knowledge, and ability, and will offer first right of recall to a position for which the employee has the necessary skills, knowledge, and ability. The first right of recall will be in effect for six (6) months following the date of layoff.
- (b) 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.
- (c) Ten (10) days' notice of layoff or pay in lieu thereof will be given to 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 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, 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*    | 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 (2X) 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 (1) premium day for such employees with respect to any one (1) 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 ( $\frac{1}{12^{\text{th}}}$ ) of ten (10) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>.

(c) During the second (2<sup>nd</sup>) calendar year of service up to and including the seventh (7<sup>th</sup>) calendar year of service - fifteen (15) working days of annual vacation.

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

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

During the twenty-fourth (24<sup>th</sup>) 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 (3) 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 ( $\frac{1}{12^{\text{th}}}$ ) 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 31<sup>st</sup> of the following year.

A maximum of one (1) week of vacation may be banked beyond December 31<sup>st</sup> in the year it was earned. Additional vacation may be banked at the discretion of the Chief Constable or designate. Any unused banked vacation will be paid out on December 31<sup>st</sup> of the following year.

PROVIDED THAT:

(i) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

(ii) 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) 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 31<sup>st</sup> 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 (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) or forty-sixth (46<sup>th</sup>) 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 30<sup>th</sup> and December 31<sup>st</sup> 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 will be permitted up to twelve (12) hours to visit a Doctor or Dentist on the Employer's time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.
- (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 31<sup>st</sup> 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, 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 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. 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, Section 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.

#### 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

- (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 sixty-one (61) 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 sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) 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 seventy-eight (78) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) 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 sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) 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 seventy-eight (78) 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) 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.
- (4) 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.
- (5) 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)(3) 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 parents 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 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

##### (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 least 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-UPSection 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 WorkSafeBC (WCB) temporary disability benefits is accepted by WorkSafeBC, shall assign all monies received from WorkSafeBC to the Employer and the Employer shall pay the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC 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 WorkSafeBC 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 BENEFITSSection 1: Dental, Medical and Extended Health Plan

- (a) All Regular Full-Time Employees shall, effective the first (1<sup>st</sup>) day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first (1<sup>st</sup>) 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 one hundred percent (100%) of the approved schedule of fees.
  - (ii) Prosthetics, Crowns and Bridges (Plan B) - with the Plan paying fifty percent (50%) of the approved schedule of fees.
  - (iii) Orthodontics (Plan C) - with the Plan paying fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3000.00) 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 one hundred dollars (\$100.00), a lifetime maximum of one million dollars (\$1,000,000.00) per person, and contains, among other benefits, coverage for:

- (1) eye exams to a maximum payable of one hundred dollars (\$100.00) per person every twenty-four (24) months;
  - (2) vision care (five hundred dollars (\$500.00) per person, payable per twenty-four (24) month period);
  - (3) hearing aids (maximum payable of one thousand dollars (\$1000.00) per person in a five (5) year period);
  - (4) orthotics to a maximum payable of three hundred dollars (\$300.00) every five (5) years;
  - (5) orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of six hundred dollars (\$600.00) per person in a calendar year), and the Nicotine Patch (three hundred and fifty dollars (\$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 eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium for the Medical, Extended Health Care, and Dental Plans.

#### 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 times (1½X) the employee's basic annual salary which shall be computed to the next highest one thousand dollars (\$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 (\$10,000.00) up to a maximum of three hundred thousand dollars (\$300,000.00). 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 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 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 ( $\frac{1}{2}$ ) 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 for all employees once during the first (1<sup>st</sup>) half of each shift and once during the second (2<sup>nd</sup>) 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 (2) 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 (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 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 six (6) months (e.g., nine hundred and thirteen (913) hours) and who regularly work twenty (20) or more hours per week shall be provided with a one-time choice between receiving sixteen percent (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 six (6) months, shall be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits, and those who have worked the equivalent of six (6) months but have not opted for actual benefits coverage, shall be entitled to receive sixteen percent (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 six (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 sixteen percent (16%) in lieu of all other benefits, shall not be paid such sixteen percent (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 (1½X) 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 (2X) 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 (2X) 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 (2X) 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.

#### Section 2: Payout of Overtime

An employee who works overtime may, with the approval of the Chief Constable or 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. In addition, employees with a thirty-five (35) hour work week may only bank a maximum of seventy (70) hours at any given time, and employees with a forty (40) hour work week may only bank a maximum of eighty (80) hours at any given time. 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 December 31<sup>st</sup> 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 (2X) 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 (2X) 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 (2X) 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 (2X) their normal rate of pay for the time actually worked and an additional one (1) hour at double (2X) 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 (2X) 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 (½) 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 (½) hour after actual completion of such work. The one-half (½) hour at the commencement and termination of the callout time is the travelling time allowed for the employee hereunder.
- (iv) 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 (2X) the employee's regular rate of pay for one-half (½) 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 (½) hour payment at double (2X) 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 (½) hour payment at double (2X) 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., Emergency Management BC), 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 (2) 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 (2) representatives from the Employer and two (2) 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 decisions 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 Section 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 the 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 (6) 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 six (6) month review, such increase shall be retroactive to three (3) months from the date of hire of the incumbent; if the pay grade decreases as a result of the six (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 feels 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.
- (d) When an evaluation of an existing job results in a revised pay band, the new rate of pay will be effective thirty (30) calendar days following the submission of the questionnaire by the incumbent of the position or the date the Employer signs off on the questionnaire, whichever occurs earlier.

#### 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 sixty (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 within 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 (2) 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 (15) 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 (2) 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

It is agreed and understood that "Service Severance Pay" shall be paid to employees of the Employer on the following basis:

- (a) 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.
- (b) 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.

- (c) 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.

ARTICLE 26 - OTHER PROVISIONS

The Schedules attached hereto and marked with the letters "A", "B", and "C" 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 6th day of February, 2023.

SIGNED ON BEHALF OF THE PORT MOODY  
POLICE BOARD:

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

\_\_\_\_\_  
Mayor Meghan Lahti  
CHAIRPERSON

\_\_\_\_\_  
Josh Armstrong  
PRESIDENT

\_\_\_\_\_  
Olga Kuznyetsova

\_\_\_\_\_  
Natalie Hayton  
SECRETARY

\_\_\_\_\_  
Chloe Goodison

\_\_\_\_\_  
Manjit Aujla

\_\_\_\_\_  
Dave Fox

\_\_\_\_\_  
Shahid Hussain

\_\_\_\_\_  
Darren Radford

SCHEDULE "A"RATES OF PAYEffective 2020 January 01 – 2021 December 31

Key: A = 2020 January 01  
 B = 2021 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                  | 26.02          | 26.99          | 28.00          |
|                 |   | B                  | 26.54          | 27.53          | 28.56          |
| 2               |   | A                  | 26.99          | 28.00          | 29.07          |
|                 |   | B                  | 27.53          | 28.56          | 29.65          |
| 3               |   | A                  | 28.00          | 29.07          | 30.13          |
|                 |   | B                  | 28.56          | 29.65          | 30.73          |
| 4               | Support Services Clerk                                    | A                  | 29.07          | 30.13          | 31.27          |
|                 |   | B                  | 29.65          | 30.73          | 31.90          |
| 5               |   | A                  | 30.13          | 31.27          | 32.44          |
|                 |   | B                  | 30.73          | 31.90          | 33.09          |
| 6               | Court Liaison<br>Fleet Coordinator<br>Front Counter Clerk | A                  | 31.27          | 32.44          | 33.65          |
|                 |   | B                  | 31.90          | 33.09          | 34.32          |
| 7               | Records Quality Control Coordinator                       | A                  | 32.44          | 33.65          | 34.92          |
|                 |   | B                  | 33.09          | 34.32          | 35.62          |
| 8               | Victim Services Case Worker                               | A                  | 33.65          | 34.92          | 36.22          |
|                 |   | B                  | 34.32          | 35.62          | 36.94          |
| 9               | Disclosure Clerk<br>Exhibit Custodian                     | A                  | 34.92          | 36.22          | 37.58          |
|                 |   | B                  | 35.62          | 36.94          | 38.33          |
| 10              |   | A                  | 36.22          | 37.58          | 38.96          |
|                 |   | B                  | 36.94          | 38.33          | 39.74          |
| 11              |   | A                  | 37.58          | 38.96          | 40.46          |
|                 |   | B                  | 38.33          | 39.74          | 41.27          |

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2020 January 01  
 B = 2021 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> |
|-----------------|---|--------------------|----------------|----------------|----------------|
| 12              |   | A                  | 38.96          | 40.46          | 41.97          |
|                 |   | B                  | 39.74          | 41.27          | 42.81          |
| 13              | IT Specialist                             | A                  | 40.46          | 41.97          | 43.53          |
|                 |   | B                  | 41.27          | 42.81          | 44.40          |
| 14              | Victim Services Coordinator               | A                  | 41.97          | 43.53          | 45.19          |
|                 |   | B                  | 42.81          | 44.40          | 46.09          |
| 15              |   | A                  | 43.53          | 45.19          | 46.85          |
|                 |   | B                  | 44.40          | 46.09          | 47.79          |
| 16              |   | A                  | 45.19          | 46.85          | 48.64          |
|                 |   | B                  | 46.09          | 47.79          | 49.61          |
| 17              |   | A                  | 46.85          | 48.64          | 50.46          |
|                 |   | B                  | 47.79          | 49.61          | 51.47          |
| 18              |   | A                  | 48.64          | 50.46          | 52.36          |
|                 |   | B                  | 49.61          | 51.47          | 53.41          |
|                 | Court Services Clerk – Step 1, Pay Band 3 | A                  | 28.00          |                |                |
|                 |   | B                  | 28.56          |                |                |
|                 | Auxiliary Guard – Step 1, Pay Band 4      | A                  | 29.07          |                |                |
|                 |   | B                  | 29.65          |                |                |

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., seven (7) and thirty-five (35) or eight (8) and forty (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 seven (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 (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
- (2) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (3) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the employee's sixth (6<sup>th</sup>) day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth (6<sup>th</sup>) day, and two times (2X) for all hours worked on the employee's seventh (7<sup>th</sup>) day of work in that week; provided that if an employee works forty-four (44) hours in five (5) days, all work done on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days shall be paid at two times (2X) 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 one thousand two hundred (1,200) hours 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 (1) year.
- (e) Where pay ranges exist, eligibility for advancement from one (1) 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.
- (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 themselves 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 twelve percent (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 sixteen percent (16%) in lieu of twelve percent (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 five (5) days are credited.

Example:

An employee hired in 2007 is in the eleventh (11<sup>th</sup>) calendar year during 2017. The employee in 2017 will be credited with five (5) supplementary working days which may be taken at any time between 2017 and 2021, both years included. In 2022 the employee will be credited with a further five (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 2011 TO 2020 BY YEAR HIRED

| Year<br>Hired | ENTITLEMENT YEAR |      |      |      |      |      |      |      |      |      |
|---------------|------------------|------|------|------|------|------|------|------|------|------|
|               | 2012             | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| 2021          | --               | --   | --   | --   | --   | --   | --   | --   | --   | --   |
| 2020          | --               | --   | --   | --   | --   | --   | --   | --   | --   | 15/- |
| 2019          | --               | --   | --   | --   | --   | --   | --   | --   | 15/- | 15/- |
| 2018          | --               | --   | --   | --   | --   | --   | --   | 15/- | 15/- | 15/- |
| 2017          | --               | --   | --   | --   | --   | --   | 15/- | 15/- | 15/- | 15/- |
| 2016          | --               | --   | --   | --   | --   | 15/- | 15/- | 15/- | 15/- | 15/- |
| 2015          | --               | --   | --   | --   | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- |
| 2014          | --               | --   | --   | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- |
| 2013          | --               | --   | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- |
| 2012          | --               | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- |
| 2011          | 15/-             | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 |
| 2010          | 15/-             | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- |
| 2009          | 15/-             | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- |
| 2008          | 15/-             | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- |
| 2007          | 15/-             | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- |
| 2006          | 15/-             | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 |
| 2005          | 20/-             | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- |
| 2004          | 20/-             | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- |
| 2003          | 20/-             | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- |
| 2002          | 20/5             | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- |
| 2001          | 20/-             | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 |
| 2000          | 20/-             | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- |
| 1997          | 20/-             | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- |
| 1996          | 20/-             | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- |
| 1995          | 25/5             | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- |
| 1994          | 25/-             | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 |
| 1993          | 25/-             | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- |
| 1992          | 25/-             | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1991          | 25/-             | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1990          | 25/5             | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |
| 1989          | 25/-             | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 |
| 1988          | 25/-             | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- |
| 1987          | 30/-             | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1986          | 30/-             | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1985          | 30/5             | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |
| 1984          | 30/-             | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 |
| 1983          | 30/-             | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- |
| 1982          | 30/-             | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1981          | 30/-             | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1980          | 30/5             | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |

**LETTER OF UNDERSTANDING #1**

between the

**PORT MOODY POLICE DEPARTMENT**

(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825**

(hereinafter called "the Union")

**RE: HOURS OF WORK – IT SPECIALIST**

This Letter of Understanding is intended to provide a flexible work schedule for the employer and the employees to allow efficient and effective services with a flexible work schedule. The parties to this Letter of Understanding agree to hours of work consisting of the following:

1. Four (4) consecutive days per week, Monday through Friday, with three (3) consecutive days off (except when changing work-weeks). The work day will consist of eight (8) hours and forty-five (45) minutes per day (exclusive of a one (1) hour lunch break), between the hours of 6:00 a.m. and 10:00 p.m.
2. Employees covered above shall work a seventy (70) hour bi-weekly schedule mutually agreed to by the employee and their immediate non-union supervisor at straight time. Such work shall not exceed ten (10) hours in a day or five (5) days in a week. Where there is no agreement, a non-union supervisor shall establish the work schedule within the applicable hours of work described above.
3. Shift premium, as per Article 19 Section 2, shall apply only to the hours between 10:00 p.m. and 6:00 a.m.
4. Work schedules may be changes to accommodate statutory holidays, vacation, extended leaves and work priorities. A minimum of one (1) IT Specialist will be scheduled Monday through Friday.
5. To a maximum of four times per year, the Employer may change the days of work for a planned maintenance/project weekend shift. In such instances, the Employer will provide a notice period of two (2) weeks prior to the change in days of work.

- 6. The planned maintenance/project weekend shift will be a seven (7) hour shift; any time worked over seven (7) hours will be compensated in accordance with the Collective Agreement.

Signed on behalf of CUPE Local 825

SIGNED on behalf of the PORT MOODY POLICE BOARD

“Irene Jakse”

“David Fleugel”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

September 28, 2017

September 28, 2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed on behalf of the Human Resources Department

“Virgelene Rutherford”

\_\_\_\_\_  
Signature

September 28, 2017

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2**

between the

**PORT MOODY POLICE DEPARTMENT**

(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825**

(hereinafter called "the Union")

**RE: EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN**

The Union wishes to have their members added as a group to the City's LTD plan. It is understood that the terms of this plan may change from time to time and the City cannot guarantee elimination periods, the own occupation period or changes to the insurance plan itself.

The Employer and the Union do agree that, as the Plan exists now, the following terms and conditions shall apply to employees who have completed the qualifying period for benefits and are enrolled in the employee-funded Long Term Disability Plan.

1. Eligibility

Effective May 1, 2011, and commencing on the first of the month following completion of three (3) months of employment all regular full-time employees, regular part-time employees equal to or greater than twenty (20) hours/week and job share employees shall participate in the Long Term Disability Plan provided. The employee shall pay one hundred percent (100%) of the premiums of the Long Term Disability Insurance.

2. Status and Benefits Coverage During the LTD Waiting Period

An employee who does not have sufficient Sick Leave credits to cover the one hundred and nineteen (119) day LTD waiting period shall be deemed to be on an unpaid leave of absence for the remaining balance of the waiting period. Medical, Extended Health, Dental, and Group Life/ AD&D coverage shall continue for the first four (4) weeks of the unpaid leave in accordance with the cost-sharing arrangements agreed to in the Collective Agreement. The employee may elect to maintain their Medical, Extended Health, Dental, and Group Life/ AD&D benefits coverage following the four (4) week period by paying one hundred percent (100%) of the premiums. If the Group Life Plan includes a premium waiver, no premiums will be payable as long as that provision is in effect.

Employees shall not earn other benefits such as vacation pay, general holidays, and sick leave while in receipt of LTD benefits. Where an employee returns to regular employment, the time absent will be included in the calculation of the employee's seniority and eligibility for future vacation entitlement only.



3. LTD and Sick Leave are Exclusive

Where an employee is in receipt of Long Term Disability benefits the employee shall not have access to Sick Leave.

4. Union's Self-Administered Sick Leave Bank

Effective May 1, 2011 the Union's self-administered sick leave bank will be frozen and the provisions of Article 12 Section 5 for Inside employees, and Article 15 Section 4 for Outside employees, will no longer apply. In the event that this Letter of Understanding is cancelled, the hours accrued in the bank at March 31, 2011 will immediately be replenish to the self-administered sick leave bank will apply. Effective May 1, 2011 no further donations to this bank will be taken while this Agreement is in effect.

5. Pensionable Service

The Employer shall request and upon receiving approval from the Pension Corporation the period of Long Term Disability will be considered as pensionable service. The Employer will acknowledge this benefit coverage to the Municipal Pension Plan.

6. Back-filling for Those on LTD

When the employer elects to back-fill for an employee on LTD by posting a regular position and the employee on LTD is subsequently able to return to their posted position, the returning employee shall be reinstated into their previous position or a comparable position.

7. Medical Information Relating to Ability to Return to Work

In order to facilitate the earliest return to work, the Employer may require an employee to periodically provide Information relating to the employee's limitations, abilities and the time frames associated with a return to work. Such information may be required, in an acceptable form, from the employee's health care professional(s). Where the Employer or the Medical Consultants of the Employer require such information, it shall be at the Employer's expense.

8. Return to Work (Rehabilitation)

Where the Employer and the employee's physician determine it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee's skill, knowledge, ability and medical condition, and where mutually agreed between the Employer and the Union, posting and seniority requirements may be waived. Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

9. Termination of Employment

Nothing in this Letter restricts the employer's right to terminate an employee's employment if, as a result of the illness or injury, it is determined that the employment contract has been frustrated.

10. Amendments/Cancellation of the LTD Plan

Any changes to the one hundred and nineteen (119) day LTD waiting period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames. In the event that the LTD Plan is terminated, this Letter of Understanding will terminate on the same date. However, this Letter of Understanding will continue to apply to any employee who continues to receive LTD benefits after the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered termination of the Plan.

11. Disputes

In the event of a disputed claim arising between an employee and the carrier of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure.

12. Administration

The Employer will administer the plan and deduct the premiums bi-weekly from the employees.

Nothing in this Letter restricts the employer's right to change LTD insurance carriers. If the employer elects to change carriers, the employer or its new carrier will provide a quote to the Union for the cost of coverage of its members. If the Union wishes to continue to participate in the LTD Plan with the new carrier, this Letter of Understanding will remain in place. If the Union does not wish to do so, and chooses to cancel coverage, this Letter of Understanding will terminate upon the effective date of such cancellation.

Signed on behalf of the District of the City of  
Port Moody

“Gaetan Royer”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
May 19, 2011

\_\_\_\_\_  
Date

Signed on behalf of the Canadian Union of Public  
Employees, Local 825

“Maria Wahl”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
May 18, 2011

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #3**

between the

**PORT MOODY POLICE DEPARTMENT**

(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825**

(hereinafter called "the Union")

**RE: 5-5-4 SCHEDULE – PILOT PROJECT**

The parties have agreed to implement a pilot project from April 30, 2007 to October 31, 2007. This agreement is on a without prejudice basis and will not form part of the Collective Agreement.

This pilot project will not result in a direct cost of savings to the Employer.

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

**Definition**

A "5-5-4 schedule" (working 14 – 7 ½ hour days in a three week schedule with the 15<sup>th</sup> day off)

"Compressed hours" defined as extra ½ hour worked beyond an employee's regular 7 hours.

"Compressed day" accumulation of 7 hours for a full day off.

**Guidelines**

1. Banking of compressed hours will commence on April 2, 2007 with a scheduling of compressed days to begin after April 30, 2007. The pilot period will extend for six (6) months (to October 2007).
2. All CUPE Local 825 regular full-time employees working at the Port Moody Police Department shall work a 5-5-4 work schedule, except for the following positions:
  - Communication Center Operators; and
  - Budget Officer
3. All employees participating in this 5-5-4 pilot will be paid thirty five (35) hours weekly under this arrangement.
4. For those that have flexible hours under a separate letter of understanding, any agreement to participate in the 5-5-4 schedule will be between the Office Manager and the employee.

5. The 5-5-4 work schedule will be examined in the event of a new position is included in the bargaining unit and the operational impacts of this arrangement will be considered with CUPE Local 825 and may result in a revision to this Letter of Understanding.
6. Scheduling of the 5-5-4 work schedule will be the responsibility of Office Manager. The Office Manager will strive to schedule days off on a Monday or Friday, but it may be necessary in some cases to schedule days off on a Monday other than Monday or Friday depending on operational requirements.
7. Office Manager will be responsible for the documentation of both negative and positive impacts of the schedule related to staffing, overtime, service delivery and public reaction.
8. At the sole discretion of the Office Manager, due to volume of work, seasonal work requirements, vacation periods, and/or in the case of emergency or any other unplanned circumstances, employees may be called in and be required to work their scheduled “compressed” day for which they will receive another “compressed” day within the same or subsequent three (3) week period. This will not result in an overtime cost to the Port Moody Police Department, if operationally feasible.
9. It is expected that banked “compressed” days will be taken within the 5-5-4 work period. In the event that there are accumulated “compressed” hours at the end of the 5-5-4 schedule period, the prior approval of the Office Manager will be required to take the compressed time off during the next 5-5-4 work period.
10. Office Manager, retains the right to temporarily suspend the compressed work week schedule during an unexpected and unplanned operational requirement. If this temporary suspension is required, the Office Manager agrees to immediately or shortly thereafter notify the CUPE Union President with the rationale for the suspension and the expected duration of this suspension.
11. The additional one-half (½) hour regular time worked, above seven (7) hours, will be recorded in a compressed hours bank and compressed hours will be drawn from the bank based on an employee’s current rate of pay. In the event that due to an employee taking sick leave, WCB, statutory holidays or vacation time in a three-week period and there is insufficient “compressed” hours accumulated in the bank to provide a full seven (7) hour “compressed” day, employees will be allowed to defer their compressed day and reschedule it within the same or following 5-5-4 compressed cycle. Taking and “compressed” time may be declined by the employee, for the cycle provided the Office Manager has been advised of the employee’s wish to cancel. Alternatively, the scheduled compressed day may be taken with any deficit hours to be drawn first from an employee’s vacation credits, secondly from banked overtime or lastly will be processed as leave

of absence without pay for the deficit hours. Note: Deficit hours taken without pay are not eligible as pensionable service.

12. The maximum allowable “compressed” hours in an employee’s bank cannot exceed fourteen (14) hours. Maximum allowable banked hours per day will be one (1) hour. Maximum allowable banked hours per week will be four (4) hours.
13. The extra one-half (½) hour of “compressed” time may only be banked following a full seven (7) hour work day. Exceptions to this are Doctor/Dentist visits and Mourner’s Leave.
14. Any paid leave such as vacation, WCB, statutory holidays or sick leave taken during 5-5-4 periods will be based on a seven (7) hour day.
15. In the event of sickness begins on a pre-scheduled “compressed” day, no sick leave benefits will be paid.
16. An employee will not receive acting pay for acting in a senior capacity while backfilling as a result of the 5-5-4 schedule. Time worked while acting in a senior capacity under regular circumstances will be based on a seven (7) hour day.
17. For the purpose of overtime and shift differential, the regular work day will be considered to be seven and one-half (7 ½) hours.
18. No requests for re-classification will be accepted based on reasons connected to the 5-5-4 work schedule.
19. There will be no re-scheduling of regular “compressed” days in order to receive compensation for Police Department or City of Port Moody sponsored conference, seminar, or training. Any exception to this will be at the discretion of the Office Manager.
20. Neither CUPE Local 825 nor staff will make representation to the Port Moody Police Board or City of Port Moody Council nor will the Port Moody Police Department Senior Management Team make representation to staff concerning either continuation or cancellation of the compressed work week unless formal notice of cancellation has been received, or the letter of understanding has expired.
21. In the event that a future agreement is developed between the parties to extend this arrangement past year end, there will be no more than fourteen (14) hours carry over of any “compressed” hours. They must be taken as time off or otherwise lost.

- 22. In the event that a compressed work week schedule is extended beyond the pilot period as determined above, a further Letter of Understanding will be signed between the parties.
- 23. It is mutually agreed and understood that any adjustment required from a five (5) day week to a 5-5-4 work schedule will neither add any additional salary and benefits cost to the Port Moody Police Department nor result in any reduction in the salary and benefits received by individual employees.
- 24. Port Moody Police Department hours of operations will be 8:00 a.m. to 4:00 p.m. For the purposes of this pilot project, the Office Manager will allow the flex hours to be earned by having the Support Staff work either thirty (30) minutes before or after the Department’s hours of operation. This approval will hinge on service to the general public and our operational requirements.
- 25. The Port Moody Police Department and CUPE Local 825 retain the right to cancel the compressed work week schedule at any time, with a minimum of fifteen (15) working days written following June 1, 2007.

The parties agree to review the compressed work week 5-5-4 schedule at June 15, 2007 and August 17, 2007. The pilot may be extended by mutual agreement between the parties.

Signed on behalf of CUPE Local 825

SIGNED on behalf of the CITY OF PORT MOODY

“Maria Wahl”

“Sheldon Boles”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

April 3, 2007

April 3, 2007

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #4**

between the

**PORT MOODY POLICE DEPARTMENT**

(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825**

(hereinafter called "the Union")

**RE: EI PREMIUM RETURN**

The parties have agreed that the method of returning the employee's portion of the savings obtained through the EI premium reduction (5/12) will be through their payroll. This is considered taxable and insurable income.

Signed on behalf of CUPE Local 825

Signed on Behalf of the CITY OF PORT MOODY

"Maria Wahl"

"Angie Parnell"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
June 27, 2006

\_\_\_\_\_  
June 27, 2006

Date

Date