

Collective Agreement
Between
The Abbotsford Police Board
and
Teamsters Local Union No. 31



January 1, 2007 to December 31, 2011



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This Agreement made and entered into this 29th day of November, 2007.

BETWEEN:

THE ABBOTSFORD POLICE BOARD
(Hereinafter called the "Employer")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

ARTICLE NO. 1 COOPERATION

1.01 Cooperation

- (a) It is recognized by this Agreement to be the duty of the Employer, the Union, and the Employees to fully cooperate, individually and collectively, for the advancement of conditions, maintenance of harmonious relationships, to provide orderly relations between the Employer and its Employees, and to secure fair and prompt resolution of matters affecting the parties.
- (b) The Union, the Employer, and the Employees agree to fully cooperate in furthering the interests of policing, public safety and protecting the community represented by the Abbotsford Police Board.

1.02 Management Rights

Except as otherwise provided in this Agreement, the management, supervision, and control of the Employer's operation and the direction of the working force shall remain the exclusive function of management, provided that such management and direction does not contravene the express provisions of this agreement.

ARTICLE NO. 2 UNION RECOGNITION

2.01 Bargaining Authority

The Employer recognizes the Teamsters Local Union No. 31 as the sole bargaining agency on behalf of its Employees for which the Union is certified under the Labour Relations Code of British Columbia.



2.02 Copies of Agreement

This Agreement shall be binding upon the Employer and every Employee in the Bargaining Unit for which the Union has been certified. Within thirty (30) days of the signing of this Agreement, the Employer shall print sufficient copies of the Agreement, and shall distribute such copies to each existing Employee and to each new Employee at the time of hiring, and the cost of printing and distribution shall be shared equally between the Employer and the Union.

2.03 Conflicting Agreements

The Employer agrees not to enter into any agreement or contract with the Union's bargaining unit members, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

2.04 Bulletin Boards

The Employer will provide accessible bulletin boards at each worksite where bargaining unit members work for the posting of this Agreement and for such notices as the Union may, from time to time, wish to post. The said notices must be signed by the Union representative or his/her designate. The notices may not contain political matter unrelated to the administration of the Union. The Employer will ensure that there are no fewer bulletin boards available to the Union than exist at the time of this Agreement, subject to availability of space and by mutual agreement.

2.05 Right to Refuse to Cross Picket Line

It shall not be considered a violation of employment or cause for discipline where an Employee refuses to cross a legal picket line; however, essential services, as defined by the British Columbia Labour Relations Board, will be maintained.

2.06 Notification of Legal Picket Line

The Union shall notify the Employer as soon as possible of the existence of such legal picket line.

2.07 Disputed Goods

It shall not be a violation of employment or cause for discipline for an Employee to refuse to handle, use, receive, ship, or transport any product, materials, or equipment that has come from behind a legal picket line. It is recognized that this provision does not apply to the handling of goods which have been seized pursuant to a police investigation, or the handling of goods which are required to maintain the operation of essential services.



2.08 Controversy with Other Union

The Union agrees that, in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

2.09 No Strike or Lockout

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

2.10 Shop Stewards

The Union shall appoint or elect Shop Stewards, and shall notify the Employer, in writing, of such appointment or election. The Parties recognize that Shop Stewards have an important role in maintaining positive and stable relations in the workplace. For this reason, the Employer shall notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward. Upon written request of the Union, the Employer shall give the reasons, in writing.

Shop Stewards will be allowed time off to discuss Union business with the Employer without loss of pay provided such time off does not interfere with the operational requirements of the Employer. Shop Stewards must obtain the prior consent of their supervisor before leaving their work to attend to Union business. Consent of the supervisor will not be unreasonably withheld.

The Shop Steward may assist in:

- (a) investigating complaints and transacting business in connection with matters affecting the members of the Union;
- (b) investigating grievances and assisting any Employee whom the Steward represents in presenting a grievance in accordance with the Grievance Procedures; and
- (c) attending meetings at the request of the Employer.

Shop Stewards and Employees who are required to come in to work to attend meetings outside of regularly scheduled hours shall be paid.

2.11 Negotiating Committee

Where meetings are held with the Employer for the purpose of negotiating a revision or renewal of the Collective Agreement, up to three (3) official representatives of the Union shall have the privilege of attending such meetings without loss of remuneration or seniority. Union representatives taking part in negotiations shall not be paid for time spent in such negotiations outside regular working hours. However, Employees attending such negotiations outside of regular working hours shall receive lieu time on



an hour for hour basis to be scheduled at a mutually agreed time between the Employee and the supervisor. Employees attending such meetings who are scheduled to work a night shift on the evening before a meeting will have their shift rescheduled to the day of the meeting. Employees will not be required to work within eight (8) hours following the conclusion of a bargaining meeting with no loss in pay.

2.12 Consultation Privileges

The Employer shall provide authorized agents of the Union with access to available meeting rooms in the Police Building in order to meet with Shop Stewards and Union members or resolve disputes. Authorized agents of the Union shall also have access to all worksite premises for the purpose of inspecting conditions and ensuring compliance with this Agreement. Such visits shall not interfere with the operations or security requirements of the Employer.

2.13 Leave of Absence for Union Business

A leave of absence without pay, and without loss of seniority, shall be granted, provided such absence does not interfere with the efficient operations of the Employer for:

- (a) up to four (4) members of the Union appointed to attend official Union functions such as a convention, council, or education course, may be granted up to five (5) working days unpaid leave of absence once in each calendar year, provided the Union gives at least two (2) weeks' written notice, in advance, of the leave to the Employer;
- (b) Employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
- (c) Employees called by the Union to appear as witnesses before an arbitration board or the BC Labour Relations Board.

When leave without pay is granted it shall be given with basic pay and the Union shall reimburse the employer for salary. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Section. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.14 Soliciting by Union Members

The Union and the Employer agree that Employees shall not solicit individual members of the Police Board and/or Council in respect to rates of pay, working conditions, or any other matter covered by this Agreement, during the term of this Agreement; nor shall individual members of the Police Board and/or Council discuss such matters with Employees during the term of this Agreement.



ARTICLE NO. 3 UNION MEMBERSHIP

3.01 Union Membership

All Employees of the Employer covered by this Agreement shall, as a condition of continuing employment, become and remain a member of the Union, in good standing, save as hereinafter expressly provided, within one (1) month of employment with the Employer.

3.02 Dues Check Off

The Employer shall provide each new Employee with Union application forms for the purpose of becoming a Union member, and the Employee shall sign an Authorization Card authorizing the Employer to deduct from the Employee's earnings Union initiation fees, Union dues, and other charges levied in accordance with the Union Constitution and By-laws. The Employer shall remit all deductions to the Union not later than the 15th day of the month following.

Any Employee failing or refusing to comply with this Article, except where protected by legislation or law, shall be removed from the workplace at the Union's request and precluded from working until in compliance.

3.03 New Employees

New Employees shall be acquainted with the fact that a Union Agreement is in effect, and will be introduced to a Shop Steward. New Employees will attend an orientation meeting to be held quarterly with Management, a Union representative and Shop Steward(s).

ARTICLE NO. 4 DEFINITION OF EMPLOYEE STATUS

4.01 "Regular" shall mean an Employee who has successfully completed the probationary period.

4.02 "Full-time" shall mean an Employee who is employed for work which is of a continuous, full-time nature as provided for in Article 10.

4.03 "Casual" shall mean an Employee who is scheduled as required for on call work with no guarantee of hours.

4.04 "Probationary" shall mean an Employee who is serving a probationary period as defined below:

- (a) The probation period for a Full-time Employee shall be the first six (6) months employed.



- (b) The probation period for casual Employees shall be nine hundred and ten (910) hours worked for Employees in classifications in Schedule "A" and one thousand and forty (1,040) hours worked for Employees in classifications in Schedule "B".
- (c) No Employee shall be required to serve more than one (1) probation period, except where an Employee terminates employment with the Employer and is rehired at a later date.
- (d) The probation period may be extended with the mutual consent of the Union and the Employer.
- (e) During the probation period the competence and suitability of the Employee shall be determined at the sole discretion of the Employer. A probationary Employee may be terminated at any time during the probation period, without notice, if the Employer does not find the Employee competent and suitable for employment.
- (f) A probationary Employee shall have no seniority rights until completion of the probation period.

4.05 "Temporary" shall mean an Employee who is hired for a fixed period of time, with a pre-determined end date, for a period not exceeding six (6) calendar months. The period of employment may be extended beyond six (6) months by mutual agreement between the Union and the Employer. The time limit for temporary Employees shall not apply where an Employee is hired as a result of a temporary vacancy due to pregnancy/parental leave, WorkSafe BC leave, sick leave, or other approved leave.

4.06 "Student" shall mean a student employed in any Federal or Provincial program.

- (a) Students shall be paid the wages set out in the conditions governing such program.
- (b) Students employed under this Section shall not be used to replace or reduce the hours of any full-time or casual Employee.
- (c) Students hired for recognized education co-op programs, work experience programs, or specialized projects for which grant funding is not available, but which the Parties agree are within the intent of this Article, shall be deemed student Employees.



ARTICLE NO. 5 GRIEVANCE/ARBITRATION PROCEDURE

5.01 Disputes

Any complaints arising from the workplace shall first be discussed with the Employee's immediate supervisor.

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or alleged violation thereof, there shall be no stoppage of work on account of such difference, and the dispute shall be adjusted in accordance with the following procedure.

5.02 Procedural Steps - Grievance

Step One

Any grievance of an Employee shall first be discussed between such Employee and the immediate supervisor or with another supervisor or manager as directed by management. Time limit to initiate grievance:

- (i) termination or lay off - within twenty one (21) calendar days following the occurrence giving rise to the grievance;
- (ii) all other grievances - within thirty (30) calendar days following the occurrence giving rise to the grievance.

The Employee may be accompanied by a Shop Steward.

Step Two

Failing settlement under Step One, the grievance shall be submitted, in writing, to the Branch Manager within fourteen (14) calendar days of the meeting with the immediate supervisor at Step One. The Branch Manager shall meet with the aggrieved Employee and Union Representative and/or Shop Steward and shall give his/her decision, in writing, within fourteen (14) calendar days of receipt of the notice advancing the grievance to Step Two.

Step Three

Failing settlement under Step Two, the grievance shall be referred to the Human Resources Manager, in writing, within fourteen (14) calendar days following receipt of the decision of the Branch Manager at Step Two. The Human Resources Manager, and up to two (2) management representatives shall meet with the aggrieved Employee and up to three (3) representatives, who may be Union Representatives and/or Shop Stewards, and shall give his/her decision within fourteen (14) calendar days of receipt of the notice referring it to Step Three.



5.03 Arbitration Procedure

- (a) Failing settlement under Step Three, either Party may give written notice to proceed to arbitration within twenty-eight (28) calendar days following the meeting at Step Three. Either Party shall notify the other, in writing, of the name of its chosen representative on the Arbitration Board. After receiving such notice, the other Party shall, within seven (7) calendar days, appoint its representative on the Arbitration Board and give notice of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select a third member within seven (7) calendar days from the appointment of the last representative, either Party may request the Director of the Collective Agreement Arbitration Bureau to appoint a Chairman. The costs of the representatives will be borne by the respective Parties. The costs of the Chairman will be borne equally between the Parties.

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure, except by mutual agreement of the Parties.

- (b) The Parties may refer the matter, by mutual agreement, to a single Arbitrator. The costs of the Arbitrator will be borne equally by the Parties.

5.04 Time Limits

- (a) Time limits under the Grievance Procedure may be extended by mutual consent of the Parties and confirmed in writing.
- (b) Time limits under the Grievance Procedure shall be calculated from the date of return to work for employees absent due to illness or injury.
- (c) Arbitrators appointed in accordance with Article 5.03 shall have the authority to relieve against any breach of time limits contained in Article 5.

5.05 Union/Employer Grievance

The Union or the Employer may initiate a grievance beginning at Step Three of the Grievance Procedure. Such grievance will be submitted within fourteen (14) calendar days of the occurrence giving rise to the complaint. If the complaint is not settled within twenty-eight (28) calendar days of the occurrence giving rise to the complaint, either the Employer in the case of an Employer grievance or the Union in the case of a Union grievance may refer any such grievance to arbitration according to the grievance and arbitration procedures contained in this Agreement.



ARTICLE NO. 6 DISMISSAL, SUSPENSION AND DISCIPLINE

6.01 Disciplinary Action

- (a) All disciplinary action generated by the Employer including verbal warnings, letters of reprimand, written censures, and letters of suspension shall be for just cause. Such disciplinary action shall be in writing and shall be given to the Employee and the Union within fourteen (14) calendar days of the disciplinary action taken by the Employer. If this procedure is not followed, such disciplinary action shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. Should an Employee dispute any such entry on his/her file, then he/she shall be entitled to recourse through the Grievance Procedure. The Employer agrees not to introduce as evidence at any hearing any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing.

- (b) The disciplinary infractions of any Employee shall not be used against him/her at any time after eighteen (18) months following disciplinary action provided there are no other disciplinary infractions during that period.

6.02 Personnel File

An Employee or Union Business Agent, or his/her designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The Employee or the representative, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

6.03 Right to Have Shop Steward Present

An Employee may choose to have his/her Shop Steward present at any discussion with supervisory personnel, which involves discipline or where the supervisor reasonably anticipates that discipline could result from the discussion. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken. Where there is no Shop Steward on duty at the time of the meeting and an undue delay of the appropriate action being taken would result, the Employer will attempt to notify a Shop Steward or Union Representative to arrange for representation. If representation is not available the Employer will take steps as it deems necessary in the absence of representation which may include suspending the Employee until representation is available. This Section shall not apply to those discussions that are of an operational or investigative nature and do not involve disciplinary action.



ARTICLE NO. 7 SENIORITY

7.01 Seniority Defined

Seniority is defined as the total length of service in the Bargaining Unit including bargaining units for which the Employer is a successor and, except as otherwise specifically provided for in this Agreement, shall continue to accrue.

Casual Employee seniority shall be pro rated based on hours worked and, where there is a transfer between casual and full-time positions, seniority shall be determined on a pro rated basis on the regular annual hours for the full-time position being transferred to or from. When casual Employees are promoted or accepted to regular full-time positions, their seniority shall be calculated by dividing the total number of hours worked by either 1820 and/or 2080 (whichever is applicable) to establish the equivalent years of service for the purpose of establishing seniority. This pro rated seniority date for casual Employees shall also be applicable for vacation entitlement purposes.

7.02 Seniority Lists

The Employer shall maintain an up-to-date list showing the seniority for all Employees. The seniority list will also provide the total accumulated hours for each casual Employee. This list will be posted every fourth (4th) pay period.

7.03 Seniority Lost

Seniority shall be lost for the following reasons;

- (a) voluntary severance of employment;
- (b) if twelve (12) months have elapsed from the date of layoff for Employees with less than one (1) year of service;
- (c) if twenty-four (24) months have elapsed from the date of layoff for Employees with one (1) or more years' service;
- (d) if discharged for just cause and not reinstated through the grievance or arbitration procedure;
- (e) casual Employees, if on a regular basis, they do not make themselves available for work except for periods when an Employee is on an approved leave of absence;
- (f) failing to return to work following a lay off within thirty (30) calendar days of being notified in accordance with the provisions of Article 9.02 of this Agreement;
- (g) failing to return to work within ninety (90) days following receiving an honourable discharge from service with the Canadian Armed Forces during a national emergency;



- (h) failing to return to work following a leave of absence provided in accordance with Article 17 of this Agreement;
- (i) Employees with at least one (1) year's service, if three (3) years have elapsed from date of commencement of absence due to a bona fide sickness or injury attested to by a qualified medical practitioner.

7.04 Seniority While Outside Bargaining Unit

- (a) When an Employee covered by this Agreement accepts a position outside the Bargaining Unit he/she shall retain his/her seniority within the Bargaining Unit and his/her job in the Bargaining Unit will be held for a maximum of ninety (90) calendar days. The Employer agrees to advise the Union, in writing, whenever an Employee has been temporarily transferred from the Bargaining Unit to a non-union position.
- (b) At the end of the ninety (90) calendar days period, the Employee must exercise his/her seniority rights by returning to his/her former job or relinquish all such seniority rights. Should the Employee return to the Bargaining Unit, he/she must remain within the Bargaining Unit for a minimum period of one hundred twenty (120) calendar days prior to accepting work outside the Bargaining Unit. If the Employee's previous position is discontinued when he/she is returned to the Bargaining Unit the Employee shall exercise his/her seniority in accordance with Article 9 of this Collective Agreement.
- (c) The period of ninety (90) calendar days referred to in this Section may, with the consent of the Employee, the Employer and the Union, be extended to a maximum of one hundred eighty (180) calendar days.

ARTICLE NO. 8 STAFF CHANGES

8.01 Staff Changes

- (a) In making promotions, demotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and, where two (2) or more Employees are capable of fulfilling the duties of the position, seniority with the Employer shall be the determining factor.
- (b) An Employee who is the successful applicant for a higher-rated position shall be considered to be serving a trial period of ninety (90) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to his/her previous position.
- (c) An Employee who is the successful applicant for an equal or lower-rated posted position shall be considered to be serving a trial period of not more than ninety (90) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to his/her previous position.



- (d) The return to an Employee's previous position during the Employee's trial period pursuant to (b) and (c) above will result in all subsequent placements, which were occasioned by the initial placement, being returned to their previous positions.
- (e) Where a probationary Employee accepts a position other than the position the Employee was hired for, the probationary period for the new position will be ninety (90) days worked and the initial probationary period is deemed to recommence.

8.02 Job Posting

It is agreed that, before filling any full-time or temporary position within the scope of this Agreement, notice thereof shall be posted at every job site and on the intranet for a period of ten (10) full calendar days before the posting process is closed and during which all interested Employees may submit an application to Human Resources. The posting shall contain the following information: nature of position, required qualifications, knowledge, skills and abilities, wage rate or salary range, hours of work per week and whether the position is subject to shift work. All qualified Union applicants shall be interviewed before other applicants are considered. It is agreed between the Parties that a vacancy or new position can be filled by a Temporary Employee in the interim.

8.03 Opportunity to Apply for Job Postings

- (a) Where an Employee is absent from work due to illness, vacation, or any other approved absence, they may request their Supervisor, a Human Resources representative, or another Employee of their choosing to enter their name for postings that may arise during their absence.
- (b) Employees applying for positions while absent from work, as specified in (a) above, must make themselves available to participate in the selection process and, if successful, must be able to start in the new position upon the effective date for that position.
- (c) The selection process will not include testing for those Employee applicants who are currently, or have in the past one (1) year, performed the duties of the position being applied for, it being understood that experience in the job being applied for is a minimum of six months.

The Employer recognizes that any Employee applicants, who have performed the duties of the position being applied for in the last year for a minimum of six months ("6/12 Employee"), will have the option to either use valid test scores or only to participate in the interview and suitability portion of the competition.

In the event that the 6/12 Employee is not the successful candidate, the remaining applicants shall participate in the full selection process.



- (d) The Employer shall permit Employees to make themselves available for testing, at their request, in order to become qualified for future job postings. Upon successful completion of such testing, the test results shall remain valid, for consideration of job competitions, for a period of one year.

8.04 External Applicant

The Employer shall not appoint an external applicant unless the internal competition does not identify a qualified person.

8.05 Union Notification

The Union will be notified, in writing, of all appointments, promotions, transfers, or demotions.

8.06 Employee Notification

The Employer shall notify all applicants who apply for any posting, the status of their application as soon as is reasonably possible after the closing date of the posting.

8.07 Temporary Transfer

The Employer may assign an Employee to work outside of the scope of their posting on a temporary basis, when necessary due to operational requirements, for up to thirty (30) calendar days.

Where an Employee is assigned work by the Employer in a higher wage classification, the higher wage shall prevail for the hours worked in the higher classification providing the Employee is performing the core duties of the position.

ARTICLE NO. 9 LAY OFF AND RECALL

9.01 Lay off and Recall Procedure

- (a) In the event of a lay off of full-time Employee(s) due to a planned or predetermined reduction in work, the Employer shall notify Employees who are to be laid off twenty-one calendar days prior to the effective date of lay off. If the Employee(s) have not had the opportunity to work the days, as provided in this clause, they shall be paid for the days for which work was not made available.
- (b) In all cases of lay off, however caused, the following order of lay off will be followed:
- (i) Employees with the least service in the classifications affected shall be the first laid off, provided, however; that Employees with special skills



may be retained to fill classifications requiring special skills regardless of length of service.

- (ii) Employees laid off in accordance with (i) above shall be given the opportunity to displace the least senior Employee in a classification they have previously held who has less seniority than them, subject to demonstrating to the Employer the required skills, knowledge and ability to perform the job.
- (iii) Employees laid off in accordance with (i) and (ii) above shall be given the opportunity to displace the least senior Employee in a classification who has less seniority than them provided they are qualified to perform the job.
- (iv) Employees affected by lay off notice or who are subsequently displaced by laid off Employees must exercise their seniority rights within seven (7) calendar days of being so notified.
- (v) Laid off Employee(s) shall not be restricted from bumping into or being recalled to higher rated positions.

(c) Call Down List

Full-time Employees laid off in accordance with the provisions of Clause 9.01 shall be called to work in order of seniority before casual Employees are called to work. Laid off full-time Employees called to work shall not be required to accept such call if it is for a period of less than ten (10) consecutive shifts.

(d) Recall Procedure

Employees eligible for recall shall be recalled to work in the reverse order of their lay off to positions which in the opinion of the Employer they are qualified to perform.

Employees shall be notified of recall by double registered mail at their last known address and shall be given seven (7) days' notice of recall to inform the Employer of their intentions. It shall be the responsibility of Employees on lay off to keep the Employer informed of their current mailing address and telephone number.

9.02 Severance Pay

- (a) A regular Employee who has received written notice of lay off shall, within seven (7) working days, elect to exercise his/her seniority rights for bumping purposes or accept lay off.
- (b) If the Employee accepts lay off he/she shall, within thirty (30) calendar days from the effective date of lay off, elect to either retain seniority right of lay off and recall or accept severance pay.



- (c) Upon acceptance of severance pay, all seniority rights and rights of recall under the Agreement are terminated, or upon acceptance of retention of seniority rights of lay off and recall, all rights to severance pay under these provisions are terminated.
- (d) Entitlement to, and severance pay for each regular Employee will be as follows:
 - (i) three (3) days' pay for each year of service up to and including five (5) years of service;
 - (ii) five (5) days' pay for each year of service after five (5) years of service;
 - (iii) the maximum number of days' pay for severance will be ninety (90) days' pay.
- (e) Casual service shall be calculated on a pro-rata basis.
- (f) Salary upon which severance pay is calculated shall be based on the Employee's salary at the effective date of his/her termination.
- (g) It is mutually agreed that the above provisions do not apply in cases of temporary lay off or discharge for just cause.

ARTICLE NO. 10 HOURS OF WORK

10.01 Work Hours/Days/Week - Schedule "A" Full-time Employees

For Schedule "A" full-time Employees, the regular work day shall be seven (7) consecutive hours, not counting the lunch break, and the regular work week shall be five (5) consecutive days, Monday to Friday, inclusive.

10.02 Work Hours/Days/Week - Schedule "B" Full-time Employees

For Schedule "B" full-time Employees, the regular work day shall be eight (8) consecutive hours, not counting the lunch break, and the regular work week shall be five (5) consecutive days, Monday to Friday, inclusive.

10.03 Daily/Weekly Guarantee

- (a) Full-time Employees who report for work on a regular schedule shall be paid not less than:
 - (i) Schedule "A" - seven (7) hours pay per day and thirty-five (35) hours pay per week;
 - (ii) Schedule "B" - eight (8) hours pay per day and forty (40) hours pay per week.



10.04 Work Hours/Days - Casual Employees

Casual Employees shall be scheduled as required for up to eleven and one-half (11.5) consecutive hours per day, not including lunch breaks, and ninety two (92) hours per pay period. Casual Employees shall be entitled to two (2) consecutive days of rest two (2) times per pay period. Casual Employees who work four (4) consecutive eleven and one-half (11.5) hour shifts shall be entitled to four (4) consecutive days of rest.

10.05 Hours of Work

(a) Regular Hours of Work

Subject to paragraph (b) the regular hours of work of Schedule "A" and "B" Employees shall be scheduled between 8:00 a.m. and 5:00 p.m., or 8:00 a.m. and 6:00 p.m., respectively.

(b) Irregular Hours of Work

Except where otherwise provided in this Agreement, where the nature of a department, division of a department, or occupation requires daily hours of work outside of the regular hours of work in (a) above, hours may be scheduled outside of the regular hours in (a) above with the agreement of the Parties, and neither Party shall be unreasonable in the operation of this clause.

10.06 Irregular Work Hours/Days/Week

Except where otherwise provided in this Agreement, where the nature of a department, division of a department, or occupation requires a six (6) or seven (7) day per week operation, the normal work day shall not exceed seven (7) or eight (8) consecutive hours of work and the normal work week for full-time and temporary Employees in such operations may be any five (5) consecutive days with two (2) consecutive days of rest with the agreement of the Parties, and neither Party shall be unreasonable in the operation of this clause.

10.07 Special Shift

A special shift shall be defined as the regularly scheduled number of hours in a 24-hour period commencing at a time other than 8:00 a.m., providing the shift continues for two (2) consecutive days. If an Employee does not work five (5) consecutive days and, because of the difficulties of changing back to a regular shift does not work thirty-five (35) or forty (40) hours in the week, the Employer agrees to guarantee a 35- or 40-hour week. Any Employee required to work a special shift shall be paid a shift differential of 6% an hour for each hour worked outside of the regular hours of work as noted in clause 10.05(a). Except in times of emergencies, 48 hours notice shall be given before change of a regular shift. This provision does not provide for the changing of a 35-hour to a 40-hour work week, or vice versa.



10.08 Shift Premium

For any hours required by the Employer to be worked between 6:00 p.m. and 7:00 a.m., other than during a special shift, the Employee shall be paid 6% per hour bonus, provided that overtime rates do not apply during such hours. Overtime rates, as stipulated in Article 12, shall be paid when the Employee has completed the regularly scheduled number of hours worked.

10.09 Cancelled Shifts

Full-time and casual Employees shall be notified sixteen (16) hours in advance of the cancellation of a scheduled shift and twelve (12) hours in advance of cancellation of an overtime shift, except where work is not available due to emergencies or adverse weather conditions. If such advance notice is not given a minimum of three (3) hours pay shall be paid to Employees who are scheduled to work either seven (7) or eight (8) hours or five (5) hours pay for Employees who are scheduled to work eleven and one-half (11.5) hours at the Employee's regular rate of pay.

10.10 Minimum Hours

Where a casual Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of three (3) hours, and in the event the Employee commences work, a minimum of five (5) hours shall be paid.

ARTICLE NO. 11 MEAL AND REST BREAKS

11.01 Schedule "A" Employees Meal Period

Schedule "A" Employees shall, except by mutual agreement between the Parties hereto, take one (1) continuous period for meals of not more than thirty (30) minutes, unpaid.

11.02 Schedule "B" Employees Meal Period

Schedule "B" Employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not more than thirty (30) minutes, unpaid.

11.03 Rest Breaks

All Schedule "A" and "B" Employees shall be entitled to one paid break of fifteen (15) minutes during both the first half and second half of any shift.



11.04 Rest Break Prior to Overtime

When a Schedule "A" or Schedule "B" Employee is required to work in excess of their regular working hours, such Employee may be entitled to an unpaid break of fifteen (15) minutes before commencing overtime work, subject to the operational requirements of the Employer.

11.05 Time Off for Meal Break

Where an Employee is required to work in excess of two (2) hours overtime in conjunction with his/her regular shift, he shall, at the end of two (2) hours overtime worked, be entitled to paid time off, not to exceed one-half hour, for the purpose of eating. An additional 15-minute paid break shall be provided after each continuing two (2) hours worked.

ARTICLE NO. 12 OVERTIME

12.01 Overtime Provisions

Employees who are authorized or required to work overtime shall be paid overtime rates of wages as follows:

- (a) all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week for Schedule "A" Employees and eight (8) hours per day or forty (40) hours per week for Schedule "B" Employees on any shift shall be deemed overtime.
- (b) all overtime must be either scheduled or authorized, in advance, by the Employer.
- (c) overtime shall be paid or accumulated in lieu of overtime pay on the following basis:
 - (i) time and one-half for the first (1) hour and double time thereafter for hours worked in excess of the work day;
 - (ii) time and one-half for the first four (4) hours worked on the first rest day;
 - (iii) double time for hours worked after the first four (4) hours on the first rest day and at any time on the second rest day.

12.02 Assignment of Overtime

Overtime shall be assigned to Employees as follows.

- (a) Callout for overtime for four (4) hours or more:



Where overtime is for four (4) hours or more, it shall be offered in order of seniority to Employees whose regular schedule does not conflict with the overtime to be worked in the following order:

- (i) full-time Employees in the classification where overtime work is to be performed;
- (ii) full-time Employees in other classifications in the section that requires the work to be performed, provided they are qualified to perform the work;
- (iii) casual Employees in the section who are qualified to perform the work who are in an overtime situation.

Where no one accepts the work offered in (i), (ii) and (iii) above, it will be assigned in reverse seniority in the following order:

- (i) casual Employees in the section who are qualified to perform the work who are in an overtime situation;
- (ii) full-time Employees in (i) or (ii) above, provided they are qualified to perform the work.

(b) Overtime contiguous with a shift:

Where overtime is required immediately before or after a shift and is for less than four (4) hours it shall be offered in order of seniority in the following order, to:

- (i) full-time Employees in the classification on the shift that requires the work;
- (ii) full-time Employees in other classifications scheduled on the same shift in the section that requires the work, provided they are qualified to perform the work;
- (iii) casual Employees scheduled on the same shift in the section that requires the work, provided they are qualified to perform the work.

Where no one accepts the work offered in (i), (ii) and (iii) above, it will be assigned reverse seniority in the following order:

- (i) casual Employees scheduled on the same shift who are qualified to perform the work,
- (ii) full-time Employees in (i) or (ii) above provided they are qualified to perform the work.

Employees shall not be required to work more than twelve (12) hours in a day if their regular scheduled shift is less than ten (10) hours or more than sixteen (16) hours in a day if their regular scheduled shift is ten (10) hours or more.



No Employee will be required to work more overtime hours than the equivalent number of hours in their regular scheduled shift in a calendar month until all qualified Employees who are more senior to them have been required to work overtime hours equal to the equivalent number of hours in their regular shift. Casual Employees' regular shift shall be deemed to be eleven and one-half (11.5) hours for the purposes of this clause. When all Employees have been required to work the number of overtime hours equivalent to their regular shift the most junior Employee shall be required to work all mandatory overtime thereafter.

12.03 Banked Overtime

- (a) Regular full-time Employees may choose to take overtime either in pay or time off. Banked overtime shall be credited in terms of hours and, when taken as time off, shall be subject to the formula described in (d) of this provision. An Employee will be allowed to accumulate the equivalent of ten (10) working days, per calendar year, as follows:

Schedule "A" Employees - seventy (70) hours;

Schedule "B" Employees - eighty (80) hours.

When the maximum accumulation has been reached, the Employee must take the time off before further time off can be accumulated. Banked overtime accumulated must be taken between January 1st of the current year and April 30th of the following year.

- (b) Banked overtime does not take priority over vacation periods.
- (c) Time off shall be taken at the Employer's discretion. Employees' requests for time off shall be made, in writing, at least fourteen (14) days in advance of the anticipated leave date. Where there are more Employee requests for time off than can be accommodated by the Employer at one time, seniority shall be the deciding factor for granting leave. Time off for less than one day, in increments of one hour, may be requested at any time and may be approved subject to operational requirements.
- (d) In the event that an Employee works in more than one classification during the course of a year, the Employer and the Union agree that overtime taken in time off should be taken at the same rate as applied when banked.

Employees may convert hours in the overtime bank into cash. Payment shall be made at the same time as the Employee receives his/her regular pay cheque. Conversion of hours may occur at any time and must be for a minimum of twenty-five (25) hours per occurrence or the balance of the overtime bank if less than twenty-five (25) hours.



12.04 Call Out

Where an Employee has left his/her normal place of employment after completing his/her regular scheduled hours and is called out to work the Employer agrees to pay the Employee for a minimum of four (4) hours at overtime rates.

12.05 Pyramiding of Overtime

There shall be no pyramiding of overtime. This shall be defined as any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis.

ARTICLE NO. 13 PAYMENT OF WAGES

13.01 Paid for Time

Employees shall be paid for all time spent in the service of the Employer, from the moment they report for duty until they are released from duty and in accordance with the provisions of this Collective Agreement, except as modified by agreement between the Union and the Employer.

The Employer will only make deductions from an Employee's pay cheque that are authorized by statute, this Collective Agreement or the Employee's written authorization.

13.02 Pay Period

Employees shall be paid in accordance with current Abbotsford payroll policies and shall receive their pay by direct deposit on a bi-weekly basis and a pay advice statement indicating all sources of pay and earnings, including rate of pay, overtime hours, all banked and credited hours, and details of all deductions.

13.03 Separation of Employment

Upon discharge, the Employer shall pay, within two (2) working days of such discharge, all money due to the Employee. Upon quitting, the Employer shall pay all money due to the Employee on or before the pay day following the quitting. The Employer will provide a Record of Employment within seven (7) working days of termination of employment.

13.04 Regular Wage Rates

The regular rates of wages shall be those set out in Schedules "A" and "B", hereunto annexed and forming part of this Agreement.



13.05 Pay Rates When Changing Classifications

Where an Employee changes classifications as set forth in Schedule "A" and "B", the rate of pay shall be the increment in the salary range of the new classification that provides an increase from the Employee's current rate of pay, unless the Employer authorizes a higher starting rate.

13.06 Pay for Temporarily Working in a Different Classification

Assignment of Employees to different classifications must be authorized by the appropriate manager.

An Employee assigned the core duties of a higher wage classification for cumulative periods of greater than one hour in a day shall be paid the minimum rate in the scale for the higher classification for all time worked in the higher classification. If the Employee's regular wage is equal to or exceeds the minimum wage of the higher classification the next higher rate in the pay range of the senior position shall be paid.

An Employee assigned the duties of a lower wage classification shall be paid his/her regular rate of pay for all time worked in the lower classification.

13.07 Payment of Salary Increments

Payment of salary increments shall be made at intervals of 12 months, or equivalent hours worked for casual Employees, with the first interval commencing 12 months from the date of assignment and not 12 months from the anniversary date of his or her employment by the Employer. It is understood that hours worked in a lower rated classification do not apply as hours worked in a higher classification for the purpose of qualifying for incremental increases.

The Employer shall provide, upon request of each Employee, the number of hours worked towards their next increment.

13.08 Employee Training

- (a) Employees training for positions outside of their own classification shall be paid their regular wage rate during the training period.
- (b) Employees attending training offered by the Employer shall be provided time off without loss in pay to attend such training.
- (c) Employees attending training offered by the Employer on a scheduled day of rest shall not be entitled to overtime pay but shall receive a day off in lieu to be taken at a mutually agreed time.
- (d) Employees attending mandatory training required by the Employer on a scheduled day of rest shall be entitled to overtime as per Article 12.



13.09 Employee Trainer

An Employee Trainer may be assigned by a manager to train another Employee. In such instances the senior Employee on the shift and/or work group where the training is to occur shall be assigned as the Employee Trainer, if in the opinion of the Employer, they are qualified. The Employee Trainer shall receive a premium of \$1.00 per hour for all time spent training. It is understood that the Employer shall determine the content of the training program and the length of the training period. The Employee Trainer will complete a performance review as required.

13.10 Membership Fees

The Employer shall pay fees for membership in associations where such membership is required in the class specification.

13.11 Shortfall or Overpayment

The Employer agrees that, should an Employee's pay cheque reflect a shortage as a result of an internal error, a cheque for the estimated difference shall be prepared within three (3) working days of the matter having been brought to the attention of the Employer; however, this clause shall not apply where the shortage is for a period of five (5) hours or less. In such instance, the shortage shall be included on the next pay period.

Should an Employee's pay cheque reflect an overpayment as a result of an internal error, the monies shall be recouped on the next paycheque following the discovery of the overpayment. The Employer agrees that any overpayment exceeding \$100 shall be recouped over four (4) successive pay periods provided all pay periods fall within the same calendar year.

13.12 Pay For Acting in Exempt Positions for Thirty (30) Days or Less

Appointments of Employees to a level of higher responsibility must be authorized by the appropriate manager.

An Employee who accepts a temporary appointment for thirty (30) days or less to carry out the responsibilities and duties of an exempt staff member shall be compensated at a rate of ten (10) percent above the Employee's regular wage. Employees affected by this clause are subject to the conditions set out in Article 7.04, except the provisions of the one hundred and twenty (120) day period between appointments shall not apply.

Employees acting in exempt positions in accordance with this clause will not participate in meetings with other members of the Bargaining Unit that are disciplinary in nature.



ARTICLE NO. 14 STATUTORY/PAID HOLIDAYS

14.01 Holidays

- (a) All full-time Employees shall have the following Statutory/Paid Holidays off, with pay, at the Employee's regular rate of pay:

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

and any other day proclaimed by the Federal, Provincial or Municipal governments.

- (b) Casual and temporary Employees will receive a percentage in lieu of Statutory/Paid Holiday pay in accordance with Article 19.07.

14.02 Entitlement to Statutory/Paid Holidays

- (a) For the purpose of 14.01 above, all new full-time Employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory/Paid Holiday.
- (b) If a Statutory/Paid Holiday, or any other day proclaimed by the Federal, Provincial or Municipal government, falls on, or is observed during, an Employee's vacation period, he/she shall be granted an additional day's vacation for each such Statutory/Paid Holiday in addition to his/her regular vacation entitlement, at a time as mutually agreed.
- (c) Any full-time Employee on paid sick leave or leave of absence with pay shall also be entitled to the Statutory/Paid Holiday with pay.
- (d) Employees absent by reason of leave of absence without pay, lay off, Workers' Compensation, EI sick leave benefits, long term disability, discharge, suspension, or resignation from employment effective on a Statutory/Paid Holiday, shall not be entitled to Statutory/Paid Holiday pay.

14.03 Overtime Pay on a Statutory/Paid Holiday

- (a) Schedule "A" full-time Employees shall be paid double time for hours worked on a Statutory/Paid Holiday in addition to any Statutory/Paid Holiday entitlement as defined in 14.01 (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.



- (b) Schedule "B" full-time Employees shall be paid time and one-half for hours worked on a Statutory/Paid Holiday in addition to any Statutory/Paid Holiday entitlement as defined in 14.01(a) above of this Article, except as otherwise provided in the Agreement or by mutual consent of the Parties.
- (c) Casual Employees shall be paid time and one-half for hours worked on a Statutory/Paid Holiday.
- (d) Where an Employee is required to work a shift which commences on the day previous to a Statutory Holiday and such shift finishes on a Statutory Holiday, the Employee shall receive compensation at the rate of straight time in pay for all hours worked on such shift. Hours of such shift which fall on the Statutory Holiday shall not be considered time worked on the statutory holiday.
- (e) Where an Employee is required to work a shift which commences on a Statutory Holiday and such shift finishes on the day following the Statutory Holiday, all of the hours worked on such shift shall be considered time worked on the Statutory Holiday.

14.04 Holiday Observance

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or any other day, as mutually agreed between the Parties, shall be deemed to be holidays for the purpose of this Agreement. When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off, with pay, at a time mutually agreed upon between the Employee and the Employer.

ARTICLE NO. 15 VACATION

15.01 Annual Vacations

- (a) "Calendar Year", for the purpose of this Agreement, shall be the period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of service, for any reason, adjustment will be made by payment of earned and unused vacation up to and including the last day worked or deduction of any overpayment of vacation. Such adjustment will be made on the Employee's final pay.



15.02 Vacation Entitlement

(a) Full-time Employees shall be granted paid annual vacation as follows:

<u>Calendar Years of Service</u>	<u>Entitlement</u>	<u>Percentage for casual Employees w/benefits</u>
(a) 1 st calendar year	10 working days	4.0%
(b) 2 nd calendar year	12 working days	4.8%
(c) 3 rd calendar year	15 working days	6.0%
(d) 4 th calendar year	16 working days	6.4%
(e) 5 th calendar year	17 working days	6.8%
(f) 6 th calendar year	18 working days	7.2%
(g) 7 th calendar year	19 working days	7.6%
(h) 8 th calendar year	20 working days	8.0%
(i) 9 th calendar year	21 working days	8.4%
(j) 10 th calendar year	22 working days	8.8%
(k) 11 th calendar year	22 working days	8.8%
(l) 12 th calendar year	23 working days	9.2%
(m) 13 th calendar year	23 working days	9.2%
(n) 14 th calendar year	24 working days	9.6%
(o) 15 th calendar year	24 working days	9.6%
(p) 16 th calendar year	25 working days	10.0%
(q) 17 th calendar year	26 working days	10.4%
(r) 18 th calendar year	27 working days	10.8%
(s) 19 th calendar year	28 working days	11.2%
(t) 20 th calendar year	29 working days	11.6%
(u) 21 st calendar year	30 working days	12.0%
(v) 22 nd and each subsequent year	31 working days	12.4%

(b) Full-time Employees who are eligible for vacation in accordance with this Article from the date of hire shall receive pro-rated vacation in their first year of employment.

(c) Payment for vacation shall be at the Employee's rate of pay as at the time he/she takes vacation.

15.03 Time Worked for Calculating Vacation Leave

The following shall be considered as time worked in calculating an Employee's calendar years of service and determining vacation leave:

- (a) any period of paid authorized leave;
- (b) sick leave; however, Employees shall not accumulate vacation leave while absent on unpaid sick leave for periods of more than thirty (30) calendar days;
- (c) periods of absence for pregnancy or parental leave;



- (d) periods of absence on a WorkSafe BC claim; however, Employees shall not accumulate vacation leave while absent on a WorkSafe BC claim for periods of more than thirty (30) calendar days.

15.04 Vacation Schedule

Employees shall be granted their vacation dates in order of seniority within their work group, consistent with the efficient operation of the Employer.

For this Article, work group means the immediate working team identified by the section supervisor. Where there is a disagreement with respect to the identification of the work group, the issue will be referred to the Labour/Management committee.

(a) Vacation between January 1 and April 30

- (i) Vacation requests for this period shall be submitted in writing by November 30 of the previous year and shall be granted on a seniority basis. The vacation schedule for this period shall be posted no later than December 15 of the previous year.
- (ii) Vacation requests for this period, submitted after November 30 of the previous year, shall be granted on a first submitted basis and by seniority if multiple requests are received on the same day.

(b) Vacation Between May 1 and December 31

Employees shall select, in seniority order, vacation to be taken between May 1 and December 31 on the following basis:

- (i) Employees shall select in seniority order, one vacation period of up to three (3) weeks.
- (ii) When all Employees have had the opportunity to select vacation in (i) above, they shall, in seniority order, have the opportunity to select the remainder of their days in blocks of no more than two (2) weeks.
- (iii) Selection of days not selected in (i) and (ii) above shall continue on a seniority basis until all days have been scheduled.
- (iv) Employees with up to twenty-five (25) days of vacation leave shall have the opportunity not to schedule up to five (5) days of vacation as per (i), (ii) and (iii) above. Employees with greater than twenty-five (25) days of vacation leave shall have the opportunity not to schedule up to ten (10) days of vacation as per (i), (ii) and (iii) above.



- (v) Any days, except for days held back as per (iv) above, that are not selected in (i), (ii) and (iii) above shall be scheduled by mutual agreement between the Employee and the Employer. Vacation that cannot be scheduled by mutual agreement shall be scheduled by the Employer.
 - (vi) All vacation as per (i), (ii) and (iii) above to be taken between May 1 and December 31 must be selected by March 31 of the year in which it is to be taken.
 - (vii) The final vacation schedule will be posted by April 15 of the year in which it is to be taken.
- (c) Any vacation not scheduled as per (b)(iv) above, or vacation not scheduled as per (b)(i)(ii) and (iii) above due to extended illness or injury:
- (i) must be requested in writing to the Supervisor providing reasonable notice in advance of the desired dates;
 - (ii) shall not have seniority rights to displace vacation previously scheduled;
 - (iii) shall be granted on a first submitted basis and by seniority if multiple requests are received on the same day;
 - (iv) if not scheduled by mutual agreement by October 1, shall be scheduled by the Employer to be taken by December 31.

15.05 Vacation Carryover

All vacation leave must be taken in the year it is earned. However, requests to carry over vacation to the following year may be submitted in writing to the Employee's supervisor detailing the reason for the request and dates the vacation carryover shall be used. Such requests may only be approved by the Chief Constable or his/her designate.

15.06 Interrupted Vacation Leave

When, in respect of any period of authorized vacation leave with pay:

- (a) an Employee, upon application:
 - (i) is granted bereavement leave; or
 - (ii) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall be added to the vacation leave if requested by the Employee and approved by the Employer, or reinstated for use at a later date as mutually agreed.



- (b) Any vacation that cannot be used in the year it was earned because of illness or injury will be carried forward to the calendar year in which the Employee returns to work.

15.07 Review of Vacation Entitlement

In the event of promotion, transfer, or demotion to another position, the Employee's scheduled vacation period will be reviewed. When there is a conflict that can not be resolved, the person with the greatest seniority will be entitled to their previously booked vacation leave for that year, providing both parties had booked their annual leave as per the Collective Agreement.

ARTICLE NO. 16 SICK LEAVE

16.01 Definition

"Sick leave" means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, quarantined, for doctor or dentist personal appointments, or because of accident for which compensation is not payable in accordance with regulations established by WorkSafe BC.

16.02 Sick Leave

The Employer and the Union agree that the Department's ability to provide an exceptional level of service to the public is positively affected by the commitment of all Employees to consistently attend work. The Employer and the Union also agree that the health of the Department's Employees is of primary importance and that an Employee who is consistently absent from work should be offered reasonable assistance to overcome any problems causing such absences.

16.03 Sick Leave Entitlement

- (a) Effective December 1, 2007 full-time Employees shall earn one and one-half days per month, upon successful completion of three months of employment, to be paid during sick leave, cumulative to a maximum of one hundred fifty (150) days.
- (b) Casual Employees eligible for sick leave accumulation, upon successful completion of the probationary period, shall earn sick leave on a pro rata basis calculated at the end of each month.



16.04 Medical Certificates

Medical certificates stating that the Employee is unable to perform the duties of the job due to illness or injury may be required by the Employer as proof of sickness. If medical certificates are required by the Employer, the cost of the medical certificate shall be paid by the Employer.

16.05 Absence Reporting

An Employee who is unable to report to work because of illness shall advise his/her immediate supervisor before starting time of each shift that he/she will not be at work due to illness. If the immediate supervisor is off-duty, the Employee shall advise the on-duty Station Commander. The requirement to call in before each scheduled shift is waived if the Employee provides a medical certificate stating that the Employee is unable to work due to illness and, where possible, stating the expected period of absence, or if the Employer waives this requirement. Extenuating circumstances shall not result in an Employee's sick leave being withheld.

16.06 Family Illness

Where no one at home, other than the Employee, can provide for the needs of a sick member of his/her immediate family, the Employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) sick leave days, per year.

16.07 Illness While in a Higher Rated Position

When an Employee has worked in a higher-rated position for more than twenty (20) consecutive working days immediately prior to an illness, the Employee receives that rate of pay upon illness; however, the Employee reverts to regular rate of pay for sick leave at that time the Employee would have reverted to his/her regular position.

16.08 Restitution of Sick Leave Bank

Where an Employee is engaged in civil litigation for the purpose of recovering lost wages and benefits, the Employer will permit the Employee to use his/her sick leave credits, subject to the Employee entering into an agreement with the Employer for replacement of such sick leave credits at the conclusion of the civil proceedings or upon termination of employment, whichever occurs first.

It is further understood that repayment of sick leave credits and benefits would only be required should there be an award for lost wages and benefits and only to the extent of the award.



16.09 Conversion of Vacation Bank to Sick Time

Any Employee who has exhausted their sick bank will have the option of using their vacation bank while on sick leave.

16.10 Duty to Accommodate

The parties recognize the duty to accommodate under the Human Rights Code.

ARTICLE NO. 17 LEAVE OF ABSENCE

17.01 Bereavement Leave

Upon request, an Employee shall be granted bereavement leave at his/her regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Article 17.02 and 17.03.

17.02 Death of Immediate Family Member

In the event of the death of the Employee's spouse, common-law spouse, child, parent, or guardian, brother, or sister, the Employee shall be entitled to five (5) days bereavement leave.

17.03 Death of Relative

In the event of the death of a grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, the Employee shall be entitled to three (3) days bereavement leave.

17.04 Payment for Balance of Shift

In addition, if the Employee is notified of the death while he/she is working, he/she will be excused from, and paid for, the balance of that working shift, and this time shall not be charged against the three (3) or five (5) days of leave.

17.05 Funeral Leave

Upon giving twenty-four (24) hours' notice, an Employee shall be granted up to one day's leave, with one-half day's pay, for the purpose of attending a funeral, provided that the granting of such time-off shall not be inconsistent with the efficient operation of the business.



17.06 Imminent Death

The Employer shall, upon request of the Employee, grant compassionate leave to Employees where death appears imminent of family members covered by this Article. Such leave, together with bereavement leave granted under Article 17.02 and 17.03 shall not exceed the days specified in Article 17.02 and 17.03. A doctor's certificate may be required for the granting of such leave. The cost of such certificate, if any, shall be borne by the Employer.

Use of this clause "imminent" shall be only used once per family member.

17.07 Extended Bereavement Leave

In addition to paid bereavement leave, an Employee shall, upon request, be granted unpaid bereavement leave for up to six (6) months in the case of the death of a spouse, common-law spouse or child. Such leave may be extended by agreement of the Employer if consistent with the efficient operation of the Employer.

17.08 Travel Time

Where the burial occurs outside the Province an additional leave, without pay, may be granted for reasonable travelling time, not to exceed seven (7) days.

17.09 Jury Duty

- (a) Full-time and regularly scheduled part-time 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 travelling expenses, with the Employer.
- (b) An Employee subpoenaed as a witness in Court and/or required to attend meetings with legal counsel as a consequence of his/her employment shall be paid his/her regular hourly rate and, where applicable, overtime for all such time.
- (c) Leave of absence without pay shall be granted where an Employee is required to attend court on his/her behalf.
- (d) This section will have no application for an Employee on unpaid leave of absence or when receiving benefits under the Health and Welfare program, Workers' Compensation, or as otherwise covered in this Agreement.



17.10 Leave of Absence

The Employer recognizes the importance of access to leave of absence for the purpose of personal development, extended vacation, or compassionate reasons and may approve requests for such leave provided it does not interfere with the requirements of the Employer.

(a) Requesting Leave of Absence

Requests for leave of absence up to ninety (90) days shall be submitted to the Employee's manager for approval.

Requests for leave of absence in excess of ninety (90) days shall be submitted to the Chief Constable or designate for approval.

All leave requests shall be submitted in writing stating the reasons and expected start and end dates for the leave.

(b) Vacation and Sick Leave Credits

Vacation and sick leave credit shall be pro-rated during periods of approved leave of absence without pay.

(c) Benefit Continuation

For absences over one (1) calendar month in duration, applicable benefits will be maintained at the option of the Employee, provided the Employee arranges, before commencing the leave, to pay both the Employee's and Employer's share of the premium for Medical, Extended Health and Dental. If applicable, arrangements for payment of additional authorized deductions such as Computer Purchase Plan must be made.

If arrangements are not made for benefit continuation, benefit coverage ceases at the end of the month in which the leave commences.

(d) Any Employee on leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name shall be stricken from the seniority list and he will no longer be considered an Employee of the Employer.

17.11 Elections

Any Employee eligible to vote in a federal or provincial election is entitled to have such time free from his/her employment as provided in the Elections Act. The period of time shall be granted to each Employee at the time of day that best suits the convenience of the Employer.



17.12 Leave for Elective Office

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence for a maximum of two (2) months so that the Employee may be a candidate in federal, provincial, or municipal elections. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both the Employee's and Employer's share of the premiums.

An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.

17.13 Parental Leaves of Absence

(a) Pregnancy Leave

The Employer shall grant pregnancy leave in accordance with the provisions of the Employment Standards Act in effect at the time the request for leave is submitted or the provisions of the Employment Standards Act in effect at the time this Agreement is ratified, whichever is more beneficial to the Employee.

(b) Parental Leave

The Employer shall grant parental leave in accordance with the provisions of the Employment Standards Act in effect at the time the request for leave is submitted or the provisions of the Employment Standards Act in effect at the time this Agreement is ratified, whichever is more beneficial to the Employee.

Upon request, Employees shall be granted up to an additional three (3) months of parental leave beyond the Employment Standards Act allowance. Upon request, Employees may be granted additional leave beyond parental leave.

(c) Birthing Leave

An Employee shall be entitled to one (1) day birthing leave, with full pay and benefits, to attend the birth of their child or to attend the homecoming of the mother and child provided such day falls on his regular work day.

(d) Family Responsibility Leave

The Employer shall grant family responsibility leave in accordance with the provisions of the Employment Standards Act in effect at the time the request for leave is submitted or the provisions of the Employment Standards Act in effect at the time this Agreement is ratified, whichever is more beneficial to the Employee.



(e) **Compassionate Care Leave**

The Employer shall grant compassionate care leave in accordance with the provisions of the Employment Standards Act in effect at the time the request for leave is submitted or the provisions of the Employment Standards Act in effect at the time this Agreement is ratified, whichever is more beneficial to the Employee.

ARTICLE NO. 18 JOB CLASSIFICATION

18.01 New Job Classifications

Where new classifications of employment for which pay grades are not established by this Agreement are put into use, pay grades for such classifications shall be subject to negotiations between the Parties. If the Parties are unable to reach agreement on a pay grade the matter may be resolved through the provisions of Article 5 Grievance/Arbitration Procedure. The pay grades established shall be retroactive to the date of implementation of the classification.

18.02 Job Content Review

The Parties support the principle of a payment of wages based on job responsibilities and requirements. The purpose of this procedure, therefore, is to maintain and determine job content and assess the internal relationship between job classifications within the Bargaining Unit.

Where the content of a job has materially changed, the Employee may request a job content review. Such requests, detailing the reasons why the job content is deemed to have changed, must be made, in writing, directly to the Human Resources Manager.

The request will be reviewed by the Employer, the status of which will be communicated to the Employee and the Union within three (3) months.

Where the Employee or the Union is not satisfied with the conclusions of the job content review, the Employee or the Union may refer the issue of the job content review to a joint committee, comprised of two (2) members of the Union and two (2) members of the Employer, for review. If the Parties are unable to resolve the issue, it may be referred to a neutral classification specialist mutually agreed to by the Parties. The recommendations of the neutral classification specialist shall be final and binding.

The costs of the neutral classification specialist will be borne equally by the Union and the Employer.



ARTICLE NO. 19 EMPLOYEE BENEFIT PLAN

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of benefit plans, and the Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

19.01 Health and Extended Plans

The Employer agrees to pay 100% of the premium cost of the following plans:

- (a) Medical Services Plan of B.C.;
- (b) Extended Health Plan - coverage by this plan is subject to a deductible of \$25.00 with a co-insurance of 80% of eligible expenses, unlimited lifetime overall plan maximum, including the eyeglass option of \$250.00 every two (2) years and the hearing aid option of \$400.00 every five (5) years, eye exams every two (2) years to a maximum of \$50.00, per member and dependent, in accordance with the provisions of the master carrier.

Effective December 1, 2007 the plan maximums increase eyeglass coverage to \$350.00 every two (2) years, hearing aid coverage to \$1,000.00 every five (5) years, and eye exam coverage to \$75.00 every two (2) years.

19.02 Dental Plan

Unless otherwise provided in this Agreement, the Employer agrees to pay 75% of the premium cost of a plan based on the following general principles:

Plan A - Basic Dental Services - pays for 80% of approved schedule of fees to a maximum of \$2,000 per year, per insured person.

Plan B - Prosthetics, Crowns and Bridges - pays for 50% of approved schedule of fees to a maximum of \$2,000 per year, per insured person.

Plan C - Orthodontics - pays for 50% of approved schedule of fees to a maximum of \$2,000 in a lifetime, per insured person.

Effective December 1, 2007 for Plan A the yearly maximum increases to \$3,000, Plan B increases to \$3,000. and Plan C increases to \$3,000.

19.03 Group Life Plan

The Employer agrees to pay 100% of the premium of the existing Group Life Insurance Plan for full-time Employees. The Plan provides a death benefit of 200% of annual earnings rounded to the next higher integral multiple of \$1,000. The maximum amount of life insurance is \$200,000.



19.04 Changes to Plan

The Employer may institute a plan which is equal or superior to a plan referred to in this Article. Eligibility for enrolment and administration of benefit plans shall be in accordance with the provisions of the master carrier.

19.05 Pension

- (a) Employees who are eligible shall be covered by the provisions of the Municipal Pension Plan.
- (b) Casual Employees, at the option of each Employee, shall be enrolled in the Municipal Pension Plan, or according to the provisions of the Municipal Pension Plan, whichever is applicable.

19.06 Continued Coverage

When an Employee is on an authorized unpaid leave of absence, or when a grievance is invoked on his/her discharge, the Employer shall continue to pay the Employee's Health and Welfare Plan premiums and Union dues so that the Employee shall be protected to the utmost, provided:

- (a) the Employee reimburses the Employer for such premium paid on the Employee's behalf. Employees must provide post-dated cheques for the required amounts. Where the Employee is on an authorized unpaid leave they may at no time be more than five (5) months in arrears. Discharged Employees must keep their payments up to date without going into arrears;
- (b) the period of such coverage shall exceed nine (9) months only by mutual agreement of the Parties;
- (c) when an Employee returns to work, the Employer shall deduct from his/her earnings any monies the Employer has paid out in respect of his/her contributions;
- (d) in the event the Employee does not return to work and the Employee refuses or neglects on demand at his/her last known address, to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount of Union dues.

19.07 Benefit Eligibility

- (a) Full-time Employees

Full-time Employees shall be entitled to all benefits as set out in Clauses 19.01, 19.02 and 19.03 of this Agreement from date of hire subject to initial waiting periods.



(b) Casual Employees

Casual Employees shall receive a benefit allowance of 12% in lieu of annual vacation, statutory holidays, sick leave benefits, bereavement leave, and all other benefits, as provided in Article 19.01, 19.02 and 19.03 of this Agreement.

Casual Employees who work more than 50% of the standard hours for their classification in each of twelve (12) consecutive months and are expected to continue to exceed 50% in the foreseeable future, may, in lieu of the benefits allowance in above, enrol in medical, dental and extended health benefits, and receive sick leave accumulation and bereavement leave on a pro-rata basis, and shall receive 4.4% in lieu of Statutory/Paid Holiday pay and the applicable vacation percentage pay, as set out in Article 15 with the Employee's cumulative hours worked determining entitlement. Premium costs for medical, dental and extended benefits shall be shared on a pro rata basis.

Where a casual Employee's hours are reduced such that the Employee no longer qualifies for benefit coverage, benefit coverage will cease at the end of the month in which the hours are reduced, and the Employee shall be paid a percentage of 12% in lieu of annual vacation, statutory holidays, sick leave benefits, bereavement leave, and all other benefits, as provided in clauses 19.01, 19.02 and 19.03 of this Agreement.

(c) Temporary Employees

Temporary Employees shall receive a benefit allowance of 12% in lieu of annual vacation, statutory holidays, sick leave benefits, bereavement leave and all other benefits, as provided in Article 19.01, 19.02 and 19.03 of this Agreement.

19.08 Supplementary Employment Benefit (SEB) Top Up

The Employer agrees to provide a top up of EI benefits to 90% for Employees on pregnancy leave for up to three (3) months.

ARTICLE NO. 20 OCCUPATIONAL HEALTH AND SAFETY

20.01 Health and Safety Committee

(a) A Joint Health and Safety Committee shall be established by the Employer in accordance with regulations established by WorkSafe BC.

The Committee shall have equal representation, with a minimum of two (2) members from the Union and two (2) members from the Employer.



The Committee shall discuss all unsafe, hazardous, or dangerous conditions, promote safety to Employees, and make recommendations where warranted. A copy of the minutes of the Committee meetings shall be forwarded to the Union.

- (b) The Joint Health and Safety Committee in clause (a) may be extended to include the Abbotsford Police Association, Local No. 7.

If the Joint Health and Safety Committee is established to represent the Employer and members of Teamsters, Local 31, and the Abbotsford Police Association, Local No. 7, there shall be an equal number of Employee and Employer representatives.

- (c) Should either the Employer or the Union determine that the tripartite arrangement in clause (b) is not suitable they may revert to the provisions of clause (a) by providing thirty (30) days notice to the other Party.

20.02 Protective Clothing

The Employer shall issue protective clothing where required. It shall be the responsibility of the Employer to clean, launder, and maintain all such clothing. All protective clothing remains the property of the Employer and must be turned in for replacement.

20.03 First Aid Attendant

Employees will be advised of the requirement for appointment of First Aid Attendants and given the opportunity to make application for the designation. If more applications are received than there are openings for First Aid Attendants and the Employer determines that a Teamster member is to be selected, the senior Teamster will be designated.

Any Employee holding a valid occupational First Aid Certificate, recognized under WorkSafe BC regulations, who is designated by the Employer to carry out the duties of a First Aid Attendant, pursuant to the above regulations, shall receive, in addition to his/her regular rate, the following premium based on the class of certificate required: Level II - 55¢ per hour.

Effective December 1, 2007 the premium is increased to 85¢ per hour.

The Employer will pay course fees and related expenses for the Occupational First Aid Attendant Level II course for Employees who are required to have such certification provided the Employee successfully completes the course. Time spent for attending such courses will be compensated as per Article No. 13.08.

20.04 Day of Injury

Employees shall receive full wages and benefits for the first day when they are injured on the job.



20.05 Workers' Compensation Benefits

- (a) Where a full-time Employee is absent from work due to illness or injury and has submitted a WorkSafe BC claim, the Employer shall, while approval of the claim is pending, pay the Employee from their sick leave bank. If the Employee's accumulated sick leave is insufficient to provide coverage for the duration of the waiting period, the Employee may enter into a Negative Sick Bank Agreement with the Employer and the Union provided:
- (i) the Union agrees to indemnify the Employer in cases where Employees who are in negative sick leave balance are either unable to return to work, terminate their employment while still owing the Employer money, or fail to meet the repayment schedule;
 - (ii) the Employee and the Union will sign a promissory note agreeing to repay the Employer and the Employee will sign a promissory note and indemnification agreement in favour of the Union;
 - (iii) the maximum negative balance allowed will be two hundred and fifty (250) hours paid;
 - (iv) upon return to work, the Employee will agree to a repayment schedule not to exceed six (6) months in length.
- (b) If the Employee's WorkSafe BC claim is approved:
- (i) the Employee shall turn over to the Employer all monies from WorkSafe BC in respect to such WorkSafe BC claim;
 - (ii) monies received from WorkSafe BC by the Employer shall first be used to restore the Employee's sick leave balance to the level it was at prior to receiving sick leave benefits in respect to the WorkSafe BC claim.
- (c) Provided the conditions contained in Article 20.05(a)(i) and (ii) are met, the Employer shall:
- (i) continue to pay the Employee his/her normal regular earnings along with its normal share of cost of Employment Insurance, Canada Pension Plan, Superannuation and the Employee's benefit coverage, it being understood that the Employer's share for Employment Insurance and Canada Pension Plan is only on the amount by which an Employee's normal gross salary exceeds the WorkSafe BC award.
 - (ii) Income tax shall not be calculated and deducted on behalf of Employees covered by this provision, except on the amount by which an Employee's normal gross salary exceeds the WorkSafe BC maximum insurable earnings.



20.06 Occupational Accident

The Employer shall pay the Employer's share of all benefits while an Employee is off on a WorkSafe BC claim, provided the Employee pays the Employee's share. This arrangement shall not exceed twelve (12) consecutive months.

20.07 Right to Refuse Unsafe Work

- (a) An Employee will not be required to perform work or operate equipment if they have reasonable cause to believe it would create an undue hazard to the health and safety of any person. Employees will not be disciplined for exercising this right.
- (b) An Employee who refuses to perform work or operate equipment must immediately report the circumstance of the unsafe condition to his/her supervisor. An Employee may be temporarily assigned to alternate work at no loss in pay to the Employee until the matter is resolved.
- (c) While the matter is under investigation in accordance with the provisions of WorkSafe BC Regulations up to and including investigation by WorkSafe BC, the Employee may continue to refuse to carry out the work in accordance with (a) above. If the Employee is directed to return to work and they continue to believe returning to work would create an undue hazard to the health and safety of any person, they must immediately report their refusal to return to work to their Union representative on the Joint Health and Safety Committee.

20.08 Disclosure of Information

Upon request, the Employer shall provide to the Joint Health and Safety Committee the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

20.09 Safety and Health Reports, Records and Data

The Employer shall provide the members of the Joint Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

ARTICLE NO. 21 TECHNOLOGICAL CHANGE

21.01 Technological Change

In the event of technological change, the Employer and the Union shall meet to discuss how Employees will be affected and ways to assist them in adapting to the change.



21.02 Notice of Change

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

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

21.03 Retraining

The Parties agree that Employees affected by technological change will be offered retraining in their own job or, where the Parties jointly agree, to a comparable job at the Employer's expense. Where retraining is not a viable option, affected Employee(s) shall be entitled to exercise seniority rights pursuant to Article 7, Seniority, and Article 9, Lay off and Recall.

ARTICLE NO. 22 JOB SECURITY

22.01 Lay off

The Employer agrees that there will be no lay off of full-time Employees, not subject to seasonal lay off, during the term of this Agreement. It is agreed that this Section shall apply only to Employees employed as of January 1, 1993.

22.02 Volunteers

The Union agrees that the Employer shall have the right to use volunteers. Volunteers, under this Section, shall not be used to replace any Regular Employee. The current practice pertaining to volunteers shall continue.

It is understood that "Regular Employee" refers to both full-time and casual Employees.

ARTICLE NO. 23 SAVINGS CLAUSE

23.01 Validity of Sections

If any section of this Agreement, or any amendments hereto, should be held invalid by operation of law or by any tribunal of complete jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any amendment hereto, shall not be affected thereby.



23.02 Negotiations for Replacement of Section Held Invalid

In the event that any section is held invalid, or enforcement of, or compliance with which has been restrained as set forth above, the Parties affected thereby shall enter into immediate collective bargaining, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure as outlined in Article 5.

ARTICLE NO. 24 RETIREMENT

24.01 Retirement Gratuity

- (a) Employees (age 55 or over) who, after completion of a minimum of five years' service, retire on municipal pension, shall receive two months' pay plus an additional week's pay for every additional five years of continuous service.
- (b) Employees retiring on a municipal pension are entitled to annual vacation as follows:
 - (i) If retiring before July 1st, they receive one-half of the usual annual vacation entitlement;
 - (ii) If retiring July 1st or later, they receive their full annual vacation entitlement.

24.02 Vacation Banking Prior to Retirement

Where an Employee makes application to the Employer in writing in the year prior to retirement, a maximum of 50% of the current year's entitlement may be deferred to the year of retirement. The deferred vacation must be taken prior to retirement.

ARTICLE NO. 25 GENERAL CONDITIONS

25.01 Plural or Feminine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Parties hereto so require or vice versa.

25.02 Workplace Human Rights/Harassment

The Abbotsford Police Department is committed to providing a collegial working environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices.



The Union and the Employer recognize the right of all Employees to work in an environment of mutual respect, free from discrimination, sexual harassment, and personal harassment.

The Union and the Employer agree that there shall be no discrimination against any Employee with respect to employment or any term or condition of employment which would violate the Human Rights Code of B.C., as may be amended from time to time.

The Department recognizes that members and staff may be subjected to workplace harassment by persons other than Employees of the Department. In these circumstances the Department will do all in its power to support and assist the person subjected to such harassment.

Any complaint alleging discrimination shall be dealt with in accordance with APD Policy I.B.60 – Harassment/Workplace and/or through the Grievance Procedure.

25.03 Joint/Consultation Committee

It is agreed that both Parties recognize the value of Joint/Consultation meetings.

A committee consisting of a maximum of four (4) representatives of the Union and an equal number of Employer representatives shall be established to discuss issues relating to the workplace that affect the Parties or any Employee bound by this Agreement. The committee will meet when requested, in writing, by either Party.

Union representatives attending Committee meetings will not suffer any loss of pay.

25.04 Use of Private Vehicle

If an Employee is required to provide his/her own vehicle, the Employee shall be reimbursed on a rate per kilometre basis at the rate of fifty (50) cents per kilometre or the rate per kilometre in APD Policy I.D.90 Per Diem Rates, whichever is greater.

It is the Employees' responsibility to provide proof, if requested, that proper automobile liability insurance is carried for the use of their vehicle while working. The Employer shall reimburse the Employee for the cost of the "business insurance" which is over and above the normal insurance of the vehicle, excluding surcharges as a result of accidents or convictions.

25.05 Physical or Medical Examinations

Any Government or Employer required physical or medical examination relating to job requirements shall be promptly complied with by all Employees, and the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during his/her working hours.



25.06 Termination of Employment

- (a) Employees shall be entitled to notice upon termination on the following basis:
 - (i) two (2) weeks' notice or pay in lieu of notice for under five (5) years' service;
 - (ii) one (1) month's notice or pay in lieu of notice for five (5) years or more of continuous service with the Employer.
- (b) It is mutually agreed that the above provisions do not apply in cases of temporary lay off or discharge for just cause.
- (c) Where an Employee is voluntarily leaving the service of the Employer, the Employer shall be entitled to the notice on the same terms as outlined in Article 25.06(a).

25.07 Treatment/Testing

An Employee who is required to attend while off duty at a medical facility for initial treatment and/or testing relative to potential job-related exposure to a serious infectious disease, including but not limited to Tuberculosis, Hepatitis or HIV, shall receive six (6) hours regular straight time compensation for such attendance.

25.08 Employee Files

Any Employee shall be entitled to review their personnel file(s), both paper and if applicable electronic, in the office in which the file is normally kept. Employees shall be provided access to such file(s) within thirty (30) days of requesting access.



Term of Agreement

The Parties agree that this Agreement shall be in full force and effect from the 1st day of January, 2007, until the 31st day of December, 2011, and from year-to-year thereafter provided that either Party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the 31st day of December, 2011, or immediately preceding any succeeding 31st day of December thereafter, by written notice to the other Party, require the other Party to commence collective bargaining.

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout, or the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

The Parties hereto agree to waive the provisions of Section 50(2) and (3) of the *Labour Relations Code of British Columbia*.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Abbotsford Police Department
Classification and Pay Rates 2007 to 2011



SCHEDULE "A"		Pay Grade	January 1, 2007 3.0%			Date of Ratification (November 29, 2007)			January 1, 2008 3.0%			8 months f/w Ratification (July 29, 2008)			January 1, 2009 3.5%			January 1, 2010 4.0%			January 1, 2011 4.0%		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
1	Police Clerk II - Records FC	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
2	Police Clerk II - Court Assist	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
3	Police Clerk II - CPIC Operator	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
4	Police Clerk II - GIS Clerk	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
5	Police Clerk II - Traffic Clerk	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
6	Police Clerk II - FOI Clerk	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
7	Clerk V	PGRD_40	19.88	21.04	22.24	20.13	21.29	22.49	20.73	21.93	23.17	20.73	21.93	23.17	21.46	22.70	23.98	22.32	23.61	24.94	23.21	24.55	25.94
8	Clerk V - FIS Clerk	PGRD_40	19.88	21.04	22.24	20.13	21.29	22.49	20.73	21.93	23.17	20.73	21.93	23.17	21.46	22.70	23.98	22.32	23.61	24.94	23.21	24.55	25.94
9	Crime Analyst Assistant	PGRD_40							20.73	21.93	23.17	20.73	21.93	23.17	21.46	22.70	23.98	22.32	23.61	24.94	23.21	24.55	25.94
10	Finance Clerk	PGRD_130	-	21.04	22.24	-	21.54	22.74	-	22.19	23.43	-	22.19	23.43	-	22.97	24.25	-	23.89	25.22	-	24.84	26.22
11	RMS/MNI Coordinator	PGRD_120	23.44	24.47	25.51	23.69	24.72	25.76	24.40	25.46	26.53	24.40	25.46	26.53	25.26	26.35	27.46	26.27	27.41	28.56	27.32	28.51	29.70
12	Reader	PGRD_110	23.44	24.47	25.51	23.94	24.97	26.01	24.66	25.72	26.79	24.66	25.72	26.79	25.53	26.62	27.73	26.55	27.69	28.84	27.61	28.79	29.99
13	Court Clerk	PGRD_110	23.44	24.47	25.51	23.94	24.97	26.01	24.66	25.72	26.79	24.66	25.72	26.79	25.53	26.62	27.73	26.55	27.69	28.84	27.61	28.79	29.99
14	Information & Privacy Disclosure Analyst	PGRD_110							24.66	25.72	26.79	24.66	25.72	26.79	25.53	26.62	27.73	26.55	27.69	28.84	27.61	28.79	29.99
15	PRIME Coordinator	PGRD_115							25.66	27.22	28.77	25.66	27.22	28.77	26.56	28.17	29.78	27.62	29.30	30.97	28.73	30.47	32.21
16	Crime Analyst	PGRD_135							31.23	33.12	35.00	31.23	33.12	35.00	32.32	34.28	36.23	33.62	35.65	37.67	34.96	37.08	39.18
SCHEDULE "B"																							
1	Comm Op II-Front Counter	PGRD_140	18.83	19.80	20.84	19.33	20.30	21.34	19.91	20.91	21.98	19.91	20.91	21.98	20.60	21.64	22.75	21.43	22.51	23.66	22.29	23.41	24.60
2	Comm Op II - Radio Room	PGRD_150	18.83	19.80	20.84	19.33	20.30	21.34	19.91	20.91	21.98	20.66	21.66	22.73	21.38	22.42	23.52	22.24	23.31	24.47	23.13	24.25	25.44
3	Police Clerk II - Transcriber	PGRD_20	18.83	19.80	20.84	19.08	20.05	21.09	19.65	20.65	21.72	19.65	20.65	21.72	20.34	21.37	22.48	21.15	22.23	23.38	22.00	23.12	24.32
4	Communications Operator III	PGRD_100	20.58	22.32	24.22	21.58	23.32	25.22	22.22	24.02	25.98	23.22	25.02	26.98	24.04	25.90	27.92	25.00	26.94	29.04	26.00	28.01	30.20
5	Exhibits/Property Clerk	PGRD_50	21.54	22.64	23.91	21.79	22.89	24.16	22.44	23.58	24.89	22.44	23.58	24.89	23.22	24.41	25.76	24.15	25.38	26.79	25.12	26.40	27.86
6	Training Assistant/Clerk	PGRD_160	19.88	21.04	22.24	20.38	21.54	22.74	20.99	22.19	23.43	20.99	22.19	23.43	21.73	22.97	24.25	22.59	23.89	25.22	23.50	24.84	26.22
7	Community Policing Program Coordinator	PGRD_40	19.88	21.04	22.24	20.13	21.29	22.49	20.73	21.93	23.17	20.73	21.93	23.17	21.46	22.70	23.98	22.32	23.61	24.94	23.21	24.55	25.94



Letter of Understanding No. 1

Grandfathered Casual Benefits

Casual Employees whose seniority date is March 4, 1994 or earlier shall retain sick leave entitlements accrued up to the date they transferred to casual status prior to March 4, 1994. Casual Employees shall not be able to use retained sick leave entitlements until they either transfer to full time status or qualify for casual benefits as per Article 19.07 and opt to participate in the benefits package.

Casual Employees, other than those eligible and that opt to participate in the benefits package, will not accrue any further sick leave entitlements beyond the date they transferred to casual status.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 2

Comm Op II – Front Counter Staff

At the request of the Employees the Employer has agreed to implement a shift change for the Comm Op II – Front Counter Staff. It is understood that this change in shift schedule will be cost neutral to the department. This shift schedule will be evaluated in three (3) months and may be discontinued at any time by either Party giving thirty (30) days written notice to the other Party of its desire to terminate this Letter of Understanding.

Effective October 2nd, 2004, the shift schedule will be as follows:

- (a) full time Employees will be assigned to work ten (10) hour shifts, either on Schedule A (Monday to Thursday), or Schedule B (Tuesday to Friday);
- (b) casual Employees will only work eight (8) hour shifts except when backfilling for a full time Employee for vacation or sick leave coverage.

The Employer agrees that the shifts for the three (3) full time Front Counter staff in place as of December 1, 2007 shall be grandfathered as per the MOA.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 3

11½ Hour Shift

The Abbotsford Police Board (hereinafter referred to as the "Employer") and Teamsters Local Union No. 31 (hereinafter referred to as the "Union") agree that the 11½ hour shift (hereinafter referred to as the "Special Shift") shall be administered in accordance with the following provisions:

1. Shift schedules operating under the Special Shift provisions will be evaluated every six (6) months.
2. Shift schedules operating under the Special Shift provisions may be discontinued at any time by either Party giving sixty (60) days written notice to the other Party. A joint committee, consisting of two (2) representatives from the Employer and two (2) representatives from the Union, shall be established to review the matter prior to discontinuation of the shift schedule.
3. The Special Shift positions shall work two day shifts (exclusive of a 30 minute meal break) followed by two night shifts (exclusive of a 30 minute meal break), and then shall have scheduled periods of rest according to item #4 of this Letter of Understanding.

Effective date of signing, shifts shall be as follows:

- (a) Day Shift: 0600 to 1800 hours
 - (b) Night Shift: 1800 to 0600 hours
4. In each shift, Employees will be relieved for one (1) unpaid 30 minute meal break and two (2) 22½ minute rest periods. Subject to the approval of the Supervisor, the 30 minute meal break will be paid at overtime rates if the Employee is not relieved for such meal break.
 5. The work of the Employee is required to be performed continuously and on every day, including Statutory Holidays throughout the year. Sections 14.01, 14.03 and 14.04 of Article 14 of this Agreement would not apply and therefore:
 - (a) If an Employee's normal work day falls on a Statutory Holiday and he does so work on that day, he shall be paid at the regular hourly rate for each hour worked, and paid or credited for 5.75 hours of overtime at the regular hourly rate. In addition, he shall be entitled to Statutory Holiday pay in an amount equal to his regular rate of pay for eight (8) hours. It is understood that a Statutory Holiday is defined as a calendar day beginning at midnight and ending at midnight.



- (b) An Employee who is not scheduled to work on the day of a Statutory Holiday will, if otherwise qualified, be entitled to eight (8) hours Statutory Holiday pay at his regular hourly rate.
 - (c) If the normal work day for an Employee falls on a Statutory Holiday, and the Employee is authorized to take the Statutory Holiday off, the Employee's vacation or overtime bank will be deducted by 11½ hours and the Employee will receive an amount equal to eight (8) hours pay at the regular hourly rate of pay. In other words, the Employee will receive 19.5 hours in pay for the day of the Statutory Holiday.
 - (d) Where an Employee is required to work a shift which commences on the day previous to a Statutory Holiday and such shift finishes on a Statutory Holiday, the Employee shall receive compensation at the rate of straight time in pay for all hours worked on such shift. The hours of such shift which fall on the Statutory Holiday shall not be considered time worked on the Statutory Holiday.
 - (e) Where an Employee is required to work a shift which commences on a Statutory Holiday, and such shift finishes on the day following the Statutory Holiday, all of the hours worked on such shift shall be considered time worked on the Statutory Holiday.
6. Conversion of cost factors from 8-hour to 11½ hour shifts, or benefits based on the working period, are to be made so that there will be no increase in costs to the Employer and no loss to Union members in these conversions; for example: one (1) day of vacation would equal eight (8) hours; eleven (11) Statutory Holidays would be equal to eighty-eight (88) hours; sick leave, if earned, would be granted as eighteen (18) days per year would be equated as one hundred forty-four (144) hours; and etc.
7. (a) Employees working the 1800 to 0600 hours shift would be paid the normal specified rate of shift differential for all hours worked. There will be no shift differential for Employees working the 0600 to 1800 hours shift.
- (b) The Employer may advance or delay start times for any Employee, without penalty, for up to two (2) hours in either direction of the scheduled start time with three (3) days notice; however, in the case of emergency operational requirements, no notice is required.
- (c) Where it becomes necessary for the Employer to change Employee shift schedules the changes will be made on a seniority basis unless operational requirements require otherwise.
8. Overtime for each Employee will apply following the completion of 11½ consecutive hours of work. Time for meal breaks, if paid, will not be considered as hours worked for the purpose of computing overtime. Because the shift schedule provides for four (4) consecutive days off, the following will apply in determining overtime pay:



- (a) the first day off will be the first day of rest;
- (b) the second day off will be the second day of rest;
- (c) the third day off will be the first day of rest;
- (d) the fourth day off will be the second day of rest.

In administering overtime, it is understood that no pyramiding will occur in that an Employee will not be paid overtime and premium pay for the same hours worked.

Casual Employees may work up to 92 hours in a bi-weekly pay period without incurring overtime except as specifically provided under the Collective Agreement. Casual Employees who work four (4) consecutive 11½ hour shifts are entitled to four (4) consecutive days off.

- 9. Definitions of the work day and the work week for Special Shift Employees shall be considered to have been revised to conform to the 11½ hour shift.
- 10. Employees working the Special Shift who are required to attend courses, workshops, etc., shall attend on the basis of an eight (8) hour day and this shall not be a cost factor to the Employer, nor shall the Employee suffer a loss.

Full-time Special Shift Employees will be shift levelled and paid for eighty (80) hours of work in each bi-weekly pay period.

- 11. The parties agree that the Special Shift applies only to Comm Op II – Radio Room, Communications Operator III, and Police Clerk II – Transcriber.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 4

Employee Assistance Program

The Parties agree to an Employee Assistance Program for full time Employees as follows:

The Employer will pay 100% of the costs of counselling services to a maximum cost of \$1,200 per Employee per year. It is further understood that, should the cost of this benefit exceed \$1,200 the Employee will pay the difference. If the Parties negotiate an alternate Employee Assistance Program, the cost arrangements will be shared equally between the Employer and the Employee.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 5

CPIC Clerks – Special Shift

At the request of the CPIC Clerks in the Records Department, the Employer has agreed to implement a shift change for the three (3) affected Employees in this section. It is understood that the shift change will provide for coverage between the hours of 8:00 AM and 5:00 PM, three (3) out of four (4) weeks. Every fourth week, coverage will be provided till 4:30 PM. It is also understood that this change in shift schedules will be cost neutral to the department. This shift schedule will be evaluated in three (3) months and may be discontinued at any time by either Party giving thirty (30) days written notice to the other Party of its desire to terminate this Letter of Understanding.

Effective December 24th, 2005 the shift schedule will be as follows:

- (a) The affected Employees will work an eight (8) hour shift on seven (7) out of ten (10) days, with seven (7) hour shifts worked on all the other days.
- (b) The three Employees will alternate days off. In a given week, coverage must be provided by at least two (2) of the three (3) Employees.
- (c) Total hours worked shall not exceed seventy (70) hours for the pay period.
- (d) In order to provide adequate coverage for the Records Department, annual leave will be granted to only one (1) of the three (3) Employees at a given time.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No 6

Integration of Services

Where the Employer intends to enter into an arrangement with other law enforcement agency(ies), for the purpose of providing an integrated service, the Employer shall be permitted to do so without being in violation of Letter of Understanding No. 7.

It is understood the integrated service could be provided by the Abbotsford Police Department, another police agency(s), or third party.

The Employer will work with the Union to endeavour to secure employment opportunities within the new structure for as many affected Employees as possible.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 7

Contracting Out

Effective date of signing to December 31, 2011 the Parties agree as follows:

The Employer has the right to contract out any part of its operation. No full-time or casual Employees in the service of the Employer, at January 1, 2004, will be laid off as a direct and immediate result of contracting out.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 8

Alternative Work Schedules

The Parties agree to form a joint committee for the purpose of reviewing work schedules and exploring alternative scheduling models.

The Committee will endeavour to explore scheduling models that meet the needs of the Employer and Employees.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 9

Job Sharing

The Employer and the Union agree that, where an Employee wishes to share a full time position, such job sharing agreements be mutually agreed upon using the following principles, provided 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.

(a) General

Where an Employee who occupies a regular full time position wishes to share their position with another Employee who, in the opinion of the Employer, is qualified to perform the duties, and has received formal approval from the Chief Constable (or designate of the Chief Constable) and the Union, the Employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

(b) Procedure

- (i) The Employee wishing to job share shall first jointly apply with their job sharing partner, in writing, to the appropriate Branch Manager, indicating the reason for the request, including the position and the shift where the job sharing is to occur. Copies of this application shall be forwarded to Human Resources, and the Union.
- (ii) Where the Employee's application is approved by both the Chief Constable and the Union, Human Resources will provide each affected Employee with a letter covering the terms and conditions of the job sharing arrangement, as specified in this Letter of Understanding, which must be signed by both the Employer and the Union.
- (iii) 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 (ii) above.
- (iv) Where the application to job share is denied, the Union or the Employer, as the case may be, shall notify in writing the interested parties and state the grounds which must be reasonable. The Employer or Union may request a meeting to discuss the matter.



(c) Duration

- (i) Each job sharing arrangement shall be for a period of one year, unless extended or reduced by mutual agreement between the Employer and the Union.
- (ii) Employees who wish to extend or reduce job sharing arrangement, must make application as provided for Section (b) above, and must provide thirty (30) days' notice to the Employer and the Union.
- (iii) Upon the expiry or termination of the job sharing arrangement, the Employees involved shall revert to working their original positions under the terms and conditions then applicable, unless some alternative job sharing arrangements has been approved in the interim.

(d) Employee Status and Working Conditions

- (i) Employees in a job sharing arrangement shall continue to maintain their original employee status during the period of time covered by the job sharing arrangement, and shall accumulate pro-rated seniority in accordance with the Employee's scheduled hours of work in the job sharing arrangement. Such an Employee shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement.
- (ii) The general principles with respect to employee benefit entitlement, vacations entitlement, sick leave and any other benefit provided within the Collective Agreement, shall be pro-rated in accordance with the hours of work in the job sharing arrangement.



(e) Termination of Letter of Understanding

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

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



Letter of Understanding No. 10

Radio Room

The Parties acknowledge that there is merit to discussions regarding staffing issues in the Radio Room. However, the implications need to be fully explored.

These discussions shall be facilitated by Mark Brown, or a mutually agreeable alternate third party, at a Joint Consultation Committee meeting by no later than March 31, 2008. If the Parties cannot reach a mutually agreeable resolution to the issues raised, the Facilitator shall issue non-binding recommendations for the Parties' consideration.

The costs of the third party Facilitator will be borne equally by the Employer and the Union.

Signed this _____ day of _____ 2008.

SIGNED ON BEHALF OF THE
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



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