

**COLLECTIVE AGREEMENT**

**Between**

**THE VICTORIA POLICE BOARD**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

**JANUARY 1, 2021 – DECEMBER 31, 2021**

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**JOB EVALUATION PLAN (May 1997) (Updated July 2001)**

## COLLECTIVE AGREEMENT

**BETWEEN:**

**THE VICTORIA POLICE BOARD**

(hereinafter referred to as the "Employer")

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

(hereinafter referred to as the "Union")

**WHEREAS** the Police Board is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

**AND WHEREAS** the Union is a "Trade Union" within the meaning of said Code;

**AND WHEREAS** it is the desire of both Parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

**AND WHEREAS** the Parties have carried out collective bargaining and have reached agreement;

**NOW THEREFORE** the Parties agree with each other as follows:

### **ARTICLE 1, DEFINITIONS**

**1.01 Party**

Means either of the Parties signatory to this Agreement.

**1.02 Employee**

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the Parties.



**1.03 Bargaining Unit**

Means a unit certified November 1, 1951 and varied under section 142 of the Labour Relations Code by the Employer May 1, 2004 composed of employees except those employees sworn as police officers pursuant to the Police Act (Section 70) except those excluded by the Code, employed by the Employer.

**1.04 Regular Full-Time Employee**

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

**1.05 Regular Part-Time and Regular Seasonal Employee**

- (i) Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a regular full-time employee, yet at least one-half (½) the normal full-time work schedule per year.
- (ii) Regular part-time employees who are working an established schedule shall be offered, in order of seniority, additional available hours of work (which do not conflict with their existing schedule) over auxiliary employees provided such work is within their department, program area and job in which the employee presently works.

NOTE: It is understood that once an employee achieves regular part-time or regular seasonal employee status, a reduction in the work available in a following year shall not result in the loss of regular status.

**1.06 Auxiliary Employee**

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
  - (a) relief of a regular employee on vacation leave, sick leave, long-term disability of less than one (1) year duration, workers' compensation, compassionate leave, education leave or other leaves of less than one (1) year duration.
  - (b) relief of a regular employee on maternity leave, adoption and parental leave.

(c) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.

(d) work of an emergency nature.

(ii) Auxiliary employees include employees who work less than regular part-time employees.

### **1.07 Probationary Employee**

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 12.02 or Article 1.09 (ii) (h).

### **1.08 Regular Seasonal Employee/Regular Part-Time Entitlements**

Regular seasonal employees and regular part-time employees shall be covered by all provisions of the Collective Agreement that apply to regular full-time employees, except that:

- (i) Vacation and sick leave entitlements shall be advanced on January 1<sup>st</sup> based on hours actually worked in the previous twelve (12) months.
- (ii) By January 31<sup>st</sup> of each year, a calculation of hours actually worked during the previous year shall determine earned vacation and sick leave entitlements for the current year.
- (iii) Effective the date of conversion from auxiliary to regular seasonal or regular part-time status, vacation and sick leave entitlements shall be advanced on the basis of one (1) work day per month.
- (iv) Regular seasonals working full weekly hours shall receive statutory holiday entitlements as a regular full-time employee when working full weekly hours.
- (v) Regular part-time shall receive statutory holiday entitlements based on their regular part-time hours of work.

## **1.09 Auxiliary Employee Terms and Conditions of Employment**

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:
  - (a) The definition of an "auxiliary employee" as set out in Article 1.06.
  - (b) The provisions of Article 3 – Union Recognition and the provisions of Article 4 – No other Agreements/Representation and the provision of Article 5 – No Strikes or Lockouts.
  - (c) The Union Security and Check-off provisions set out at Article 6.01 – Union Membership, Article 6.02 – Union Dues, Article 6.03 – Dues Receipts and Article 6.04 (i) and (ii) of Union Notification.
  - (d) The provision of Article 7 – Human Rights.
  - (e) The receipt of a copy of the Collective Agreement as set out at Articles 8.01 and 8.02 (i). In addition, auxiliary employees hired to work in excess of three (3) continuous months shall be entitled to the provisions of Article 8.03 – Orientation.
  - (f) The provisions of the grievance and arbitration procedures of Article 11.
  - (g) Article 12.02 (ii), (iii), (iv) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 12.03.
  - (h) Auxiliary employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular employee.

For example: Auxiliary employees working a standard forty (40) hour work week would serve a probationary period of one thousand and forty (1040) hours and those employees working a standard thirty-five (35) hour work week would serve a probationary period of nine hundred and ten (910) hours.

When an auxiliary employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in an auxiliary capacity, the employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

- (i) The Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at Article 13.02, Factors Considered in Filling Posted Vacancies at Articles 13.04 (i), 13.04 (ii) 13.04 (iii), 13.04(iv), 13.04(v) and 13.04(viii)(f), Portability at Benefits of Article 13.05, and Disclosure of Documents of Article 13.06.
- (j) The Rest Break provision at Article 15.05 and the Reporting Pay provision at Article 15.06 and the Hours Between Shifts provision at Article 15.08.
- (k) The Overtime Definition provision of Article 16.01, the Overtime Rates of Articles 16.02 (i) and (ii), the Standby provision at Article 16.04, and the Call-Out provisions at Article 16.06.
- (l) An auxiliary employee employed in classifications listed in Schedule "A" shall be paid not less per hour than the equivalent of the established rate for the position. Article 18.01 Bi-Weekly Pay and Article 18.02 Schedule "A" shall apply to auxiliary employees.
- (m) In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive thirteen percent (13%) of their gross wage earnings (basic wages plus overtime). Effective January 1, 2016 in lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fourteen percent (14%) of their gross wage earnings (basic wages plus overtime).
- (n) The Shift Differential provision of Article 15.10 shall apply to auxiliary employees.
- (o) The provisions of Article 18.08 – Substitution Pay, shall apply to auxiliary employees.
- (p) The provisions of Article 18.05 – First Aid Allowance, and Article 18.06 – Training Pay Allowance shall apply to auxiliary employees.
- (q) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.

- (r) The provisions of Article 23, Job Evaluation shall apply to auxiliary employees.
- (s) The provisions of Article 24.01 – List of Union Officials and Article 24.02 – Leave for Union Business, and Article 26.03 – Leave for Full Time Union Duties shall apply to auxiliary employees.
- (t) An auxiliary employee shall receive the entitlements of Article 25.01, Jury and Court Witness Duty shall apply to auxiliary employees.
- (u) Leave entitlements of Article 26.04 (i) for courses, Article 26.05 – Leave to attend Union Meetings, Article 26.06 – Employer Meetings, Article 26.07 – Benefit Trust Leave, and Article 26.08 – Compassionate Leave shall apply to auxiliary employees.
- (v) The Article 27 Maternity, Parental and Adoption Leave provisions (except Article 27.05 (i) Benefits, Article 27.06 Supplementary Employment Insurance Benefits and Article 27.07, Seniority) shall apply to auxiliary employees.
- (w) Article 28.04 (iii) – Municipal Pension Plan.
- (x) All the provisions of Article 29 – Occupational Health and Safety and Article 30.02 – Gloves shall apply to auxiliary employees.
- (y) Provisions of Article 31 – Discipline and Employee Records shall apply to auxiliary employees.
- (z) Re-employment of Auxiliary Employees

The following shall set out the administrative guidelines applicable to the re-employment of auxiliary employees who have completed their probationary period.

1. Eligibility for re-employment will be confined to the department, program area and job category from which an employee is hired on the basis of total hours worked therein.
2. Normal job postings requirements related to re-employment will be waived where work assignments are greater than three (3) months.
3. Re-employment in a former department, program area and job category will not be applicable where an employee accepts employment in another department.

- (iii) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the position shall be added to their auxiliary hours upon return to their auxiliary status.

**1.10 Employee Definition**

Means an employee employed to perform the work in a position listed on "Schedule A".

**1.11 Plural or Feminine Terms**

Throughout this Agreement, wherever the masculine gender of singular number is used, it shall be construed as meaning the feminine gender or the plural number, or vice versa, as the context requires.

**ARTICLE 2, MANAGEMENT RIGHTS**

**2.01** The management and direction of employees shall be vested in the Employer.

**ARTICLE 3, UNION RECOGNITION**

**3.01** The Employer recognizes the Canadian Union of Public Employees, Local 50, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

**3.02** The Employer recognizes it is not the function of excluded employees to perform work which is performed by employees of the bargaining unit.

**3.03** The Union recognizes that excluded employees may perform work such as training, respond to an emergency, or work instruction.

**3.04** The Employer recognizes that the Union holds a certification of bargaining authority as per Article 1.03 as issued by the Labour Relations Board for a unit composed of employees except those employees sworn as police officers pursuant to the Police Act (Section 70) except those excluded by the Code, employed by the Employer. The Employer agrees that when work is assigned to such employees as listed in Schedule "A" that such assignment shall be made recognizing the foregoing Certification Order and any subsequent amendment(s) related thereto.

### **3.05 Community Based Projects**

- (i) The Union will be notified in writing of projects funded by the Employer to be carried out by community organizations, educational institutes or governments, which enhance the environment, quality of life or municipal property.
- (ii) In the event the Union considers the project would result in layoffs of bargaining unit employees the matter may be referred to the grievance procedure pursuant to this Collective Agreement.

## **ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION**

**4.01** No employee shall be required, or permitted, to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

**4.02** No employee, or group of employees, shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

## **ARTICLE 5, NO STRIKES OR LOCKOUTS**

**5.01** During the term of this Agreement there shall be no lockout by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C., and such employee shall be deemed to be on unpaid leave.

## **ARTICLE 6, UNION SECURITY AND CHECK-OFF**

### **6.01 Union Membership**

All present and future employees of the Employer shall remain in the employ of the Employer on the condition that they are members of the Union, or that they be acceptable by and acquire membership in the Union no later than five (5) days after completing one (1) month's continuous employment.

## **6.02 Union Dues**

The Employer shall each month deduct from each Union member and remit to the Union all Union dues, initiation fees and assessments levied in accordance with the Constitution and By-Laws of the Union. Union dues shall be deducted from the date of hire.

## **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

## **6.04 Union Notification**

- (i) The Union shall be notified of all dismissals, suspensions and discipline of employees, within two (2) working days of such dismissals, suspensions or discipline.
- (ii) The Union shall be notified of all hirings, change of employment status (including Article 12.05(iv)), all leaves in excess of three (3) calendar months pursuant to Articles 26.01, 26.02, 26.03 and 27, promotions and appointments pursuant to postings under Article 13.01, terminations, layoffs and recalls at the same time such written documents are issued to the affected regular employees by forwarding a copy to the Union. In addition the Union shall be provided with a copy of the notice of auxiliary appointment set out at Article 1.09 (i) and on a periodic basis the auxiliary authorization notices.
- (iii) It is understood that this provision shall not apply to regular employees affected by temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

## **6.05 Recovery of Debt of an Employee**

- (a) The Employer shall advise employees that upon their written request the Union shall be notified of any recovery of debt or overpayment to be undertaken by the Employer.



- (b) In the event an employee has received an overpayment of wages, benefits or sick leave entitlements, upon notice the employee will meet with the Employer to arrange a reasonable recovery of debt within ten (10) working days. The recovery shall be a minimum of five (5%) percent of gross bi-weekly earnings per pay period until such overpayment has been recovered in full.
- (c) In the event an employee has received an overpayment of vacation entitlements, the Employer shall reduce their annual vacation entitlement effective January 1<sup>st</sup> of the next year.

**6.06 Union Membership List**

From existing Employer records, an up-to-date membership list shall be provided to the Union every six (6) months. This list shall be in alphabetical order and include name, mailing address, postal code and phone number of all employees covered by this Collective Agreement. This information shall be provided to the Union in electronic format and is for Union business only.

**6.07 Bulletin Boards**

The Employer shall provide suitable bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

One secure (with lock) notice board will be placed where CUPE members work. The location of such notice boards will be noted in the Collective Agreement so CUPE members are aware of where Union information can be found.

These locations are:

Police Department Headquarters

Any other divisions (e.g. West Division)

Existing boards (without locks), with sections noted for Union information shall continue to be available. Arrangements for any additional boards shall be by mutual agreement.

## **ARTICLE 7, HUMAN RIGHTS**

### **7.01 Discrimination**

- (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (ii) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

### **7.02 Sexual Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (ii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 7.02 (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.
- (iii) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- (a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- (b) Sexual solicitation or advance or inappropriate touching and sexual assault.

- (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

### **7.03 Personal Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (ii) For the purposes of this Article:
  - (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
  - (b) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
  - (c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline.
- (iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

## **ARTICLE 8, NEW EMPLOYEES**

### **8.01 Printing the Agreement**

The Union and the Employer desire that every employee be familiar with the provision of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of this Agreement within thirty (30) days of its execution.

### **8.02 Copies of Agreement**

- (i) Upon commencing employment, all newly hired employees shall receive a link to the Collective Agreement and/or upon request a copy of this Agreement from the Employer.

- (ii) The Employer shall provide sufficient copies of the Collective Agreement to each work area for distribution to all employees in the bargaining unit.
- (iii) The Union and the Employer agree to print the Collective Agreement in booklet form and each party shall pay one-half (½) of the associated costs.

### **8.03 Orientation**

Upon commencement of employment, a newly hired employee shall be advised by the employee's immediate supervisor of the name and work location of the shop steward.

Should the employee be scheduled to attend an orientation session provided by the Employer for new employees, the Employer may set aside up to one-half (½) hour of such session for the Union to acquaint new employees to the duties, benefits, and obligations of membership and employment.

In the event no such session is available a Union representative shall be provided an opportunity to interview a new employee for fifteen (15) minutes.

## **ARTICLE 9, UNION-MANAGEMENT MEETINGS**

- 9.01** With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the Parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 11 shall not be discussed. Such meetings are to be held every two months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

## **ARTICLE 10, POLICE BOARD MINUTES AND CORRESPONDENCE**

- 10.01** Upon request, the Union will be placed as a recipient on the distribution list for the adopted minutes of regular Police Board meetings and the budget provided such information is made available to the public.
- 10.02** All correspondence between the Employer and Union arising out of this Agreement, or incidental thereto, shall be mailed to the Union office addressed to the President of the Union.

## **ARTICLE 11, GRIEVANCE PROCEDURE**

### **11.01 Definition**

For purposes of this Agreement, the term grievance shall mean any difference between the Parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

### **11.02 Procedure**

#### **(i) Step 1:**

- (a)** Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate supervisor, as designated by the Employer.
- (b)** If the employee so desires, a shop steward may be present during discussions at this step.
- (c)** At this stage the employee (or shop steward) shall clearly advise the supervisor that the matter to be discussed is considered a grievance.
- (d)** After this meeting the supervisor shall advise the employee, in writing, of his decision affecting their Step 1 discussion as to whether the matter is resolved or the grievance is denied. A copy of this correspondence shall be provided to the Union.
- (e)** The foregoing twenty (20) day limit shall not include the actual period that an employee cannot be in communication with the Union or the Employer as a result of that employee's absence from work on sick leave or vacation.

- (ii) (a) Step 2:** If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to his designated departmental representative, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within ten (10) working days of his receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer shall within ten (10) working days respond in writing to the grievance.

- (b) Where a dispute is initiated over a competition or discipline, such grievance shall be processed commencing at Step 2, provided the grievance is submitted within twenty (20) working days from the date the incident prompting the grievance comes to the attention of the grievor.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall occur between the senior representatives of the Union and the Management, within ten (10) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step. The Employer shall within ten (10) days respond in writing to the grievance.
- (iv) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within ten (10) working days of the last meeting provided at Step 3.

#### **11.03 Extension of Time Limits**

The Union and the Employer may by mutual agreement, in writing or otherwise, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

#### **11.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on discharge, Article 13.01 Posting and Filling of Vacancies, layoff or recall occurs, such grievances may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date the incident prompting the grievance comes to the attention of the grievor.

#### **11.05 Appointment of an Arbitration Board**

- (i) The Board of Arbitration shall consist of one (1) representative of the Employer, one (1) representative of the Union and an impartial Chairman chosen by these representatives.

- (ii) Upon the matter being referred to arbitration pursuant to Article 11.02 (iv), the Employer and the Union shall, within five (5) working days, each name its representative to the Arbitration Board. Within five (5) days after the last representative has been named, the representatives shall name an impartial Chairman. Should they fail to do so, they shall jointly request the Labour Relations Board to select a Chairman.
- (iii) By mutual agreement of the Parties a single arbitrator may be utilized in the place of the three person arbitration panel.

#### **11.06 Powers of Arbitration Board**

- (i) The decision of the Arbitration Board shall be the decision of the majority of its members, and shall be made within ten (10) working days of the naming of a Chairman, or such longer periods as may be allowed by mutual agreement of the Parties. The decision of the Board shall be final and binding.
- (ii) The Arbitration Board shall establish its own rules of procedure but shall give full opportunity to the Parties to present evidence and make representations, and to afford the opposing party adequate opportunity to cross-examine witnesses.

#### **11.07 Cost of Arbitration**

The expenses and compensation of the Chairman of the Arbitration Board and all expenses of the Board, as such, shall be borne by the Parties, by dividing the cost equally.

#### **11.08 Expedited Arbitration**

- (i) The Parties may, by mutual agreement, refer to this expedited arbitration process any outstanding grievance filed at arbitration.
- (ii) The Parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (iii) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).

- (iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (v) Notwithstanding (i) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 11.02. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (vi) All presentations shall be short and concise, and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (vii) The Parties shall equally share the costs of the fees and expenses of the arbitrator.
- (viii) Neither party shall appeal a decision of an expedited arbitration.
- (ix) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

#### **11.09 Deviation from the Grievance Procedure**

- (i) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and fourteen (14) days after initiating the written grievance, the grievance shall be considered to have been abandoned.
- (ii) A complaint filed pursuant to the Human Rights Code of BC is not included in (i) above.

### **ARTICLE 12, SENIORITY**

#### **12.01 Definition**

For purposes of this Agreement, seniority shall be defined as the length of an employee's employment from the date of last hire, in a regular position, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.



## **12.02 Probationary Period**

- (i) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason provided the employee has been given a bona fide trial period before termination.
- (ii) Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months' probation in the posted position.
- (iii) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.
- (iv) Auxiliary employees shall serve a probationary period as described in Article 1.09 (ii) (h) during which time the employee may be terminated if he is unsatisfactory for any work related reason provided the employee has been given a bona fide trial period before termination.

## **12.03 Auxiliary Employee Seniority**

Auxiliary employees who are appointed as regular employees shall have their cumulative hours of work as an auxiliary employee credited for purposes of regular seniority as follows:

- (i) Upon completion of the probationary period.
- (ii) Upon conversion from auxiliary to regular status.

Auxiliary employees on WorkSafeBC Benefits shall receive credit for those scheduled hours that have been compensated by WorkSafeBC.

It is understood that this clause applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

## **12.04 Seniority Lists**

- (i) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.

- (ii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 13, Posting and Filling of Vacancies. The Employer shall provide copies to the Union upon request.

#### **12.05 Loss of Seniority**

A regular employee shall lose seniority in the event:

- (i) The employee is terminated for cause and is not reinstated.
- (ii) The employee resigns.
- (iii) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 14.08 (ii), or fails to report on the date and time required when recalled.
- (iv) The employee elects in writing to change their employment status from that of a regular employee to that of an auxiliary employee.

#### **12.06 Transfer out of Bargaining Unit**

- (i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, he shall retain the right to return and upon returning, he shall bump into a position consistent with his previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 14.03, provided such position is not higher than his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- (ii) Employees transferred or promoted pursuant to this Article shall be appointed for a period of time not to exceed one (1) calendar year, unless extended by mutual agreement of the Union and the Employer.

## **ARTICLE 13, POSTING AND FILLING OF VACANCIES**

### **13.01 Posted Vacancies**

- (i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position (e.g. nature of position, pay rate or range, qualifications and experience required, etc.) and the successful candidate shall be appointed within sixty (60) days from the closing date of the posting.
- (ii) Temporary vacancies shall not be posted under this Article, save and except that temporary vacancies which the Employer anticipates will exceed three (3) months shall be posted. Temporary vacancies shall not exceed the time duration as posted and filled without mutual agreement between the Union and Employer.
- (iii) All posted or advertised vacancies shall include the following statement on the notice "This is a CUPE Local 50 position".
- (iv) A temporary vacancy caused by an employee being on long term disability may be filled by an auxiliary, regular part-time or regular seasonal employee, subject to conversion to regular status pursuant to Article 1.04 and 1.05 and 1.06(i)(a). The posting shall indicate that the term of the appointment is not known.

### **13.02 Applications by Auxiliary Employees**

- (i) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 13.04. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.
- (ii) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for the purposes of this Article.

### **13.03 Appraisal Period**

- (i) When a currently employed regular employee is selected to fill a vacancy posted under Article 13.01, the employee shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period the employee shall be returned to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) and pay rate without a loss in seniority in the following circumstances:
  - (a) Should the Employer consider the employee to be unsatisfactory or unable to perform the duties of the new position, or
  - (b) Should the employee desire to return. In this instance, the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) within the appraisal period of up to six (6) months provided their former position remains vacant and has not been permanently filled by a regular employee as a result of a competition.

Should the employee have been selected to fill an established position (occupied by a previous incumbent), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of three (3) months.

Should the employee have been selected to fill a newly created position (a position not previously filled by a regular employee), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of four (4) months.

Within five (5) work days of selecting an employee to fill a posted vacancy, the Employer may notify the Union in writing that the Employer will await the expiration of the time limits set out in (b) above before posting the successful candidate's old job and upon such notification Articles 13.01 (i) and (ii) shall not apply.

- (ii) Notwithstanding (i) above, a regular employee shall have their time previously worked in the same position credited towards the appraisal period in the posted vacancy, subject to a minimum of three (3) consecutive months appraisal in the posted position.

#### **13.04 Factors Considered in Filling Posted Vacancies**

(i) When filling a posted vacancy for a regular position or a temporary vacancy which the Employer anticipates will exceed three (3) months, the following factors shall receive consideration when filling such posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among such group having the greatest seniority shall receive preference.

(ii) Vacancies

For the purpose of filling a posted vacancy for all positions in Schedule "A" Article 13.04 (i) above shall apply.

(iii) Determination Subject to Grievance

All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

(iv) Onus of Proof

In any arbitration pursuant to Subjection (i) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.

(v) Achievement of Certification

A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if the employee is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition.

The employee shall compete for the vacancy on this basis and, if successful in winning the competition over other applicants on the basis of Subsection (i) or (ii) above, the employee shall be awarded the position contingent upon successful achievement of such certification with the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to their former position.

(vi) Relief Assignments

Within each section of each department and including all positions within the below designated pay groups the Supervisor shall maintain a list of regular employees willing to act in relief assignments predictably in excess of five (5) continuous work days yet of less than three (3) months' duration.

The designated Pay Groups for Schedule "A" are one through six.

In the event such an assignment becomes available the most senior employee shall be offered the work provided:

- (a) The senior employee possesses the qualifications, experience, skill and ability to do the work in question.
- (b) The employee being assigned to relieve is willing to do so.
- (c) The work assignment would not result in an operational deficiency of the work group that would have been performed by the employee who could receive the relief assignment.
- (d) There would be no subsequent requirements to have repetitive backfilling by senior relief assignments in the operation of the section.
- (e) The employee being offered the relief assignment shall not be on vacation or other leave of absence other than unanticipated sick leave during the assignment.
- (f) In the event that there are no regular employees available for a relief assignment according to the above provisions, then an auxiliary employee may be employed for such relief assignments.

### **13.05 Portability of Benefits**

An employee of the Employer who was employed outside the CUPE Local 50 bargaining unit immediately before being appointed to a position within the bargaining unit shall have that prior service with the City recognized for purposes of determining benefit entitlements based on length of service. Seniority is excluded from this clause. Previous sick leave accrued shall be carried forward into the CUPE Local 50 bargaining unit.

### **13.06 Disclosure of Documents**

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the Parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.

### **13.07 On the Job Training**

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within that work unit and/or department and/or section and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.
- (ii) Additional Employer considerations when selecting employees for training under this article shall be as follows in rank order:
  - (a) The present and future operating needs and efficiency of the department and/or work unit and/or section involved;
  - (b) The relationship between an eligible employee's current work and the training to be offered;
  - (c) The capabilities and past performance of the employees considered for training; and,
  - (d) Seniority.

- (iii) Training of a more general nature or of interest to a number of employees in a given work unit, department or section may also be offered by the Employer under this article. Such training shall always meet the basic criteria set out in the first sentence of subsection (i), with employees being selected for such training on the basis of subsection (ii).
- (iv) (Training under this article shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this article, "functional work units" shall be defined as smaller work units within a given department, which for purposes of training, are considered distinct for functional or operational reasons by the Employer.

## **ARTICLE 14, LAYOFFS, RECALL AND BUMPING**

### **14.01 Definition**

- (i) Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of either:
  - (a) The elimination of such position, or
  - (b) Any reduction in working hours for a regular full-time employee, or
  - (c) The permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or
  - (d) The reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.

### **14.02 Layoff Order**

- (i) Regular employees shall be laid off on the basis of classification and department designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and section, provided always that they have the required qualifications, experience, skill and ability to perform the work in question.

All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.



#### **14.03 Bumping Rights**

- (i) Within three (3) working days after being notified under Article 14.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-à-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of clauses (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity under this Article 14.03, shall result in the affected employee being laid-off and placed on the recall list:
  - (a) Firstly, an employee of lesser seniority occupying a position in the same pay grade, or failing that
  - (b) An employee of lesser seniority occupying a position in the next or each subsequent lower pay grade.
- (ii) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.

#### **14.04 Notice of Layoff**

- (i) The Employer shall provide written notice to regular employees, who do not bump a more junior employee in accordance with Article 14.03, and who, as a result, are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff.

Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

- (ii) The Union shall be notified of all layoffs under this Article.
- (iii) Notice under this Article shall not apply to temporary layoffs. A layoff not exceeding thirteen (13) weeks being defined as temporary.

#### **14.05 Appraisal Period**

- (i) A regular employee who bumps a more junior employee in accordance with Article 14.03, or who is recalled to employment in accordance with Article 14.08 (ii), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, he shall be laid-off and placed on the recall list.
- (ii) In no event, shall any employee be permitted to bump a second time as a result of the same layoff.

#### **14.06 Severance Pay**

Within the three (3) working days of being notified of layoff under Article 14.04, and as an alternative to either bumping a more junior employee in accordance with Article 14.03, or working the notice period, being laid-off and placed on the recall list, the affected regular employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and, by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article 14.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

#### **14.07 Recall List**

Regular employees laid off under this Article 14, and not bumping a more junior employee in accordance with Article 14.03, and not electing to take severance pay in accordance with Article 14.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

#### **14.08 Recall Rights**

- (i) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 13.01. Laid-off regular employees on the recall list who do not apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 13.04.

- (ii) If the regular vacancy is not filled under clause (i) above, and in accordance with Article 14.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (iii) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.
- (iv) Notwithstanding Article 14.08 (i) and (ii), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 14.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two or more such employees seek recall to the same vacancy.

#### **14.09 Recall Procedures**

- (i) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Human Resources Department. When filling regular vacancies under Article 14.08 (ii), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee's current postal address.

Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to clause (iv) below, lose all rights to recall.

- (ii) The date and time to report may be extended by a maximum of ten (10) working days, upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.

- (iii) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.
- (iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

#### **14.10 Status While on Recall List**

During this twelve (12) month period on the recall list, laid-off employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which had existed at the time of the layoff.

#### **14.11 Temporary Layoffs or Work Stoppages**

- (i) This Article 14 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from inclement weather or other causes reasonably beyond the control of the Employer.
- (ii) There shall be no overtime worked by any employee in excess of one (1) hour per shift in any operation affected by this Article 14.11 while there are available regular full-time employees on temporary layoff as a result of inclement weather, having the qualifications, experience, skill and ability to perform the work in question.

### **ARTICLE 15, HOURS OF WORK**

#### **15.01 Work Day**

The normal regular full-time work-day shall consist of seven (7) hours of work, exclusive of meal breaks.

#### **15.02 Work-Week**

The normal regular full-time work-week shall consist of five (5) days Monday to Friday inclusive.

### **15.03 Variance in Working Times**

Articles 15.01 and 15.02 notwithstanding, for more efficient performance of certain parts of the Police Department's work, positions of a special nature may be established by the Employer. Where employees are working a normal or abnormal work-week, irregular hours or shift work, and the work-day is seven (7) hours or less, they will be granted pay for the extended hours as per the Collective Agreement.

**15.04** For the purposes of the foregoing and Article 16, a work-day shall commence at 7:00 a.m. one day and end at 7:00 a.m. on the succeeding day; the work-week shall commence at 7:00 a.m. Monday and end at 7:00 a.m. on the following Monday.

### **15.05 Rest Breaks**

- (i) Each full-time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.
- (ii) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.
- (iii) An employee working a ten (10) hour, eleven (11) hour, or a twelve (12) hour shift shall be entitled to a total of forty-five (45) minutes of paid rest breaks to be scheduled to meet operational requirements. Such breaks shall not be scheduled at the start or end of their shift.

### **15.06 Reporting Pay**

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two (2) hours work at the regular rate.
- (ii) An employee reporting for and commencing work on a regularly scheduled full-time workday or shift, shall be paid not less than four (4) hours at the regular rate, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.
- (iii) On any day that an auxiliary employee commences work, the employee shall be paid a minimum of two (2) hours at the regular rate.

### **15.07 Staggered Hours**

- (i) Staggered hours of work may be implemented for specifically predetermined periods of time in various departments, sub-departments or work groups, following consultation with the Union and approval by the Employer.
- (ii) For purposes of the above, staggered work hours means the commencement/conclusion of the normal number of daily work hours, either earlier or later than the normal commencement/conclusion times.

### **15.08 Hours Between Shifts**

The Employer shall ensure that each employee has at least eight (8) consecutive hours free from work between each scheduled shift.

### **15.09 Modified Work Weeks**

Where there is mutual agreement between the Union and the Employer a modified work week may be implemented in a Department or Section pursuant to the following:

- (i) Participation in the modified work week shall apply only to regular full-time employees and shall be on a voluntary basis.
- (ii) Subject to the approval of the Department Head work schedules may be modified and shall be set out in writing and shall provide for nine (9) days of work during each bi-weekly period.
- (iii) Each employee shall work seventy (70) hours between the hours of 7:00 a.m. and 6:00 p.m. during the nine (9) days referred to in Section (ii). Hours of work shall be the same each day.
- (iv) There shall be twenty-five (25) flex-days within a calendar year.
- (v) A sick day, vacation day or other paid leave of absence and statutory holidays shall be compensated equivalent to hours shown on the schedule and deducted from the employee's entitlement.
- (vi) The flex day shall be a day of rest and shall be shown on the schedule with the word "off".

- (vii) In an unforeseen circumstance that requires urgent action, the Employer may request an employee to work on the scheduled flex-day provided another day off is granted within the following bi-weekly period. In other circumstances such work shall be paid at overtime rates as specified in the Collective Agreement.
- (viii) A modified work week schedule shall operate expressly by mutual agreement and may be cancelled where reasonable grounds exist at any time by the Union or Employer upon four weeks written notice.

#### **15.10 Shift Differential**

- (i) Employees shall be paid a shift differential as follows:

For each hour worked between 1600 and 2400 hours – seventy-five cents (75¢) per hour.

For each hour worked between 2400 and 0800. – eighty-five (85¢) per hour.

- (ii) Shift differential is not to be included in overtime calculations or to be applied to employees working predominately the day shift on modified work week arrangements.

### **ARTICLE 16, OVERTIME**

#### **16.01 Definition**

Except as otherwise designated in Schedules A Article 15.09 (Modified Work Week) or by mutual agreement of the Parties, all hours that an employee is authorized or required to work in excess of seven (7) hours in any one (1) day or shift or in excess of thirty-five hours in any work-week shall be considered overtime and paid at the rates established below.

#### **16.02 Overtime Rates**

- (i) The overtime rate shall be one and one-half times (1½x) the regular rate for the first three (3) hours of overtime worked, and two times (2x) thereafter. The overtime rate for all overtime work performed after 12:00 noon on a Saturday, for overtime work performed after 12:00 midnight on any day and for overtime work performed on a Sunday shall be two times (2x) the regular rate. Overtime rates shall be calculated on regular classification rates, shift differential excluded.

- (ii) In the event an employee has completed five consecutive days of work, and is assigned another work week without any days of rest, the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day at work shall be at double time (2x) rather than straight time.

#### **16.03 Time-Off in Lieu of Overtime**

The Employer shall give reasonable consideration to requests from regular employees working overtime that compensation be in the form of time-off rather than salary, subject to the maintenance of efficient services and operations, and the Employer and the employee and his department head arriving at mutually satisfactory arrangements for such time-off.

#### **16.04 Standby**

- (i) Standby time shall be defined as a scheduled period of time outside of an employee's normal work-day/shift, when that employee is required to remain available for duty on an on-call basis.
- (ii) For each full week that a regular employee is designated by the Employer to be on standby duty, the employee shall receive the amount of one hundred and fifty dollars (\$150.00). For periods served of less than one (1) full week, a pro-rated reduction to the time not served shall be made.
- (iii) Any employee(s) required to carry and respond to communication devices, such as but not limited to, cell phones, pagers or mobile radios outside their regular work schedule shall be deemed to be on standby for the purposes of this Article.

#### **16.05 Work on a Statutory Holiday**

The rate to be paid for all hours worked by regular employees on statutory holidays, shall be two (2) times such employee's classification rate. This rate shall be paid in addition to the normal pay the employee would receive for that day had he not worked.

#### **16.06 Call-Out**

- (i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.



- (ii) Employees answering to call out duty shall be paid three (3) hours at the overtime rate as provided in Article 16.02, or, time worked plus (+) travel at the overtime rate, whichever is greater, except that where more than one (1) call out is required of the same employee during any period of eight (8) consecutive hours, the employee shall be paid at the rate of one and one-half times (1½x) the regular rate for all time worked, including travel, for the second and subsequent call-outs.
- (iii) Any employee called out during off duty hours to turn on the water at a residence/business shall be paid as per Article 16.06 (ii).

## **ARTICLE 17, INDEMNIFICATION**

The Employer shall ensure that civilian employees in the proper performance of their duties are not held liable for loss resulting from an honest mistake, error in judgment, or other acts of good faith, subject to the following:

- (i) Employees intending to apply for indemnification must notify the Chief of Police (or his designate) in writing within five (5) days of receiving formal notification of legal action.
- (ii) The Employer shall indemnify employees for reasonable fees for a two (2) hour consultation by the employee with a lawyer, where a claim or threat of legal action has been made against them arising out of the good faith performance of his or her duties.
- (iii) Should the employee consider the legal action so serious as to warrant more than two (2) hours of legal advice, the employee may seek agreement from the Employer to indemnify for the cost of further service. The Employer will reasonably consider such a request.
- (iv) For the purposes of this Article, reasonable legal costs shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees as determined and amended from time to time by the Employer or such other amount as may be agreed upon by the Employer and the counsel for the employee in advance of legal fees being incurred.

- (v) The provisions of this Article shall not apply:
  - (a) in respect of any claims resulting from the gross negligence of the employee;
  - (b) or in relation to any action that arises as the direct cause of the employee willfully acting contrary to the terms and duties of his or her employment or where the employee undertakes an activity for their own purposes;
  - (c) or for legal costs arising from grievances under the Collective Agreement;
  - (d) or disciplinary action under labour relations common law.
- (vi) If a civilian employee is named as a defendant in a civil action for damages arising from acts done in good faith in the performance of the employee's duties as a civilian employee of the Victoria Police Department, legal counsel shall be determined by the Employer.
- (vii) Should more than one civilian employee be named in the same legal action, the Employer shall determine the purpose and number of legal counsel to be retained to represent the employees.
- (viii) All necessary and reasonable legal costs and damages shall be borne by the Employer, provided that the Employer is given full authority on the conduct of the action, including authority to settle the action at any time.
- (ix) If it is proven that the employee did not act in good faith in the performance of his duties, the employee will indemnify the Employer for the amount paid by the Employer pursuant to clauses (ii) and (iii) of this Article.
- (x) Nothing in this Article shall be interpreted as limiting the Chief of Police's or the Employer's ability to discipline any civilian member of the department.

## **ARTICLE 18, WAGES AND ALLOWANCES**

### **18.01 Bi-Weekly Pay**

- (i) Regular pay-days shall be every second Friday.
- (ii) All current up to date vacation, sick leave and banked overtime entitlements will be included with/on each pay stub.

### **18.02 Schedule "A" and Inactive Positions**

- (i) Schedule "A" and Inactive Positions sets forth the classifications, and related wage rates, which Schedule is attached to and forms part of this Agreement.
- (ii) Schedule "A" and Inactive Positions shall apply to all employees coming within the terms of this Agreement.

### **18.03 Service Pay**

All regular employees shall be granted service pay in the amount of ten cents (10¢) per calendar day for each five (5) years of continuous service completed. After the first five (5) years of service, ten cents (10¢); after five (5) further years of service, an additional ten cents (10¢); and a like increase for each additional five (5) years of service completed.

### **18.04 Dirty Pay**

#### **(i) Premium**

A premium of one-quarter ( $\frac{1}{4}$ ) time in addition to an employee's regular rate of pay shall be paid to an employee working in conditions described in clause (iii) below.

#### **(ii) Minimum Payment**

An employee shall receive a minimum payment of not less than one-half ( $\frac{1}{2}$ ) hour of dirty pay premium for working in conditions described in clause (iii) below.

#### **(iii) Conditions**

The premium shall apply at the discretion of a Director of a Department, or his designate, when an employee is directed to clean up excrement/faecal matter (human or otherwise), or any bodily fluids (blood, vomit, urine, etc.), diapers, or obnoxious bio-hazards (hypodermic needles, etc.).

(iv) Cleaning Jail Cells

In lieu of the premium set out above, Building Service Workers required to clean jail cells shall be paid one (1) hour per day at time and one-quarter (1 ¼). In the event that a major clean up beyond one hour (e.g. jail cell) is required the employee shall be paid the premium of one-quarter (¼) time in addition to the employee's regular rate of pay for the actual hours worked.

**18.05 First Aid Allowance**

An employee required to possess an Occupational First Aid Certificate and when designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance:

Level 1 Occupational First Aid Certificate – Twenty-five cents (\$0.25) per hour.

Level 2 Occupational First Aid Certificate – sixty-five dollars (\$65.00) bi-weekly.

Level 3 Occupational First Aid Certificate – seventy-five dollars (\$75.00) bi-weekly.

The cost of certification and re-certification and paid time off work to attain such shall be borne by the Employer for those regular employees required to hold a valid Level 2 or Level 3 Occupational First Aid Certificate.

**18.06 Training Pay Allowance**

- (i) At the discretion of each Department Head (or their designate) the Employer shall pay for each hour so designated a training pay allowance equal to one pay grade higher than an employee's regular rate, who, in addition to his/her own duties is requested to train another employee in a specific task or duty. This training pay allowance is for those employees that would not normally be required to train other employees.
- (ii) For the purpose of this Article, training shall not include work instruction or direction by supervisors or orientation of employees in the normal course of work.

### **18.07 Retirement**

- (i) The Employer shall pay to an employee who retires after having reached the minimum retirement age set out in the Municipal Pension Plan of British Columbia a sum of money equal to one (1) calendar month's basic salary at the rate applicable to the employee at the time of retirement.
- (ii) An employee will provide a minimum of one (1) months notice of retirement.

### **18.08 Substitution Pay**

- (i) When appointed by the Employer to perform the full duties of a higher paid position, employees shall receive the higher rated pay of the position to which the employee has been temporarily assigned.
- (ii) Where the duties of the position are shared, the combined substitution pay shall not be greater than the cost of one person substituting.
- (iii) Substitution pay is not payable when an employee has not been designated by the Employer to substitute. Approval to substitute may be granted retroactively where appropriate.

### **18.09 Professional Association Dues**

Regular employees who have passed their probationary period who are required by the Employer to maintain membership in a professional association as a condition of their employment or to hold and maintain accreditation or permits shall be reimbursed such costs upon presentation of proof of payment.

### **18.10 Educational Fund**

- (i) Funding is available through the Civilian Training and Education budget to financially assist civilian members of the department who are interested in furthering their education by enrolling in approved courses at accredited educational institutions.
- (ii) An approved course will be officially classified as such when, in the opinion of the Employer, the Police Department will materially benefit from the course, and such benefit will be derived within a reasonable time period.
- (iii) Applications for financial assistance will be received from regular civilian members of the department having satisfactorily completed the probationary period.

- (iv) Civilian members wishing to take advantage of this fund will, prior to enrolment in any course, make application in writing in June and December of the current year, to Human Resources together with relevant documents. The Employer will rule on the acceptability of the course, the civilian members' enrolment, and the provision of financial assistance.
- (v) Tuition fees will be paid in the first instance by the civilian member. With respect to courses involving a final examination, the Employer will reimburse the civilian member for the tuition fees, or a portion of the fees, upon the member submitting evidence that he or she has successfully completed the course. With respect to courses not involving a final examination, the Employer will reimburse the member for his or her tuition fees, or a portion of the fees, upon the member producing written proof from the Course Administrator certifying a minimum of eighty percent (80%) attendance, and a satisfactory completion of such course.
- (vi) Applications for reimbursement of tuition fees shall be submitted to Human Resources, accompanied by receipts and statements of marks attained, or a letter from the Course Administrator as required above. Applications for reimbursement must be submitted within the year of completion and prior to year end.
- (vii) Civilian members who are financially assisted by this fund are expected to remain in the service of the department for five (5) years following completion of any approved course. Tuition fees paid by the Employer may be recovered if a member resigns, or is discharged from the department, within five (5) years of completion of such course.
- (viii) The Union shall be afforded the opportunity of meeting with the Chief of Police, or designate, for the purpose of communicating the views of the Union with respect to the operation of the fund.

## **ARTICLE 19, ANNUAL VACATIONS**

### **19.01 Entitlement**

Paid annual vacations for regular employees shall be as follows:

- (i) Regular employees leaving the service of the Employer in less than twelve (12) working months from their date of appointment, shall be granted six percent (6%) vacation pay from their commencement of continuous service to their termination date.

- (ii) During the first twelve (12) months of service: vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.
- (iii) Where a regular employee has completed one (1) year or more of continuous service, he shall be entitled to the following:
  - (a) After the first (1st) year of service and up to the end of the fourth (4th) year of service - fifteen (15) days' vacation per annum.
  - (b) After the fourth (4th) year of service and up to the end of the eighth (8th) year of service - eighteen (18) days' vacation per annum.
  - (c) After the eighth (8th) year of service and up to the end of the sixteenth (16th) year of service - twenty-three (23) days' vacation per annum.
  - (d) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service - twenty-eight (28) days' vacation per annum.
  - (e) During the twenty-fifth (25th) year of service and up to the end of the twenty-ninth (29th) year of service – thirty (30) days' vacation per annum.
  - (f) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days' vacation per annum.

#### **19.02 Vacation Scheduling and Accrual**

Vacation shall be granted by the department head when the employee can best be relieved from his duties and his duties fulfilled by other employees. Annual vacation granted in accordance with the above schedule are to be considered to have been taken each year, unless written approval is received from the Department Head by December 1st in any calendar year for accrual of the whole or part thereof.

### **19.03 Termination of Employment**

Regular employees who leave the service of the Employer after completing twelve (12) consecutive months of employment shall receive vacation, or pay in lieu thereof, for any proportional vacation earned prior to their termination date, on the basis of one-twelfth (1/12th) of their vacation entitlement for each month, or portion of a month greater than one-half, worked from their anniversary date to their date of termination; provided that:

- (i) "Calendar year" for purposes of this Article 19 shall mean the twelve (12) month period January 1st to December 31st inclusive.
- (ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

### **19.04 Long Service Special Vacation**

In addition to annual vacation, as defined in Article 19.01, where a regular employee has served continuously for a period of thirty (30) years, they shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service.

## **ARTICLE 20, STATUTORY HOLIDAYS**

### **20.01 Entitlement**

- (i) The following shall be paid statutory holidays for regular employees:

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

Plus (+) all general holidays proclaimed by the City of Victoria, the Province of British Columbia or the Government of Canada.



- (ii) No deduction in the wages or salaries of any regular employee shall be made on account of the above statutory holidays.

#### **20.02 Statutory Holiday Falling During Annual Vacation**

When a statutory holiday falls and is celebrated during a regular employee's annual vacation period or the long service special vacation established in Article 19.04, the employee shall be granted another day-off with pay in lieu, at a time mutually agreeable to the employee and his department head.

#### **20.03 Statutory Holiday Falling on a Rest-Day**

When a statutory holiday falls and is celebrated on a regular employee's scheduled rest-day, the employee shall receive another day-off with pay in lieu, at a time mutually agreeable to the employee and his department head.

#### **20.04 Work on a Lieu Day**

A regular employee who works on a lieu day designated for the employee pursuant to Article 20.03 shall be paid in accordance with Article 16.02.

### **ARTICLE 21, SICK LEAVE**

#### **21.01 Definition**

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 21.02 because the employee is ill or disabled for reasons not covered by WorkSafeBC and, as a result, is unable to attend work.

#### **21.02 Entitlement**

Regular employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 21.04.

- (i) During the first twelve (12) months of service: one (1) day for each completed month of service.
- (ii) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (iii) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.

- (iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (v) The yearly sick-leave entitlements set-out in clauses (ii) through (iv) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

#### **21.03 Proof of Illness**

- (i) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- (ii) Where the Employer requires a medical report during an examination of the "duty to accommodate", the Employer shall pay the doctor directly.

#### **21.04 Sick Leave Accrual**

The unused sick leave entitlement shall accrue and be available to employees as provided in Article 22.01 at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds percent (66 2/3%) from the sixth (6<sup>th</sup>) year to and including the fifteenth (15<sup>th</sup>) year of employment, but in the sixteenth (16<sup>th</sup>) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowance to one employee shall be one hundred and thirty (130) days.

#### **21.05 Sick Leave Payout**

No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

#### **21.06 Subrogation**

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 21 (Sick Leave) up to the amount of:

- (i) Benefits received from the Employer as sick leave under Article 21 (Sick Leave), or

- (ii) Benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.
- (iii) It is understood that this provision is not intended to affect a private insurance program carried by an employee.
- (iv) The sick leave shall be restored to the amount of reimbursement remitted by the employee in the order withdrawn from their sick leave bank(s).

#### **21.07 Sick Leave During Vacation**

Where an employee qualifies for sick leave due to illness or injury during the period of vacation time, sick leave shall displace vacation leave. An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written medical verification of such illness or injury and hospitalization or confinement must be provided to the Employer in order for the employee to be eligible for sick leave benefits.

#### **21.08 Personal, Emergency and Family Leave**

- (i) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of three (3) paid work days to be deducted from their accumulated sick leave bank (Article 21.04) for the purposes of personal, emergency and family leave. Effective January 1, 2012 a regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of four (4) paid work days to be deducted from their accumulated sick leave bank (Article 21.04) for the purposes of personal, emergency and family leave.
- (ii) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank.
- (iii) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (iv) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

## **ARTICLE 22, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

- 22.01** Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed six (6) consecutive months.
- 22.02** Regular employees shall not earn vacation, sick leave and statutory holidays while they are on:
- (i) Paid sick leave longer than six (6) consecutive months.
  - (ii) Long Term Disability Plan.
  - (iii) Unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the Employment Standards Act).
  - (iv) WorkSafeBC compensation in excess of ninety (90) consecutive days.

## **ARTICLE 23, JOB EVALUATION**

### **23.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and these shall be the recognized job descriptions subject to the provisions of this Article.

- (i) When the Employer creates a new position, a new job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be used for posting by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Such position will be subject to a six month review per Article 23.03 (i).
- (ii) When a position changes sufficiently to warrant a revised job description, the revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Article 23.05 shall apply.

### **23.02 Employee Requested Pay Reviews**

When an employee feels that the work of their position has sufficiently changed to warrant a pay review, the employee involved may request a review of their rate of pay for such position which shall be made in writing to the Employer. Where the Union and Employer agree there has been a substantial change, the position in question shall be evaluated by the Employer under the terms of the Job Evaluation Plan. The employee and the supervisor shall update the job evaluation questionnaire prior to the Employer rating the job. Where a final rate of pay is higher than the employee's regular rate of pay, the difference shall be paid retroactively to the date the employee first requested the pay review. Where the final rate of pay is lower than the employee's regular rate of pay, Article 23.09 shall apply.

Pay reviews shall be completed by the Employer within ninety (90) days of the employee making a request. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

### **23.03 Employer Initiated Reviews**

- (i) When the Employer creates a new position, a new job description shall be forwarded to the Union in accordance with Article 23.01. The Employer shall determine an interim rate of pay for the position in question. A posting to fill the vacancy shall indicate the position is "under review". Six (6) months after the new position was first filled by an employee, the Employer shall evaluate the position under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where the final rate of pay is higher than the interim rate of pay, the difference shall be paid retroactively to the date of the employee's appointment to the position. Where the final rate of pay is lower than the employee's regular rate of pay, Article 23.09 shall apply.

Six (6) months after the new position was first filled by an employee, the Employer shall complete the review within ninety (90) days. Failure to complete the review within ninety (90) days shall render the review abandoned. The Employer shall send the results to the Union along with a copy of the request, job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

- (ii) When the Employer changes the work of an existing position in Schedule "A", the Employer shall forward a revised job description to the Union in accordance with Article 23.01. A posting to fill the vacancy shall indicate the position is "under review". The Employer shall evaluate the position under the terms of the Job Evaluation Plan. Where the final rate of pay is higher than the interim rate of pay, such difference shall be paid retroactively to the date of the change of work of the position. Where the final rate of pay is lower than the employee's regular rate of pay, Article 23.09 shall apply.
- (iii) Pursuant to (ii) above, the Employer initiated review shall be completed within ninety (90) days of the changes made to an existing position. Failure to complete the review within ninety (90) days shall render the review abandoned. The Employer shall send the results to the Union along with a copy of the request, job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

#### **23.04 Disclosure to the Union**

When the Employer forwards a new or revised job description to the Union, the Employer shall forward a copy of the employee questionnaire, rating sheets and other documentation it used in order to rate the position under the job evaluation plan.

#### **23.05 Dispute Resolution**

Within thirty (30) days of receipt of a new or revised job description and/or the Employer's rating of a position pursuant to this Article, the Union may reply, in writing, that it disagrees with the job description and/or the rating.

Failure by the Union to file its disagreement with the Employer within the thirty (30) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled within twenty (20) working days with up to three (3) representatives from each party to discuss the differences and attempt to reach agreement. If the Parties are unable to reach agreement over a job description and/or a rating then the dispute shall be defined and referred to a single arbitrator pursuant to Article 11.08, Expedited Arbitration, except that (v) shall not apply. Up to three (3) Union representatives shall be granted leave of absence without loss of pay when involved in this dispute resolution process.

### **23.06 Implementation of Results**

The results of a matter processed pursuant to this Article, shall not be implemented nor conveyed to an affected employee until the matter is considered concluded pursuant to this Article.

### **23.07 Job Evaluation Plan Part of Collective Agreement**

The Joint Gender Neutral Weighted Point Job Evaluation Plan including the questionnaire, as agreed between the Employer and the Union, forms part of this Collective Agreement as an Appendix.

### **23.08 Positions to be Posted**

- (i) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.
- (ii) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this Collective Agreement.

### **23.09 Salary Protection**

- (i) Employees identified by name and job title and those whose positions are under review prior to the date of ratification, shall maintain their existing rate of pay (as of December 31, 2000) and shall receive all general wage increases for the duration of the current Collective Agreement while such employee remains in their current position.
- (ii) An employee, whose position has been re-evaluated downward as a result of an application for evaluation received after July 6, 2001, to a pay grade below that pay grade presently received by the employee, shall be "blue-circled". Such employee shall also be advised of their bumping rights pursuant to Article 14.01(i)(d).
- (iii) For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty-percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received by the employee.

## **ARTICLE 24, LEAVE OF ABSENCE FOR UNION OFFICIALS**

### **24.01 List of Union Officials**

The Union shall submit to the Employer, within fourteen (14) days following their appointment, a list of the official representatives of the Union together with a list of the officers and shop stewards.

### **24.02 Leave For Union Business**

- (i) Time off with pay shall be granted to official representatives of the Union, upon application to the Chief of Police, when it becomes necessary to transact business in connection with matters affecting both Parties to this Agreement; and without limiting the generality, shall include Union-Management meetings, grievance meetings and arbitration hearings. The official representatives of the Union granted time off with pay under this Article shall be limited to three (3) in number. For purposes of collective bargaining the official representatives granted time off with pay shall be limited to four (4) in number.
- (ii) Time off without pay may be granted to representatives of the Union upon written reasonable notice to the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union or to attend Union education courses or conventions. The Employer will give full consideration as to whether or not the requested time off will be granted.

## **ARTICLE 25, JURY AND COURT WITNESS DUTY**

**25.01** The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between his normal earnings and the payment he receives for jury service or court witness duty. The employee will present proof of service and the amount of payment received.

## **ARTICLE 26, LEAVE OF ABSENCE**

**26.01** (i) Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the department head and the Chief of Police, shall not be a reason for loss in seniority. Continuation of all or a portion of the employee's benefits shall be determined in writing, prior to the granting of leaves of absence for this purpose.



- (ii) The Employer shall give reasonable consideration to requests for other leaves of absence without pay. Benefit coverage shall be according to Articles 22.02 and 28.06.

## **26.02 Public Office Leave**

- (i) The Employer shall grant unpaid leave of absence without loss of seniority so that an employee may stand as a candidate for a federal, provincial or municipal elective public office up to and including eight (8) weeks provided written notice is given to the Employer a minimum of two (2) weeks in advance of the effective date of the leave.
- (ii) An employee elected to a full-time public office shall be granted unpaid leave of absence for their term of office provided that the public office leave of absence shall not exceed two (2) consecutive terms in elected office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iii) An employee elected or appointed to a public office, which is not of a full-time nature, may be granted time off work without pay subject to:
  - (a) Written application being made to the Employer a minimum of five (5) days in advance, and
  - (b) The unpaid leave of absence shall be taken in a minimum of one (1) day blocks unless otherwise agreed to by the Employer, and
  - (c) The aggregate of unpaid leave of absence shall not exceed ten (10) working days in any calendar year to conduct business or thirty (30) days if serving as Mayor or Chairperson. By mutual agreement of the Parties, this leave may be extended.
- (iv) An employee who obtains such leave of absence pursuant to (b) above must return to work with the Employer within thirty (30) calendar days after completion of public office.

## **26.03 Leave for Full Time Union Duties**

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.

- (ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

#### **26.04 Leave for Taking Training Courses**

- (i) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their shift.
- (ii) An employee authorized by the Employer to attend a technical training course or a seminar on a scheduled day of rest or after their shift shall receive one (1) hour of time-off work for each hour of instruction at their straight time rate of pay. The time off work shall be scheduled by mutual agreement of the employee and the Employer.
- (iii) Travel time shall only be paid if the course is beyond the Greater Victoria area. Travel time to and from the location of the course outside an employee's normal hours of work shall be compensated up to a maximum of three (3) hours to the course and three (3) hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

#### **26.05 Leave to Attend Union Meetings**

Subject to adequate notice and operational requirements, an employee working an afternoon shift shall be granted up to one (1) hour leave without pay to attend an evening Union meeting which has been scheduled during their shift.

#### **26.06 Employer Meetings**

An employee authorized by the Employer to attend a meeting that is scheduled prior to or after their shift shall have such time considered on overtime and shall be paid in accordance with Article 16.02 for time spent outside of their shift.

#### **26.07 Benefit Trust Leave**

An employee who is appointed by CUPE as a representative to the Capital Area Benefit Advisory Group or CUPE/GVLRA LTD Benefit Trust shall be granted leave of absence without loss of pay to attend meetings of such organizations.

## **26.08 Compassionate Leave**

All employees will normally be granted compassionate leave with pay for the purposes of grieving as follows:

- (i) Death of a family member (family member includes spouse, common-law spouse, parents, children, step children, step parents, brother, sister, in-laws, grandparents, grandchildren, foster parents, foster children, same-sex spouse, or any other relative who has been living at the same residence as the employee) – up to three (3) days.
- (ii) The Employer may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location where the employee shall be attending the funeral.
- (iv) Other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer – up to one half (½) day per year.

## **ARTICLE 27, MATERNITY AND PARENTAL LEAVE**

Note: The following language replaces in its entirety Article 27, Maternity, Parental and Adoption Leave

### **27.00 Definitions**

For the purpose of this Article “parent” includes a natural, adoptive, or same-sex parent.

### **27.01 Length of Leave**

#### **(i) Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

#### **(ii) Parental Leave**

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

(iii) Extensions - Special Circumstances

An employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth mother as unable to return to work for medical reasons related to the birth;
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks or the maximum permitted by Employment Insurance.

**27.02 Notice Requirements and Commencement of Leave**

- (i) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) 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.
- (iii) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) 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.
- (v) 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.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

### **27.03 Return to Work**

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 27.05 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.

### **27.04 Sick Leave**

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 27.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

### **27.05 Benefits**

- (i) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (ii) 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 Municipal Pension Plan.

### **27.06 Supplementary Employment Insurance Benefits**

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.

- (ii) 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.
- (iii) Subject to the approval of the Employment Insurance Commission, 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.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit and any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.
- (v) Should an employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (vi) 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.
- (vii) 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 this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

#### **27.07 Seniority**

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

## **ARTICLE 28, BENEFIT PLANS**

### **28.01 Medical Services Plan and Extended Health Benefits**

- (i) The Employer shall contribute eighty percent (80%) of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group, provided that the employee agrees to contribute the remaining twenty percent (20%) on a check-off basis.
- (ii) The Extended Health Benefit coverage shall include:
  - (a) vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or laser eye surgery every two (2) years for each regular employee and his dependents to a maximum cost of four hundred dollars (\$400.00);
  - (b) hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years. Effective January 1, 2012 the maximum shall be increased to three thousand dollars (\$3,000.00) every five (5) years;
  - (c) an unlimited lifetime maximum;
  - (d) Bluenet;
  - (e) no deductible;
  - (f) eye examinations for each regular employee and dependents to a maximum of seventy-five dollars (\$75.00) every two (2) years. Effective January 1, 2012 the eye examinations for each regular employee and dependents shall be increased to one hundred dollars (\$100.00) every two (2) years.

The Parties agree that the Employer shall utilize the employee portion of the Employment Insurance rebate to improve the Extended Health Benefit coverage.

## **28.02 Dental Plan**

The Employer shall maintain a dental plan for regular employees under the trusteeship of the Capital Area Benefit Advisory Group, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and eligible dependent. Effective January 1, 2012 Plan "A" Restorative Services will be amended to include composite (white fillings) on all teeth.

The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty percent (20%) through monthly payroll deductions.

## **28.03 Group Life Insurance**

- (i) All regular employees shall participate in the Group Life Insurance Plan, under the oversight of the Capital Area Benefit Advisory Group, as a condition of continued employment. Each participating employee shall have basic life insurance coverage in the amount of two times (2x) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the Capital Area Benefit Advisory Group which each employee desires. Effective January 1, 2012 the basic life insurance coverage amount shall be amended to three (3x) such employee's annual salary, rounded upwards to the next higher thousand.
- (ii) The Employer shall pay eighty percent (80%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment coverage, and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

## **28.04 Municipal Pension Plan**

- (i) All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire.



- (ii) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.
- (iii) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (iv) An employee who prior to April 1, 2007 had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with their current Employer (which had not before been considered as pensionable service) shall be reimbursed fifty per cent (50%) of the purchase cost by their Employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

#### **28.05 Effective Date of Benefit Coverage**

It is understood that a regular employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans will come into effect on the first day of the month following their date of hire or their appointment to regular status.

#### **28.06 Maintenance of Benefit Coverage**

A regular employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an employee who is eligible for WorkSafeBC benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

#### **28.07 Same Sex Relationships**

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 two (2) years, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

## **28.08 Long Term Disability Plan**

- (i) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (ii) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be cost shared eighty percent (80%) Employer paid and twenty percent (20%) employee paid, provided that in no event shall the total cost of such coverage exceed three percent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three percent (3%) in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three percent (3%) total cost is maintained.
- (iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%):
  - (a) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability. Effective October 1, 2007 the said benefit level will be increased from sixty percent (60%) to seventy percent (70%).
  - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.
  - (c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.

(iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

(v) Benefits While on Long Term Disability

(a) An employee must make application for Long Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the employee is accepted for Long Term Disability benefits that the employee shall commence Long Term Disability upon completion of the qualification period.

(b) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan.

While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.

(c) For recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits. Effective January 1, 2008, for recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of their claim.

(d) Seniority shall continue to accrue while on Long Term Disability.

(e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the Parties to this Agreement as the trustees deem appropriate.

- (f) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability benefits shall be as set out in the Plan document.

#### **28.09 Portability of Previous Employer's Benefit Plans**

A newly hired regular employee shall be eligible to immediately enroll in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- (i) They were previously enrolled in such plans and will not have a break in benefit coverage, and
- (ii) They continue to maintain their benefit plan coverage during their probationary period and pay one hundred percent (100%) of the costs of the premiums for such coverage.

#### **28.10 Survivor Benefit**

Upon the death of a regular employee who leaves a spouse and/or dependants enrolled in the Medical Services Plan, Dental Plan and Extended Health Benefit Plan, such enrolment may continue for twelve (12) months following the employee's death, provided the enrolled family members pay the employee's share of the cost of the premium for the plans. The Employer shall advise the survivor of this benefit.

### **ARTICLE 29, OCCUPATIONAL HEALTH AND SAFETY**

#### **29.01 Mutual Co-operation**

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

#### **29.02 Hazardous Substances**

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession, which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

### **29.03 Occupational Health and Safety Committee**

The Parties agree to participate in an Occupational Health and Safety Committee per the WorkSafeBC Regulations.

### **29.04 Safety Footwear**

The Employer shall replace existing safety footwear for employees who have passed their probationary period. The Employer shall utilize a "chit" system and contribute ninety (\$90.00) dollars annually towards the purchase of footwear required by WorkSafeBC

"Boot chits" shall be issued no later than January 31<sup>st</sup> of each year and copied to the Union

Effective January 1, 2016 the safety footwear allowance shall be improved to one hundred dollars (\$100.00) per year

### **29.05 Accident Investigations**

All accident investigations shall include one safety committee member appointed by the Union. The Employer shall pay for all time off as per Article 24.02 (i).

### **29.06 WorkSafeBC and Wages Upon Leave**

Where an employee suffers from a disease or illness or incurs personal injury and the employee is entitled to compensation therefore under the Workers' Compensation Act, the employee shall be compensated as follows:

- (i) Auxiliary employees claiming WorkSafeBC benefits will be placed on leave without pay at the end of the shift they were working at the time of injury. WorkSafeBC will pay benefits directly to the auxiliary employee.
- (ii) Regular employees claiming WorkSafeBC leave will be placed onto WorkSafeBC payroll status beginning the day or shift after they cease work subject to the following:
  - (a) Because the Employer will be paying the employee, any wage loss benefits received from WorkSafeBC will be paid to the Employer.

- (b) Regular employees may receive pay equal to that provided by WorkSafeBC (e.g. ninety percent (90%) of net) only for the number of days equal to their paid sick leave, vacation and banked overtime entitlements. This will be done provided that the employee give written pre-authorization for the Employer to deduct time from paid entitlements should WorkSafeBC deny the claim. Otherwise, the employee will be on a leave of absence without pay.
- (c) If a regular full-time, regular part-time or seasonal employee's claim is accepted by WorkSafeBC, there will be no debit of the employee's paid entitlements.
- (d) If a regular employee's claim is denied by the WorkSafeBC adjudicator, the employee's paid entitlement will be debited to cover the time off work.
- (e) If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time.

#### **29.07 Immunization**

All those employees whose duties qualify them for the dirty pay provisions of the Collective Agreement shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.

### **ARTICLE 30, PROTECTIVE CLOTHING**

**30.01** Upon reasonable request, the Employer shall supply through laundry service or direct issue appropriate coveralls or smocks, on an as needed basis.

#### **30.02 Gloves**

- (i) An employee, upon reasonable request, shall be issued gloves as required to do the work in question.
- (ii) Replacement gloves shall be provided on an "as needed" basis upon presentation of the damaged or worn-out pairs that had been previously issued.

**30.03** Upon reasonable request, the Employer shall issue rubber boots and rain gear on an as needed basis.

### **30.04 Uniforms**

Where there is mutual agreement between the Union and the Employer, mandatory uniforms may be implemented in a Department or Section pursuant to the following:

- (i) The required type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer. Any changes made in the type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer.
- (ii) All existing employees and new employees at the time of hire in the Department or Section shall receive the agreed to items of clothing (uniform). The Employer will provide all items of clothing (uniform) and such uniform will remain the property of the Employer and shall be returned to the Employer upon termination of employment in that Department or Section. All costs of providing the uniforms including any applicable taxes shall be borne by the Employer.
- (iii) Each employee in the Department or Section that receives uniforms according to this Article shall be provided with a cleaning service at no cost to the employee and the frequency of cleaning shall be as required.
- (iv) All damage to uniforms issued by the Employer incurred in the course of an employee's duties shall be assumed by the Employer. Replacement uniforms will be provided as required by the Employer.
- (v) The mutual agreement for mandatory uniforms may be cancelled at any time by the Union or the Employer upon thirty (30) days written notice to the other party.

### **ARTICLE 31, EMPLOYEE RECORDS**

- 31.01**
- (i) Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.
  - (ii) In the event an employee wishes to review their personnel file, the employee may by appointment with the Human Resources Department have access to such file.
  - (iii) Should an employee disagree with any documentation maintained in the personnel file, then the employee may object in writing and such objection shall be retained by the Employer in the employee's personnel file.

### **31.02 Discipline**

- (i) The Chief of Police (or their designate) will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the Chief of Police (or their designate) provided a minimum of twenty-four (24) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.
- (ii) Performance appraisals shall not be used as the basis for discipline.
- (iii) "Designate" shall be defined as the management representative from the department where the incident happened.
- (iv) An employee shall be advised of their right to Union representation at any potential disciplinary meeting between the employee and representatives of the Employer.
- (v) Where practicable, the Employer will provide the employee with 24 hours notice prior to any such scheduled meeting in order for the employee to seek Union representation.

### **ARTICLE 32, TECHNOLOGICAL CHANGE**

- (i) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- (ii) Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.
- (iii) Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc Technological Change Committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- (iv) Where the introduction of such technological change results in an employee becoming redundant, the above Committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.



- (v) Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/ Arbitration procedure established in this Agreement.

### **ARTICLE 33, SUBCONTRACTORS**

- 33.01** (i) All subcontractors of the Employer shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed.
- (ii) If a complaint is filed by the Union, supported by reasonable information or evidence, the Employer reserves the right to audit or have an independent auditor audit the sub-contractor's payroll records.

### **ARTICLE 34, CONTRACTING OUT**

- 34.01** No regular employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

### **ARTICLE 35, TERM OF AGREEMENT**

#### **35.01 Term**

This Agreement shall be in effect from and including, January 1, 2021 to and including December 31, 2021, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

#### **35.02 Continuation Clause**

Should either party give written notice to the other party in accordance with Article 35.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the Parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

### **35.03 Notice to Bargain**

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Union, at the CUPE Local 50 office in Victoria, B.C.; and in the case of the Employer, if delivered or mailed in the same manner to the Manager, Greater Victoria Labour Relations Association, Suite 330, 2950 Douglas Street, Victoria, B.C.

### **35.04 Section 50 Excluded**

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

### **35.05 Retroactivity**

- (i) Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of execution first above written, however, adjustments to salaries shall apply as provided in Schedule "A".
- (ii) Retroactive pay shall be paid at the earliest date practical, but not later than thirty (30) calendar days, following the date of execution of this Agreement.

## **ARTICLE 36, LETTERS OF UNDERSTANDING**

**36.01** For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

Letter # 1 – Grandfather Provisions – Sick Leave Payout and Sick Leave Accrual

Letter # 2 – Auxiliary Employee Troubleshooter

Letter # 3 – Deferred Salary Leave Plan

Letter # 4 – Rehabilitation and Retraining Program

Letter # 5 – Distribution of Overtime

Letter # 6 – Continuous Operations

Letter # 7 – Shift Changes – Communications Centre

Letter # 8 – Secondment Opportunities – Civilian

Letter # 9 – Job Sharing

Letter #10 – Employee Parking

Letter #11 – Community Engagement – Hours of Work

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed this 22<sup>nd</sup> day of *February*, in the year 2021, in the City of Victoria, Province of B.C.

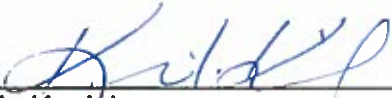
**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

#scope 491

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

## APPENDIX "A"

### POLICE DEPARTMENT

#### COMMUNICATIONS AND RECORDS SECTIONS

This Appendix is attached to and forms part of the Collective Agreement between the Victoria Police Board and the Canadian Union of Public Employees, Local 50. This Appendix applies only to Communications and Records Sections employees working in the Victoria City Police Department. This Appendix amends various Sections of the Collective Agreement for such employees. Where a conflict arises between this Appendix and the Collective Agreement, this Appendix shall always apply.

#### **I. COMMUNICATION SECTION:**

In the event the Employer directs the Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers employed in the Police Department, or some of them, to be assigned daily and weekly work schedules which are contrary to the provisions of Article 15 of the Collective Agreement, the terms and conditions governing:

- (1) hours of work
- (2) overtime
- (3) sick leave
- (4) annual and statutory holidays
- (5) shift differential

shall be as provided in Sections 1 through 5 below, notwithstanding any of the provisions of the Agreement. However, those provisions of the Agreement not specifically mentioned in Sections 1 through 5 below shall apply.

#### **1. Hours of Work:**

- (i) The normal weekly hours of work for Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers shall be an average thirty-eight (38) hours and thirty (30) minutes, worked on the following schedule:
  - (a) Two (2) consecutive day shifts of eleven (11) hours, excluding a one (1) hour lunch period, following by twenty-four (24) hours off duty; then two (2) consecutive night shifts of eleven (11) hours, excluding a one (1) hour lunch period, followed by ninety-six (96) consecutive hours off duty.

(b) Notwithstanding the foregoing, actual hours worked by each employee in excess of an average of thirty-five (35) hours per week, shall be taken in time-off, one (1) hour off for one (1) hour worked, at a time agreeable to the Police Chief, or their designate.

(ii) Article 15.03 (ii) of the Collective Agreement shall not apply to Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers.

2. Overtime:

(i) All hours worked in excess of the normal daily hours, eleven (11) hours, shall be classed as overtime and shall be paid at the rate of one and one-half (1½) times the regular rate for the first three (3) hours and at two (2) times the regular rate thereafter.

(ii) In the event that in any established eight (8) week cycle, a regular part-time or auxiliary employee works in excess of two hundred eighty (280) straight-time hours, then the excess shall be compensated at time and one-half (1½) for the first three (3) excess hours and double time (2x) for all remaining excess hours at the employees normal classification rate.

(iii) Article 20.02: the phrase dealing with "Statutory Holiday" shall not apply. (See Section 4 (iv) below).

3. Sick Leave:

(i) Article 21.01 of the Agreement shall apply.

(ii) Article 22.02 of the Agreement shall be amended as follows:

<u>Employment Service</u>		<u>On Full Pay</u>
For the first year	-	Seven (7) hours per month upon satisfactory completion of three (3) months of continuous service.
2nd to end of 5th year	-	Seven (7) 11-hour shifts plus one (1) 7-hour period (Total eighty-four (84) hours).
6th to end of 15th year	-	Eleven (11) 11-hour shifts plus one (1) 5-hour period (Total one hundred and twenty six (126) hours).

After 15th year and up - Fifteen (15) 11-hour shifts plus one (1) 3-hour period (Total one hundred and sixty-eight (168) hours).

Maximum cumulative sick leave -Six (6) months salary (Total nine hundred and twelve (912) hours).

(iii) Articles 21.03 through and including 21.06, and Letter of Understanding # 1, shall apply to Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers.

4. Annual Vacation and Statutory Holidays:

(i) Articles 19.01 (i) and 19.02 of the Agreement shall apply.

(ii) Annual Vacation shall be based on one (1) week of vacation equating to thirty-five (35) hours:

- Fifteen (15) days vacation shall equate to one hundred and five (105) hours.
- Eighteen (18) days vacation shall equate to one hundred and twenty-six (126) hours.
- Twenty-three (23) days vacation shall equate to one hundred and sixty-one (161) hours.
- Twenty-eight (28) days vacation shall equate to one hundred and ninety-six (196) hours.
- Thirty (30) days vacation shall equate to two hundred and ten (210) hours.
- Thirty-three (33) days vacation shall equate to two hundred and thirty-one (231) hours.

(iii) Article 20 shall apply only in respect to the Statutory Holidays listed in Article 20.01.

- (iv) (a) As remuneration in lieu of the twelve (12) Statutory Holidays listed, whether occurring on a rest day or on a regular work-day, Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers shall be granted eighty-four (84) hours statutory leave with pay for each full calendar year (reduced pro-rata service of less than one year and for probationary employees pursuant to Article 20.04). Such leave may be granted in one block period, subject to the efficient operation of the Department, provided that in each instance that the Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers is absent from a scheduled work shift that occurs on a Statutory Holiday by reason of illness, injury, funeral leave or any other leave with pay, there shall be a deduction of seven (7) hours from the maximum original eighty-four (84) hour entitlement.
- (b) In the event a Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers works on the day a statutory holiday falls and is celebrated, remuneration shall be at the rate of two times (2x) the regular rate for each hour worked.

5. Shift Differential:

- (i) Article 15.10 notwithstanding, Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers working day-shift shall be paid a shift differential of seventy-five cents (75¢) per hour, for each hour worked between 1600 and 1900 hours; and
- (ii) Communication Specialists, Communication Operators, Communication Supervisors or Complaint Takers working night-shift shall be paid a shift differential of eighty-five cents (85¢) per hour, for each hour worked between the hours of 1900 and 0700.

II. RECORDS SECTION:

Senior Uniform Crime Reporters, Uniform Crime Reporters and Data Entry Operators in the Records Section of the Police Department may be assigned daily or weekly work schedules that vary from the normal daily and weekly Hours of Work provisions set out in Article 15 of the Collective Agreement. When such an assignment occurs the terms and conditions governing hours of work, overtime, sick leave, statutory holidays and annual vacations shall be as provided in Sections 1 through 5 below notwithstanding any of those provision contained elsewhere. However, provisions of the Collective Agreement not specifically mentioned in Sections 1 through 5 below shall apply.



1. The normal hours of work for a full-time employee shall, in a calendar year, be equivalent to an average of thirty-five (35) hours per week pursuant to the following:
  - (i) Normal work days and hours of operation shall be seven (7) days a week, Sunday through to and including Saturday.
  - (ii) Work day shifts between the hours of 8:00 a.m. and 5:45 p.m.
  - (iii) Schedules shall be based on an eight (8) week cycle.
  - (iv) During this eight (8) week cycle each employee will be scheduled for thirty-two (32) days of work.
  - (v) The normal day of work shall be eight and three quarters (8¾) hours of work at the straight time rate of pay.
2. Overtime rates shall apply where the daily hours of work exceed eight and three-quarters (8¾) hours, or where an employee works in excess of two hundred and eighty (280) hours in the eight (8) week cycle.
3. Statutory Holidays shall be based on the twelve (12) Statutory Holidays of the Collective Agreement being equivalent to eighty-four (84) hours to be calculated and scheduled as statutory holiday time off work throughout the calendar year.
4. Annual Vacation shall be based on one (1) week of vacation equating to thirty-five (35) hours:
  - Fifteen (15) days vacation shall equate to one hundred and five (105) hours.
  - Eighteen (18) days vacation shall equate to one hundred and twenty-six (126) hours.
  - Twenty -three (23) days vacation shall equate to one hundred and sixty-one (161) hours.
  - Twenty-eight (28) days vacation shall equate to one hundred and ninety-six (196) hours.
  - Thirty (30) days vacation shall equate to two hundred and ten (210) hours.
  - Thirty-three (33) days vacation shall equate to two hundred and thirty-one (231) hours.

5. Sick Leave shall be based on one (1) day of sick leave equating to seven (7) hours:
- Twelve (12) days sick leave shall equate to eighty-four (84) hours.
  - Eighteen (18) days sick leave shall equate to one hundred and twenty-six (126) hours.
  - Twenty-four (24) days sick leave shall equate to one hundred and sixty-eight (168) hours.

**SCHEDULE "A"**

<b>PAY GRADE</b>	<b>JOB CODE</b>	<b>POSITION</b>	<b>JAN 1/21 2% Hourly</b>
1			27.12
2			27.66
3			28.25
4			28.80
5			29.36
6	4289	Clerk - General	29.95
7	4365	Archivist - Data Entry Clerk	30.82
8	4028	Administrative Assistant - ISD	32.14
	4031	Records Specialist	
	4039	Police Information Check Specialist	
	4042	Quality Review Specialist	
	4066	Administrative Assistant - Traffic	
	4266	Clerk - Esquimalt Division	
	4293	Administrative Assistant/Information Processor	
	4334	Human Resources Coordinator	
	4337	Administrative Coordinator - Operations	
	4397	Administrative Assistant - Executive Services	
9	4015	Information Disclosure Advisor	33.80
	4047	CPIC Operator	
	4055	Administrative Assistant - Finance	
	4398	Senior Police Records Specialist	
10	4048	Court Information Specialist	35.48
	4061	Coordinator - Operational Planning	
	4079	Exhibit Officer	
	4358	Disclosure Clerk/Administrative Assistant	
11	4282	Community Programs Coordinator	37.28
	4090	Payroll & Accounting Administrator	
	4203	PRIME Coordinator	
12	4283	Purchasing Officer	39.15
13	4097	Information & Privacy Disclosure Analyst	41.13
	4157	Coordinator, Volunteer Services	
14	4108	Supervisor - Property & Supply	43.20
	4052	Intelligence Analyst	
15	4265	Supervisor - Central Records	45.36
	4330	Communications Coordinator	
	4426	Supervisor - ISD Admin/Disclosure	

16	4171	Support Analyst	47.64
	4381	Research, Policy & Audit Analyst	
	4402	Supervisor - Financial Services Division	
17	4348	Crime Analyst	50.07
	4392	Business Analyst	
18	4185	Senior Systems Analyst/Developer	52.56
	4275	Senior Systems Administrator	
19			55.25
20			58.00

## SCHEDULE "A" – INACTIVE POSITIONS

Administrative Assistant – Community Policing  
Administrative Assistant – Court Scheduling  
Administration Clerk – Police  
*Call Taker*  
Clerk – Operations  
Clerk Investigative Services  
*Communications Specialist*  
*Communications Trainer*  
Computer Support Technician  
Duty Driver  
Executive Services Secretary  
*Fingerprint/MNI*  
*IT Help Desk Administrator*  
*Information Systems Application & Disclosure*  
Property and Supply Clerk  
Recruitment Clerk  
Secretary – IS  
Secretary – fraud  
Senior Uniform Crime Reporter  
*Supervisor – Communications Centre*  
Supervisor – Information Technology  
*Switchboard Clerk*  
Transcriptionist  
Uniform Services Division Clerk  
USD/Crime Prevention Clerk  
Web Media Analyst

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

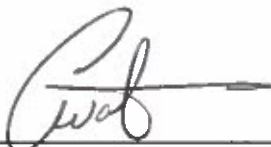
The attached Letter of Understanding # 1 was first included in the Collective Agreement between the Parties which became effective January 1, 1983 and which expired December 31, 1985. In order to interpret the attached letter, reference should be to that Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

## **LETTER OF UNDERSTANDING NO. 1**

BETWEEN

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Grandfather Provisions – Sick Leave Payout and Sick Leave Accrual**

#### **Article 1: Preamble**

- 1.1 This letter of Understanding establishes "grandfather" provisions for sick leave payout and sick leave accrual arising as a result of changes made to the sick leave language, Article 18, of the renewal Agreement that replaced the Collective Agreement which expired on December 31, 1982.
- 1.2 This Letter of Understanding is attached to and forms part of the current Collective Agreement between the Parties.
- 1.3 Regular employees not actively employed or on the recall list on April 6, 1984, as defined in Section 2.1 below; or regular employees hired after April 6, 1984, shall not be eligible for any benefits under this Letter of Understanding.
- 1.4 "Twenty-six (26) weeks" wherever mentioned below, shall be interpreted as the number of working days or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.

#### **Article 2, Sick Leave Accrual**

- 2.1 Those regular employees who were on April 6, 1984 actively employed (including WorkSafeBC., sick leave or authorized leave), or were on the recall list and eligible for recall on that date, shall be eligible to continue to accrue sick leave pursuant to Section 2.2 below. Such employees shall not continue to accrue sick leave under Article 21.04 of the Collective Agreement.

- 2.2 Regular employees, eligible under Section 2.1 above, shall earn sick leave in accordance with Article 21.02 of the Collective Agreement. The maximum cumulative sick leave being twenty-six (26) weeks. Where an eligible employee has not taken sick leave, or only a portion thereof, to which he would be entitled under the schedule set out in Article 21.02, he shall be entitled to accrue fifty percent (50%) of such unused sick leave for his future benefit; it being understood that in the event of any employee attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits to which an employee is entitled exceed twenty-six (26) weeks in any twelve (12) month period.

### **Article 3, Sick Leave Payout**

I. **From April 6, 1984 to December 31, 1984 Inclusive**

- 3.1 For the period from April 6, 1984 up to and including December 31, 1984, regular employees who were on April 6, 1984 actively employed (including WorkSafeBC, sick leave or authorized leave), or who were on the recall list and eligible for recall on that date, shall be eligible to receive sick leave payout on the basis of Sections 3.2 through 3.4 below.
- 3.2 From April 6, 1984 to and including December 31, 1984, regular employees, eligible under Section 3.1 above, having accrued sick leave to their credit at retirement, will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit; PROVIDED that in no case shall the said salary grant in lieu of accrued sick leave exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.
- 3.3 From April 6, 1984 to and including December 31, 1984, after ten (10) years' continuous service, a regular employee eligible under Section 3.1 above, whose employment terminates shall receive a salary grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him to the date of termination; PROVIDED that in no case shall this grant exceed seventy-five percent (75%) of the maximum cumulative sick leave of twenty-six (26) weeks. This Section 3.3 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered by Section 3.2. Employees receiving severance pay under this Section 3.3 shall not also receive severance pay under Article 14.06 of the Collective Agreement.



3.4 From April 6, 1984 to and including December 31, 1984, in the event of the death of a regular employee eligible under Section 3.1 above, the Employer shall grant to the estate of such employee a sum equal to an additional six (6) weeks salary or wages computed from the date of death and calculated at the rate of pay to which he was entitled at the date of his death; PROVIDED that where such employee having a least ten (10) years' continuous service dies while in service, his estate shall be entitled to either the benefits paid under Section 3.3 or under this Section 3.4, whichever is greater.

II. From December 31, 1984

3.4 As at the close of business on December 31, 1984, a maximum sick leave accrual level for payout purposes shall be established or "frozen" for each regular employee who was, on April 6, 1984, actively employed or on the recall list, as defined in Section 3.1, and who remained so actively employed or on the recall list on December 31, 1984.

2.6 The maximum sick leave accrual level for payout purposes for each regular employee covered by Section 3.5 shall be established at each such employee's actual sick leave accrual level as at the close of business on December 31, 1984, provided the maximum accrual any such employee shall have established or "frozen" is twenty-six (26) weeks.

III. Following December 31, 1984

3.7 From January 1, 1985 onward, only those regular employees who had a maximum sick leave accrual level for payout purposes established or "frozen" for them on December 31, 1984, in accordance with Sections 3.5 and 3.6 above, shall be eligible to receive sick leave payout, and then, only pursuant to Section 3.8 through 3.10 below.

3.8 A regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and who retires on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of retirement; PROVIDED always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above.

In addition to the foregoing, it is clearly understood that fifteen (15) employees each calendar year shall be entitled to claim a payout of their "frozen" sick leave accrual at the seventy-five percent (75%) level as established above. The first ten (10) employees per year shall be selected in order of greatest seniority. The next five (5) employees shall be selected in order of least seniority. Should an employee who has been offered this payout opportunity decline, then such employee will have another opportunity after all other employees have had their opportunity to receive their payout.

NOTE: This provision shall come into effect during the first 3 months of the calendar year 1993 and thereafter.

- 3.9 After ten (10) years' continuous service, a regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and whose employment terminates on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of termination, PROVIDED always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above. This Section 3.9 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered under Section 3.8. Employees receiving severance pay under this Section 3.9 shall not also receive severance pay under Article 14.06 of the Collective Agreement.
- 3.10 In the event of the death on or after January 1, 1985 of a regular employee who was eligible for a sick leave payout in accordance with Section 3.7, the estate of such employee shall be eligible to receive a salary grant equivalent to an additional six (6) weeks' pay computed at the normal basic wage rate for such employees at the time of his death; PROVIDED that, where the employee had ten (10) years or more continuous service at the time of death, his estate shall be eligible to receive the greater of either a salary grant calculated on the basis of Section 3.9 above, or six (6) weeks' pay in accordance with this Section 3.10
- 3.11 The dollar (\$) value of the sick leave payout under Sections 3.8 through 3.10 above shall be calculated on the basis of the basic wage rate for such employee in effect at the time the payout is made.

3.12 Regular employees who have had their maximum sick leave accrual level for payout purposes established or "frozen" on December 31, 1984 under Sections 3.5 and 3.6 above and who subsequently utilize part or all of such accrual because they become legitimately ill, may by working after such illness and earning additional sick leave, re-accrue sick leave for payout purposes back to the original established maximum level. The above notwithstanding, it should be understood that the maximum "frozen" sick leave accrual level for payout purposes is not guaranteed and must actually be earned and to each employee's credit at the time of payout.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



Mayor Lisa Helps  
Victoria & Esquimalt Police Board



Colin Watson  
Deputy Chief Constable  
Victoria Police Department



Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



John Burrows  
President, CUPE Local 50



Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

## LETTER OF UNDERSTANDING NO. 2

BETWEEN

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### Auxiliary Employee Troubleshooter

1. This Letter of Understanding is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the Parties mutually agree otherwise.

3. Procedure:

If a difference arises between the Parties relating to the determination of an auxiliary employee's status, Vince Ready or a substitute agreed to by the Parties, shall at the request of either party:

- (a) Investigate the difference; and,
- (b) Make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.

4. Primary Function:

- (a) The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this Collective Agreement.

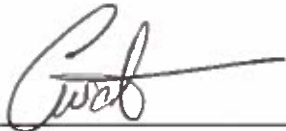
- (b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the Parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 13 (Posting and Filling of Vacancies) shall apply

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

**LETTER OF UNDERSTANDING NO. 3**

BETWEEN

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")


**Deferred Salary Leave Plan**

It is understood and agreed the VICTORIA POLICE BOARD employees of the Canadian Union of Public Employees, Local 50, shall have access to and be eligible for the Deferred Salary Leave Plan endorsed by City Council for all VICTORIA POLICE BOARD employees.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board

  
\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department

  
\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**

  
\_\_\_\_\_  
John Burrows  
President, CUPE Local 50

  
\_\_\_\_\_  
Kyle McMorrان  
1<sup>st</sup> Vice President, CUPE Local 50

## LETTER OF UNDERSTANDING NO. 4

BETWEEN

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### Rehabilitation and Retraining Program

1. The Employer and the Union agree to establish through the Union Management Committee (Article 9) a rehabilitation and retraining program for regular employees who are permanently partially disabled through illness, injury or handicap and are unable to carry-out their pre-disability duties.
2. The purpose of this program is to assist a disabled employee in returning to their former position or to another position with the Employer.
3. The program may augment other programs established by statute or this Collective Agreement such as WorkSafeBC and the Long Term Disability Plan.
4. The Union and the Employer recognize that, subject to bona fide operational considerations, rehabilitation and retraining programs require the Parties to assess their "duty to accommodate".
5. It is understood and agreed by the Parties that in determining a program:
  - (a) The Employer and the Union may mutually agree to waive the posting procedures to place a disabled regular employee into a vacant position,
  - (b) An employee who is disabled may, through mutual agreement of the Parties on an individual case by case basis, be permitted to bump into any position provided such disabled employee has the qualifications, experience, skill and ability to perform the work, and provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted,
  - (c) Once work has been found for a disabled employee, a more senior disabled employee may not subsequently bump that employee, because the more senior employee is also seeking placement under the provisions of this Letter of Understanding.

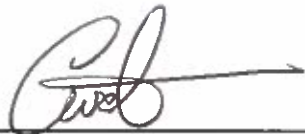
6. This Letter of Understanding shall operate for the duration of this Collective Agreement from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon thirty (30) days written notice.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50



**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN:**

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50**  
(hereinafter referred to as the "Union")


**Distribution of Overtime**

This Letter of Understanding is attached to and forms part of the current Collective Agreement.

The Parties agree that within six (6) months of ratification of the revised Collective Agreement (2021), at the Labour/Management Committee, the Parties will address the process for the distribution of available overtime for the Communication Specialist (Dispatcher), the Call Taker and the PBX Operator classifications and other sections in the Police Department.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February*, 2021, in the City of Victoria, in the Province of British Columbia.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board

  
\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department

  
\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**

  
\_\_\_\_\_  
John Burrows  
President, CUPE Local 50

  
\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

## LETTER OF UNDERSTANDING NO. 6

Between:

**VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### Continuous Operations

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

#### Purpose

1. The purpose of this Letter of Understanding is to set out specific terms and conditions of employment affecting employees employed in positions which provide support services to the police department outside of the normal hours of work of Article 15 of the Collective Agreement.
2. These employees may be providing coverage for continuous operations, Monday through Sunday of each week, twenty-four (24) hours each day or any variation to meet the operational demands of the police services.
3. Where a conflict arises between this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply, unless the Parties mutually agree otherwise.

#### Positions Affected

1. The Parties agree that the following sections of the police department and positions of employees are encompassed by this Letter of Understanding as of October 31, 2004.
2. A position or departmental section may be deleted or added to this Letter of Understanding by mutual agreement of the Parties at any time during the term of the Collective Agreement.

<b>3. <u>Records Section</u></b>	<b><u>Communication Section</u></b>	<b><u>IT Section</u></b>
Records Specialist	Complaint Taker	Computer Support Tech
Uniform Crime Reporter	Communications Specialist	Infrastructure Administrator
CPIC Specialist	Supervisor, Communications	Systems Analyst
Court Info Specialist	Switchboard Operator	

### Scheduling Principles

1. All schedules shall be based upon cycles of eight (8) consecutive weeks.
2. The eight (8) week cycle shall provide for two hundred eighty (280) straight time hours of work for regular full-time employees, thus averaging thirty-five (35) straight time hours of work each week.
3. A minimum of two (2) consecutive days of rest will be provided within each consecutive seven (7) day period.
4. The work schedules shall provide for up to seven (7) days coverage (Monday through Sunday) by employees.
5. The work schedules shall provide for up to twenty-four (24) hour coverage each day by employees.
6. In the event that in any eight (8) week cycle, a regular full-time, regular part-time, regular seasonal or auxiliary employee filling a temporary full-time position is scheduled to work in excess of two hundred eight (280) straight time hours (example – as may occur in certain 12 hour shift schedules) then the excess hours shall be banked as “cumulative time off” and taken as straight time off work at a later date scheduled by mutual agreement of the employee and the divisional manager.
7. Split shifts are prohibited.

### Shift Schedules

1. Shift schedules in effect as of October 31, 2004 shall remain and shall not be changed without mutual agreement of the Union and the Employer.
2. By mutual agreement the Union and the Employer may add or delete shift schedules during the term of the Collective Agreement to meet operational requirements provided the schedule(s) comply with the foregoing scheduling principals.

3. The following shift schedules apply to the employees and the Employer as of October 31, 2004:

<b>Length of Scheduled Shift</b>	<b>Shift Pattern</b>	<b>Daily Hours Worked</b>	<b>Length of Unpaid Meal Break</b>	<b>Positions</b>
8 hours	3 on:3 off	7 hours	1 hour	Complaint Taker (Day)
8 ¾ hours	4 on:3 off	7 ¾ hours	1 hour	CPIC Specialist
8 ¾ hours	4/5 on:3/4 off	8 hours	¾ hour	Records Specialist (Day) Uniform Crime Reporter
11 hours	3 on:3 off	10 hours	1 hour	Court Information Specialist (Day) CPIC Specialist (Day)
11 hours	4 on:3 off	10 hours	1 hour	Communications Supervisor
11 hours	4 on:4 off	10 hours	1 hour	Records Specialist Systems Analyst (Day) Infrastructure Administrator (Day) Computer Support Technician (Day)
12 hours	4 on:4 off	11 hours	1 hour	Complaint Taker Communications Specialist
12 hours	3 on:3 off	11 hours	1 hour	Switchboard Operator

4. The start time and stop time of the daily shift(s) shall be determined by mutual agreement of the Union and Employer and shall meet the operational requirements of the police department.

### Overtime

- Overtime rates shall be paid for all hours worked in excess of the scheduled daily hours at the rate of time and one-half (1 ½) the regular rate of pay for the first three (3) hours and at two (2) times the regular rate thereafter.
- In the event that in any established eight (8) week cycle, a regular part-time or auxiliary employee works in excess of two hundred eight (280) straight-time hours, in an auxiliary or regular part-time capacity then the excess shall be compensated at time and one-half (1 ½) for the first three (3) excess hours and double time (2x) for all remaining excess hours at the employee's normal classification rate.

## Vacation

For employees working in continuous operations, annual vacation shall be based on one (1) week of vacation equating to thirty-five (35) hours:

- Fifteen (15) days vacation shall equate to one hundred and five (105) hours
- Eighteen (18) days vacation shall equate to one hundred and twenty-six (126) hours
- Twenty-three (23) days vacation shall equate to one hundred and sixty-one (161) hours
- Twenty-eight (28) days vacation shall equate to one hundred and ninety-six (196) hours
- Thirty (30) days vacation shall equate to two hundred and ten (210) hours
- Thirty-three (33) days vacation shall equate to two hundred and thirty-one (231) hours.

## Statutory Holidays

1. For regular full-time employees working on continuous operations, Statutory Holidays shall be based on the twelve (12) Statutory Holidays of the Collective Agreement being equivalent to eighty-four (84) hours to be calculated and scheduled as statutory holiday time off work throughout the calendar year by mutual agreement of the divisional manager and employee. Regular part-time employees shall be entitled to a pro-rata portion of the eighty-four (84) hours of paid time of work.
2. In the event a regular employee is scheduled to work on a statutory holiday the employee shall be paid at the rate of double time (2x) their regular rate of pay as set out in Article 16.05.
3. In the event an auxiliary employee is scheduled to work on a statutory holiday the employee shall be paid at the rate of time and one-half (1 1/2x) their regular rate of pay as set out in Article 1.10(q).

Sick Leave

For employees working in continuous operations sick leave and personal, emergency and family leave shall be based on one (1) day of sick leave or personal, emergency and family leave equating to seven (7) hours;

- Twelve (12) days sick leave shall equate to eight-four (84) hours
- Eighteen (18) days sick leave shall equate to one hundred and twenty-six (126) hours
- Twenty-four (24) days sick leave shall equate to one hundred and sixty-eight (168) hours
- An employee's maximum cumulative sick leave shall be 912 hours.

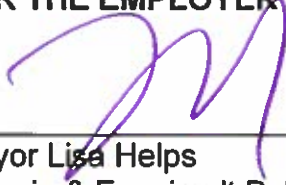
Shift Differential

Regular and auxiliary employees, not working a modified work week per article 15.09, who work evening or night shifts in continuous operations shall be paid a shift differential as follows:

- seventy-five cents (\$0.75) per hour for each hour worked between the time of 1600 and 1900 hours.
- eighty-five cents (\$0.85) per hour for each hour worked between 1900 and 0700 hours.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of February, 2021, in the City of Victoria, in the Province of British Columbia.


**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board

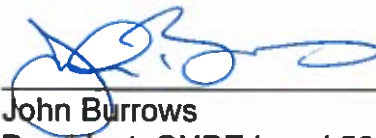


\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

## LETTER OF UNDERSTANDING NO. 7

Between

**VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Shift Changes – Communication Centre**

The Parties agree that due to increased workload and overtime costs incurred the following changes are necessary for the efficient function of the Communication Centre:

The following changes will apply:

1. A Communications Specialist position will be created with a shift schedule of Monday to Friday, 0800 – 1600 hours.
2. Two Communications Specialist positions will be created with the hours of work being 1700 – 0400 hours – the shift rotation will be determined by the incumbents. The Employer will limit the positions, working these hours, to two.
3. These two new positions will not incur a/c time but will be paid at the overtime rate as set out in the Collective Agreement per article 16.02 for time worked over 280 hours in an eight week cycle.
4. It is understood that should an employee that currently accumulates a/c time applies for a position that does not accumulate a/c time that they will not carry over this benefit.
5. The Communications Centre Supervisors will work eleven hour shifts, with one hour unpaid lunch break. The hours of work will fall within 0600 hrs to 1800 hrs for dayshift, and 1800 hrs to 0600 hrs for nightshifts.
6. Communications Specialists currently working 1000 hrs to 1800 hrs will be adjusted to 0900 hrs to 1800 hrs with a 3 on, 3 off shift rotation.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50



## LETTER OF UNDERSTANDING NO. 8

Between

**VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**

### Secondment Opportunities – Civilian

The Parties agree that secondment opportunities are valuable chances for career development and will be considered on an individual basis. The employer will give all requests reasonable consideration where the secondment does not create significant operational problems.

The following parameters will apply:

1. Seniority, vacation, and sick leave benefits will continue to accrue for the duration of the secondment.
2. The Employer will post and fill the seconded employee's position per Article 13.01 of the Collective Agreement for the duration of the secondment.
3. The Employer will continue to pay the seconded employee's salary, and Employer portion of health benefits and pension premiums as set out in the Collective Agreement.
4. The Employer will remit all taxes, employment insurance premiums, CPP and any other contributions on behalf of the employee.
5. The host agency will be responsible for all over-time expenses incurred.
6. The Employer will invoice the host agency for reimbursement of all salary costs.
7. The host agency is responsible for all travel and expenses incurred as a result of the employee's secondment.
8. Upon termination of the secondment, the employee shall return to their original position; should the position no longer exist, the employee shall exercise bumping rights as described in Article 14.03 of the Collective Agreement.
9. The secondment contract can be terminated upon either the Union or Employer giving 30 days written notice.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 22<sup>nd</sup> day of *February*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**



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Mayor Lisa Helps  
Victoria & Esquimalt Police Board



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Colin Watson  
Deputy Chief Constable  
Victoria Police Department



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Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



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John Burrows  
President, CUPE Local 50



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Kyle McMorrان  
1<sup>st</sup> Vice President, CUPE Local 50

## LETTER OF UNDERSTANDING NO. 9

BETWEEN:

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 50**  
(hereinafter referred to as the "Union")

### Job Sharing

The Employer and the Union agree that where an employee in the Victoria Police Department wishes to share his/her regular full-time position with another regular full-time employee in the Victoria Police Department, that such job sharing arrangements be mutually agreed upon using the following principles; PROVIDED HOWEVER, that 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;

#### 1. General

- (a) Job sharing is intended to provide accommodation for employees in the Victoria Police Department with particular needs associated with such things as maternity leave, child care, family complications, health problems and, under some situations, special job related educational leaves. It is not intended to provide preferred part-time employment on behalf of employees and is clearly not a right of an employee but an accommodation that may be considered where it does not create significant operational problems, result in service delivery issues, affect the rights of other employees, significantly complicate the administration of the department or increases the costs to the police department.
- (b) Where an employee within the Victoria Police Department occupying a regular full-time position wishes to share his/her position with another regular full-time employee in the Victoria Police Department and has received formal approval from the Chief Constable or his designate and the Union, the employee(s) shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

- (c) The number of job sharing arrangements within the civilian staff of the Victoria Police Department shall be limited to a maximum of three (3), affecting up to six (6) employees.
- (d) Employees entering into a job sharing arrangement (pairing) shall be at the same or higher pay grade and shall not originate from a position of a lower pay grade.

## 2. Procedure

- (a) The employee shall apply in writing to the Chief Constable and provide a copy to the Union. The employee shall indicate the reason for the request, including the hours and days of the week the employee(s) wishes to share and with whom the employee contemplates entering into a job sharing arrangement and the expected duration of the job sharing arrangement.
- (b) The employee with whom it is contemplated the position shall be shared must possess the skills, abilities and qualifications to perform the duties and responsibilities of the position to be shared.
- (c) Representatives of neither the Union nor the Employer shall convey to an applicant employee the approval or denial of a job sharing application prior to discussion between the Parties.
- (d) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Chief Constable or his designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union. In such letter the Employer may set out a date when the job share arrangement is scheduled to terminate.
- (e) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph 2(d) above.
- (f) Where an employee's request is denied, the Union may request a meeting with the Chief Constable or his designate to discuss the matter.

3. Duration

- (a) Each job sharing arrangement shall be for a minimum period of one (1) year unless varied by mutual agreement between the Employer and the Union.
- (b) A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided ninety (90) calendar days written notice has been served to the other employee and party(ies), or as otherwise provided for in the letter referred to in paragraph 2(d) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
- (c) Upon the expiry or termination of the job sharing arrangement, the employees shall revert to working in his/her original position on a full-time basis under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.
- (d) Upon the termination of a job sharing arrangement, should the position from which an employee originated no longer exist, then an employee so affected shall exercise bumping rights as described in Article 14.03 of the Collective Agreement.

4. Employee Status and Working Conditions

- (iii) An employee in a job sharing arrangement shall continue to maintain his/her original employment status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the employee's scheduled hours of work in the job sharing arrangement. Such employee shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement including layoff and recall.

- (v) The general principles with respect to wage rates, employee benefit entitlement and premium payments for employees in job sharing arrangements are as follows:
- (i) employees shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (ii) paid leave benefits, such as vacation, statutory holidays, and sick leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.
  - (iii) the employee's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled hours decrease in relation to the full-time hours of the position being shared.
- (vi) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:
- (i) Vacation Entitlement  
The employee's annual vacation entitlement shall be prorated according to the number of hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the job sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.
  - (ii) Statutory Holidays  
The employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.

- (iii) Medical Services Plan, Dental, Extended Health and Group Life  
The employee shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's scheduled hours of work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage. (refer to attached illustration).
- (iv) Sick Leave  
For the period of the job sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's scheduled hours of work bears to the full-time hours of the position being shared.
- (v) Pension  
Where an employee enters into a job sharing arrangement, the employee shall be required to continue making payments toward Superannuation. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.
- (vi) Compassionate Leave  
The provisions of Article 26.08 of the Collective Agreement (Compassionate Leave) shall apply to employees participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such employees is one and one-half (1 ½ ) working days.

5. Coverage Support

When one employee of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other employee of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

6. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party. Notwithstanding such cancellation, all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed until terminated pursuant to the terms of this Letter of Understanding.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 22<sup>nd</sup> day of *February*, in the year 2021, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50



**BENEFIT COST SHARING AT JOB SHARING ARRANGEMENT  
(ILLUSTRATION ONLY)**

**MONTHLY COST OF BENEFITS:**

Medical	100
Dental	120
EHC	100
Life	<u>60</u>
Total	380

**80/20 COST SHARE OF REGULAR FULL-TIME EMPLOYEE (no job share):**

	<u>EMPLOYER (80%)</u>	<u>EMPLOYEE (20%)</u>
Medical	80	20
Dental	96	24
EHC	80	20
Life	<u>48</u>	<u>12</u>
Total	304	76

**JOB SHARE:**

Where both employees elect full coverage and Employer pays equivalent of one FTE (\$304).

	<u>EMPLOYEE #1</u>		<u>EMPLOYEE #2</u>	
	<u>ER</u>	<u>EE</u>	<u>ER</u>	<u>EE</u>
Medical	40	60	40	60
Dental	48	72	48	72
EHC	40	60	40	60
Life	<u>24</u>	<u>36</u>	<u>24</u>	<u>36</u>
Total	152	228	152	228

**NOTE:** Long Term Disability costs are not a monthly set premium to a carrier, rather a fixed percentage deduction (2%) of employee earnings with benefits determined by the Collective Agreement. No variation of the contract

**LETTER OF UNDERSTANDING NO. 10**

**BETWEEN**

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

**Employee Parking**

The Parties agree to establish a joint committee three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union to examine and make mutually agreed recommendations in relation to the issue of employee parking.

This committee will research parking options, costs and availability, as well as comparable employee parking provided by other Employers located in the area.

The committee may also provide potential alternate options.

The resulting report will be provided to the Employer and the Union.

If the committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented during the term of the Collective Agreement upon ratification by the Police Board, the Greater Victoria Labour Relations Association and the Union.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 22<sup>nd</sup> day of February, in the year 2021, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**



\_\_\_\_\_  
Mayor Lisa Helps  
Victoria & Esquimalt Police Board



\_\_\_\_\_  
Colin Watson  
Deputy Chief Constable  
Victoria Police Department



\_\_\_\_\_  
Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



\_\_\_\_\_  
John Burrows  
President, CUPE Local 50



\_\_\_\_\_  
Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50

**LETTER OF UNDERSTANDING NO. 11**

BETWEEN

**THE VICTORIA POLICE BOARD**  
(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

**Community Engagement – Hours of Work**

The Parties recognize the changing needs of police services in providing services to the public. Therefore the Parties agree to establish a joint committee consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union to discuss the type of schedules best suited to the work, taking into account the interests of the Employer, the Union and the incumbent.

If the committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented during the term of the Collective Agreement upon ratification by the Police Board, the Greater Victoria Labour Relations Association and the Union.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 22<sup>nd</sup> day of February, in the year 2021, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**



Mayor Lisa Helps  
Victoria & Esquimalt Police Board



Colin Watson  
Deputy Chief Constable  
Victoria Police Department



Kris Kosich  
Human Resources Manager  
Victoria Police Department

**FOR THE UNION**



John Burrows  
President, CUPE Local 50



Kyle McMorran  
1<sup>st</sup> Vice President, CUPE Local 50