

Memorandum of Agreement

Between Vancouver Police Board (the "Employer")

And Teamsters, Local No. 31 (the "Union")

The parties' bargaining committees have reached the following agreement for renewal of the collective agreement, subject to ratification, as set out below:

1. All of terms of the previous collective agreement shall continue, except as expressly agreed in Appendix A to this memorandum.
2. Wage increases are retroactive to the first date of the new collective agreement, including for both active and inactive employees, including those who are no longer employed by the Employer as of date of ratification of the new Collective Agreement.
3. All other changes to the collective agreement are effective as of date of full ratification by the parties, and for clarity such changes have no retroactive effect.
4. Each bargaining committee shall recommend the approval of this agreement to their respective principals. The Union will have its principals vote on the agreement first. Once the Union's principals have voted in favour of ratifying the agreement, the Union will advise the Employer of that fact and the Employer will then have its principals (the Vancouver Police Board as Employer and the City of Vancouver as funder) vote on the Memorandum of Settlement.
5. Subject to ratification, the parties will keep the terms of the agreement confidential, and for clarity, will only disclose such terms for purposes related to ratification by their principals.
6. Upon full ratification by the parties, the Union withdraws its grievance regarding vacation proration as settled through collective bargaining.
7. Upon full ratification by the parties, the Employer will eliminate paid parking (at the Employer) for Union members working at the VPD.

Vancouver Police Board
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Teamsters, Local No. 31
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APPENDIX "A" Collective Agreement Changes

1. Term

The Collective Agreement shall have a three (3) year term ending December 31, 2022.

2. Wages

Wages will be adjusted upwards by 2% in each year, scheduled as follows:

2% on October 1, 2020

2% on January 1, 2021

2% on January 1, 2022

Wage increases are retroactive for active and inactive employees, including those who are no longer employed by the Employer as of date of ratification of the new Collective Agreement.

3. Short Term Sick Plan

The parties agree to increase the annual short term sick allotment from six (6) to eight (8) days.

Therefore, the Collective Agreement will be changed as follows:

10.1 Short Term Sick Leave Plan

- (a) Short Term Sick Leave shall be defined as the first ~~six (6)~~ **eight (8)** days of each absence due to illness or non-occupational injury and shall not include an illness or accident resulting from an illness or accident on the job for which the employee is covered by Workers' Compensation payments.

4. Vacation benefits for employees on maternity, parental, illness or injury leave

The parties agree that employees on leave for bona fide maternity, parental, illness or injury leave will receive an improvement to annual vacation benefits, by continuing to accrue their annual vacation pay and time while on these leaves, for up to 18 months. These changes mean:

- For employees on pregnancy/parental leave, extending vacation accrual for up to 18 months longer than existing entitlements
- For employees on illness/injury leave but not on WCB, extending vacation accrual for up to 17 months longer than existing entitlements
- For employees on WCB, extending vacation accrual for up to 6 months longer than existing entitlements

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The change to annual vacation accruals will begin on date of ratification only, with no accrual for leaves that may have begun prior to that date.

Therefore, the Collective Agreement will be changed as follows:

10.13 Workers Compensation

- (d) Where an employee is absent on WCB in excess of ~~one (1) year, 18 months~~, the employee's annual vacation **time and** pay shall be prorated by the period of absence that exceeds ~~one (1) year, 18 months~~ and the employee shall not accrue **such annual** vacation for the period of absence that exceeds ~~one (1) year, 18 months~~.

11.1 Vacations

- (l) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 12.4(b). **Notwithstanding the foregoing, where an employee is absent on bona fide leave to accommodate an injury or illness, the employee is entitled to continued accrual of annual vacation time and pay for up to 18 months' absence, and thereafter, the employee shall not accrue such annual vacation for the period of absence that exceeds 18 months.**

12.3 Maternity and Parental Leave

- (c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. ~~Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.~~ **Where an employee is absent on such leave in excess of 18 months, the employee's annual vacation time and pay shall be prorated by the period of absence that exceeds 18 months and the employee shall not accrue such annual vacation for the period of absence that exceeds 18 months.**

5. Leaves of absence

The parties agreed to update the leave language of the collective agreement to better align and remove conflicts with the *Employment Standards Act*.

Therefore, Clause 12 of the Collective Agreement is replaced with the following:

12. LEAVES OF ABSENCE

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12.1 Statutory Leaves

The rules and obligations for applicable statutory leaves from the *Employment Standards Act*, as amended, will apply to employees and the Employer.

12.12 Family Illness Leave

An employee upon the approval of the supervisor may use up to three (3) full paid sick leave days from the Short Term Sick Leave Plan to provide for the needs of an immediate family member (spouse, child or parent) during an illness.

12.23 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, step-child, ward, foster child, brother, sister, parent, parent-in-law, step-parent, step-parent-in-law, grandparent, grandparent-in-law, grandchild, guardian, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of bereavement leave, employees in same sex relationships as defined under Clause 9.6 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for bereavement leave without loss of pay under Clause 12.23(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 12.23(a) and 12.23(b) shall be submitted to the employee's Section Manager or designate who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under Clause 12.23(a) herein may be granted such leave when on annual vacation if approved by the Section Manager or designate. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Section Manager or designate, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 12.23(a).

12.34 Maternity and Parental Leave

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(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to maternity leave in accordance with the *Employment Standards Act*, as amended.

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~~ in accordance with the ~~maternity leave~~ *Employment Standards Act*, as amended.

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

(2) Parent Other Than Birth Mother

~~Other than an employee in (a) above, an employee who is the parent of the child~~ **Parents, including adopting parents**, shall be entitled to ~~up to thirty seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. in~~ accordance with the *Employment Standards Act*, as amended. An employee shall also be entitled to an extension of up to fifteen (15) consecutive weeks without pay immediately following the parental leave.

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

(3) Extensions - Special Circumstances

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

~~An employee~~ **Birth mothers and other parents, including adoptive parents**, shall be entitled to extend ~~the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition. Provided however, that in no case shall the combined applicable~~ maternity and parental leave exceed fifty two (52) consecutive weeks

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~~following the commencement of the leave.~~ leaves as set out in the ***Employment Standards Act, as amended.***

(b) Notice Requirements and Commencement of Leave

- ~~(1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.~~
- (12)** 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.)
- (23)** The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (36)** **Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.**

(c) Return to Work

- (14)** 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.
- (25)** 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.
- ~~(3) 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.~~

~~Return to work~~

- (3)** On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. ~~Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.~~ **Where an employee is absent on such leave in excess of 18 months, the employee's annual vacation time and pay shall be prorated by the period of absence that exceeds 18 months and the employee shall**

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not accrue such annual vacation for the period of absence that exceeds 18 months.

(d) Sick Leave

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

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (3) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their regular salary and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and

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- (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (4) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (5) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

12.45 Leave of Absence

(a) Requests for Leave of Absence

Requests for leave of absence without pay for up to one (1) year may be granted at the discretion of the Chief Constable and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value. Any employee on leave of absence shall not engage in gainful employment without prior written permission from the Employer. ~~Effective 2018, June 1, such~~ **Such** requests shall not be unreasonably denied.

(b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half (½).

(c) Leave for Writing Examinations

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

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

(d) Effect of Leave of Absence on Increment Dates

General

Leaves of absence of one-half (½) month or more shall cause postponement of increments, according to period of leave.

12.56 Jury Duty and Court Time Schedule

(a) Jury Duty and Witness Fees

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

(b) Court Time Schedule

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

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

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

Morning Session	4 hours
Afternoon Session	4 hours

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

Morning Session	7 hours
Afternoon Session	7 hours

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

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

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

Morning Session	4 hours
Afternoon Session	4 hours

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

12.67 Absence from Duty of Union Officials

- (a) The Employer agrees that where permission has been granted for up to three (3) members of the Union to leave their work stations for the purpose of settling a grievance as outlined in Clause 17 below, the said member(s) shall suffer no loss of pay for the time so spent.
- (b) Where permission has been granted for the Union's Bargaining Committee to leave their employment temporarily for the purpose of collective bargaining, such leave will be with pay provided that such costs are billed back and paid for by the Union.
- (c) ~~Effective 2018 June 01, subject~~ **Subject** to operational needs and budgetary considerations, the Inspector i/c of Human Resources or designate may approve unpaid leaves for official representatives of the Union (including Shop Stewards or other members as designated by the Union) who must transact business in connection with matters affecting members of the Union or who are engaged with other Union purposes, including but not limited to seminars and conferences related to the Union.
- (d) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.
- (e) If or when the Union joins any Central Labour body then the Employer agrees that any employee who is elected or appointed to a full-time position with such body shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such

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period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Employer.

- (f) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for the representative's regular wage or salary, and in addition, the actual cost of benefits paid by the Employer while representatives are on leave of absence. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (g) The Union shall provide an up-to-date list of Shop Stewards to the Employer upon their request as necessary.

6. Housekeeping

- a) Remove redundant language;
- b) Update class numbers, titles and pay grades in Schedule "A";
- c) Update rates of pay in Schedule "A";
- d) Effective the date of implementation of the new rates of pay, finalize the matter of the penny (\$0.01) from Schedule "A" of the 2016-2019 Collective Agreement by using existing payroll system data and practice, such that there is no cost to the Employer;
- e) Delete references to "effective" dates;
- f) Update Schedule "C" – Supplementary Leave Table;
- g) Make revisions where Clauses refer to incorrect clauses, including:
 - a. Clause 13.2 refers to 13.3(a); should be 13.1(a);
 - b. Clause 14(g) refers to 13.3(c)(ii); should be 13.3(d)(ii);
 - c. Clause 17.2 refers to 17.1(e) and 17.3 respectively; should be 17.1(d) and 17.4;
 - d. Appendix to Schedule "D" – Clause 11 refers to Clause 6.1(c)(viii), should be 6.2(viii);
- h) Renew Fleet Attendant LOU, with such changes as the Employer and Union agree are necessary to update the document.
- i) Change Clause 7.2(a) to "Section Manager or designate" from "Section Manager or the authorized representative of the Section Manager", to align to language used elsewhere in the agreement.