

# ***Collective Agreement between the Abbotsford Police Board and Teamsters Local Union No. 31***

**January 1, 2020 to December 31, 2021**





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This Agreement made and entered into this 30<sup>th</sup> day of April, 2021.

**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



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Employer shall provide to each member electronic access to the Collective Agreement. The Union shall provide printed copies at the request of the Employee.

### **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 their 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 forthwith after 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.

Shop Stewards 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 into work and 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.

The Union shall identify their representatives a minimum of thirty (30) days prior to the commencement of negotiations, other than in extenuating circumstances, to allow the Employer to maintain continuous operations.

## **2.12 Consultations 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 the 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.

## **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 "Part-Time"**

shall mean an Employee who holds a position of at least sixteen (16) hours per week, and less than thirty five (35) hours per week, and whose hours of work are predictable.

### **4.04 "Casual"**

shall mean an Employee who is scheduled for call-outs and other work as required, with no guarantee of hours.

### **4.05 "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 and Part-Time Employees shall be one thousand and forty (1040) hours worked.
- (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 may apply for any temporary or Full-Time position; however, they will not be considered unless no other regular Employee has been deemed successful in the competition.
- (g) A Probationary Employee shall have no seniority rights until completion of the probation period.

#### **4.06 “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.

#### **4.07 “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, Part-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 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.



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## 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 Director or OIC within fourteen (14) calendar days of the meeting with the immediate supervisor at Step One. The Director or OIC shall meet with the aggrieved Employee and Union Representative and/or Shop Steward and shall give their 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 Director of Human Resources, in writing, within fourteen (14) calendar days following receipt of the decision of the Director or OIC at Step Two. The Director of Human Resources, 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 their 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.
- (b) The Parties may refer the matter to a single arbitrator or by mutual agreement, to a three (3) person Arbitration Board.
- (c) Where the Parties are using a single arbitrator, the Parties shall mutually agree on the arbitrator within fourteen (14) calendar days of the notice of the matter under (a).
  - (i) Where the Parties are unable to agree on an arbitrator, either Party may apply to the Minister of Labour of the Province of British Columbia to make the appointment.



- (ii) The costs of the arbitrator will be borne equally by the Parties.
- (d) Where the Parties are using a three (3) person Arbitration Board, either party shall notify the other, in writing, of the name of its chosen representative of the Arbitration Board. After receiving such notice, the other Party shall, within seven (7) working days, appoint its representative on the Arbitration Board and give notice of such appointment to the other Party. Such representatives shall endeavor to select a third member who shall be the Chairman. Should the representatives fail to select a third member within seven (7) working days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.
  - (i) The costs of the representatives will be borne by the respective Parties.
  - (ii) The costs of the Chairman will be borne equally between 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 their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters. Should an Employee dispute any



such entry on their file, then they 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 them 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 their 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 their 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 their 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 rata based on hours worked and, where there is a transfer between Casual and Full or Part-Time positions, seniority shall be determined on a pro rata basis on the regular annual hours for the Full or Part-Time position being transferred to or from. When Casual Employees are promoted or accepted to Regular Full or Part-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 rata 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 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) years' 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 permanent position outside the Bargaining Unit they shall retain their seniority within the Bargaining Unit and their position in the Bargaining Unit will be held for a maximum of ninety (90) calendar days.
- (b) At the end of the ninety (90) calendar days period, the Employee must exercise their seniority rights by returning to their former position or relinquish all such





seniority rights. Should the Employee return to the Bargaining Unit, they 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 they are returned to the Bargaining Unit, the Employee shall exercise their 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.
- (d) 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. When an Employee covered by this Agreement accepts a temporary position outside of the Bargaining Unit, exceeding 30 days, they shall retain their seniority within the Bargaining Unit, and their position in the Bargaining Unit will be held for a maximum of fourteen (14) months. Any temporary transfer beyond one hundred and eighty (180) calendar days shall only be granted by mutual consent between the Employer and the Union. If the Employee's previous position is discontinued when they are returned to the Bargaining Unit, the Employee shall exercise their seniority in accordance with Article 9 of this Collective Agreement.

## **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 relatively equal, 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 their 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 their 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**

- (a) It is agreed that, before filling any Full-Time, Part-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 fourteen (14) 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, where applicable, before other applicants are considered. The Employer will have thirty (30) full calendar days to interview applicants and identify a successful applicant. It is agreed between the Parties that a vacancy or new position can be filled by a Temporary Employee in the interim.
- (b) If the Employer determines that the vacant position should not be posted or should be withdrawn at any time before the closing date, the Employer shall notify the Union of the reasons for its decision.
- (c) Should the Employer require more than forty-five (45) calendar days after the award to place the successful applicant, such Employee shall be paid at either their current rate of pay or the rate of pay of the new position, whichever is higher. The Union shall be notified of the reasons for the delay in placement.
- (d) All Employees will be notified, in writing the status of their application within five (5) calendar days of the Employer awarding the posting.

## **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 names 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. If successful, the Employee must be able to start in the new position upon the effective date for that position or, at a date determined by mutual agreement between the Employee and Employer.
- (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 (6) 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 (6) 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 (1) year.
- (e) Upon request the Employer shall allow access to job posting scores to the Shop Steward or Union Representative.

#### **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 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. Upon agreement between the Employer and the Union, an Employee may remain in a temporary transfer for longer than thirty (30) calendar days, and may be assigned to the same temporary transfer without an Expression of Interest (EOI) being posted or emailed.

The Union recognizes that Employees are required to perform the duties assigned to them unless there are circumstances communicated to the Employer that prevent them from doing so. The Employer recognizes that those circumstances communicated must be taken into consideration when making the request under 8.06 and efforts made to accommodate those requests.

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.

#### **8.07 Extended Temporary Transfer**

Where the Employer identifies a vacancy with an unforeseen return date and/or a special project that is anticipated to last longer than thirty (30) calendar days, the Employer will post and email an Expression of Interest (EOI). The EOI will outline the job description and anticipated time



frame of the Extended Temporary Transfer. Employees will have two (2) business days to respond via email.

The Employer will select the most senior Employee if, in the opinion of the Employer:

- a. The Employee is qualified, and;
- b. The Employer has determined that the Employee is releasable from their current position.

If no Employees are identified through the EOI that are both qualified and releasable, then a qualified candidate from the Casual Pool will be assigned to the position.

An Employee assigned to an Extended Temporary Transfer will be permitted to remain in the position for a period of up to six (6) months. Upon agreement between the Employer and the Union, an Employee may remain in an Extended Temporary Transfer for longer than six (6) months. In the event the Union does not agree to the extension, another EOI will be initiated.

## **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 or Part-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 (21) 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) Where Full-Time positions are effected by lay-off, 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) Where Part-Time positions are effected by lay-off, 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.
  - (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 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.



- (iv) Employees laid-off in accordance with (i), (ii), and (iii) above shall be given the opportunity to displace the least senior Employee in any classification who has less seniority than them provided they are qualified to perform the job.
- (v) 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.
- (vi) Laid-off Employee(s) shall not be restricted from bumping into or being recalled to higher-rated positions.

(c) Call Down List

Full-Time or Part-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 or Part-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 their seniority rights for bumping purposes or accept lay-off.
- (b) If the Employee accepts lay-off, they 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 their 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/Week – Part-Time Employees**

- (a) Part-Time Employees shall be scheduled up to eleven and one-half (11.5) consecutive hours per day, not including lunch breaks, and less than seventy (70) hours per pay period. Part-Time Employees' schedules shall include at least two (2) consecutive days of rest two (2) times per pay period.
- (b) Part-Time Employees shall have preference over Casual Employees to select available shifts within their classification where it does not conflict with their Part-Time schedule and does not put them into an overtime situation.



- (c) Any shifts worked by a Part-Time Employee as a consequence of (b) above shall be paid at the regular rate of pay for that classification.
- (d) If a Part-Time Employee does not work a shift selected pursuant to (b) above they are entitled to no remuneration.

### **10.05 Work Hours/Days – Casual Employees**

The role of a Casual Employee is to provide backfill for Full-Time staff who may be away from work for a variety of reasons including, but not limited to, annual leave, sick leave, etc. In addition, a Casual Employee may be used for scheduling as required. The availability of Casual Employees is inherently important to the operation of the Abbotsford Police Department. Casual Employees are expected to make themselves available, except for their pre-determined days of unavailability as outlined in this Article.

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. Once scheduled for a shift, a Casual Employee is deemed unavailable for other shifts that are in conflict with the original scheduled shift unless otherwise agreed to by both the Employee and Employer.

- (a) All pre-determined available shifts for Casual Employees shall be scheduled on a quarterly basis as follows:
  - (i) In seniority order, Casual Employees shall select which shift(s) they commit to work,
  - (ii) Any remaining shifts not selected in (i) shall be assigned in reverse seniority order.
- (b) All other shifts not pre-determined in (a) above shall be offered to Casual Employees in seniority order. If a Casual Employee does not immediately answer a phone call, or text message if the Employee requests, the Employer may move on to the next most senior Casual Employee. If no Casual Employee has accepted the offered shift then the shift shall be assigned in reverse seniority order. Any refusal to work an assigned shift will be considered a decline for the purposes of 10.05(c). In addition, a shift will be considered declined when a Casual Employee does not return a phone call or text message within sixty (60) minutes for an assigned shift.
- (c) If a Casual Employee declines three (3) shifts in a rolling ninety (90) day period, offered by the Employer, except for days of rest and pre-determined unavailability as defined in this Article, then that Employee shall be moved to the



bottom of the seniority list for the purpose of call outs and scheduling. Any Employee who declines a shift from the Employer due to illness/medical appointment shall not be deemed as having declined a shift pursuant to this paragraph. Only one (1) decline can be assigned in a twenty-four (24) hour period.

- (d) Casual Employees shall have the opportunity to select up to fourteen (14) calendar days per year that they can make themselves unavailable. Such requests will be submitted to the Employee's supervisor by December 15<sup>th</sup> of the previous year that the request is for.

All requests will only be granted in accordance with the Full-Time vacation schedule that has been posted as per Article 15.04, and will also include blackout periods determined by the Employer at the beginning of the calendar year. Blackout periods will include all statutory holidays including the adjacent Saturday and Sunday, Spring Break, the last two weeks of December, and July and August.

#### **10.06 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 8:00am and 5:00pm, or 8:00am and 6:00pm 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.

#### **10.07 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.

#### **10.08 Special Shift**

A special shift shall be defined as the regularly scheduled number of hours in a twenty-four (24) hour period commencing at a time other than 8:00a.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 thirty-five (35) or forty (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 10.06(a). Except in times of emergencies, forty-eight (48) hours' notice shall be given before change of a regular shift. This provision does not provide for the changing of a thirty-five (35) to a forty (40) hour work week, or vice versa.

#### **10.09 Shift Premium**

For any hours required by the Employer to be worked between 6:00p.m. and 7:00a.m., other than during 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 No. 12, shall be paid when the Employee has completed the regularly scheduled number of hours worked.

#### **10.10 Cancelled Shifts**

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 the Employees who are scheduled to work eleven and one-half (11.5) hours at the Employee's regular rate of pay.

#### **10.11 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.

#### **10.12 Bi-Annual Time Change**

All Employees working during the shift affected by the annual "Spring Forward" time change shall have access to the leave banks should they wish to replace the lost hour of that shift. All Employees working during the shift affected by the "Fall Back" time change shall be paid in accordance with Article 12.01(c) for the additional hour worked.

#### **10.13 Modified Work Week**

The Employer recognizes the benefits of a modified work week. The Employer may allow the Employee to work a modified work week, where it is cost neutral and in the interest of the Employer and Employee.

The modified work week may be discontinued at any time by either Party by giving thirty (30) days written notice to the other Party of its desire to terminate the modified work week.

The Employer will confirm in writing the approved modified work week schedule to both the affected Employee(s) and the Union.



In order to achieve cost neutrality regarding Statutory Holidays for a modified work week, the Employer and the Union agree that, Employees working a form of work week other than the standard work week (Schedule "A" or Schedule "B") will have their hours adjusted for Statutory Holidays; seven (7) hours for Schedule "A" and eight (8) hours for Schedule "B".

Employees working a modified work week will experience a shortfall in hours when a Statutory Holiday falls in the pay period. Employees will be required to make up the shortfall of hours in the pay period by either working the additional hours or utilizing accrued vacation or banked time. Additional hours worked will be made up at a mutually agreed upon time between the Employee and their supervisor without invoking overtime.

## **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 Part-Time and Casual Employees Meal Period**

For any scheduled shift of five (5) hours or more, Part-Time and Casual Employees shall be entitled to one (1) continuous unpaid meal break of thirty (30) minutes.

### **11.04 Rest Breaks**

Schedule "A" and "B" Employees shall be entitled to one (1) paid break of fifteen (15) minutes during both the first half and second half of any shift in addition to their meal break. Casual Employees scheduled for less than seven (7) hours shall be entitled to one (1) paid rest break of fifteen (15) minutes during the course of their shift in addition to their meal break if applicable. Casual Employees scheduled for seven (7) or more hours shall be entitled to one (1) paid break of fifteen (15) minutes during both the first half and second half of any shift in addition to their meal break.

### **11.05 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.



### **11.06 Time Off for Meal Break**

Where an Employee is required to work in excess of two (2) hours overtime in conjunction with their regular shift, they shall, at the end of two (2) hours overtime worked, be entitled to paid time off, not to exceed thirty (30) minutes, for the purpose of eating. An additional fifteen (15) minute paid break shall be provided after each continuing two (2) hours worked.

### **11.07 Call Out Overtime Shifts – Meal Breaks**

Employees working a call out, not contiguous with a shift, of five (5) hours or more, shall be entitled to one (1) continuous unpaid meal break of thirty (30) minutes.

### **11.08 Call Out Overtime Shifts – Rest Breaks**

- (i) Employees working a call out, not contiguous with a shift, for less than seven (7) hours, shall be entitled to one (1) paid rest break of fifteen (15) minutes during the course of their overtime shift, in addition to the meal break.
- (ii) Employees working a call out, not contiguous with a shift, of seven (7) hours or more, shall be entitled to one (1) paid break of fifteen (15) minutes during both the first half and second half of any shift, in addition to the meal break.

## **ARTICLE NO. 12 OVERTIME**

### **12.01 Overtime Provisions**

Full-Time 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 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.

Part-Time Employees who:



- (a) Exceed the number of hours in their regular scheduled shift shall be paid as an extended tour at time and one-half for the first hour and double time thereafter.
- (b) Exceed seventy (70) hours within the pay period shall be paid time and one-half for the first four (4) hours worked and double time for hours worked after the first four (4) hours.

Casual Employees who:

- (c) Exceed eleven and one-half (11.5) hours during a shift, shall be paid as an extended tour for the remainder of the shift at time and one-half for the first hour and double time thereafter.
- (d) Exceed ninety-two (92) hours within the pay period shall be paid time and one-half for the first four (4) hours worked and double time for hours worked after the first four (4) hours.

## 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) Part-Time Employees in the classification where overtime work is to be performed, who are in an overtime situation,
  - (iii) Full-Time Employees in other classifications in the section that requires the work to be performed, provided they are qualified to perform the work,
  - (iv) Part-Time Employees in other classifications in the section that requires the work to be performed, provided they are qualified to perform the work, who are in an overtime situation,
  - (v) 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), (iii) and (iv) 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) Part-Time Employees in (ii) or (iv) above, provided they are qualified to perform the work, who are in an overtime situation,



- (iii) Full-Time Employees in (i) or (iii) 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:
- (i) Full-Time Employees in the classification on the shift that requires the work,
  - (ii) Part-Time Employees in the classification on the shift that requires the work who are in an overtime situation,
  - (iii) Full-Time Employees in the other classifications scheduled on the same shift in the section that requires the work provided they are qualified to perform the work,
  - (iv) Part-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 who are in an overtime situation,
  - (v) 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), (iii) and (iv) 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) Part-Time Employees in (ii) or (iv) above provided they are qualified to perform the work.
- (iii) Full-Time Employees in (i) or (iii) 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 and Regular Part-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.

- (b) Banked overtime does not take priority over vacation periods.
- (c) Time off shall be taken at the Employer's discretion. Employees' request 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 (1) day, in increments of one (1) 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 (1) 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 their 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 their normal place of employment after completing their 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.



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## **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 Employer.

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

### **13.02 Pay Period**

Employees shall be paid in accordance with the 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 Schedule "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 (1) 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 their 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 twelve (12) months, or equivalent hours worked for Part-Time and Casual Employees, with the first interval commencing twelve (12) months from the date of assignment and not twelve (12) months from the anniversary date of their employment by the Employer. It is understood that hours worked in a temporary position, will apply as hours worked only in the Employees' substantive position 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) The Employer has the right to schedule up to four (4) mandatory training days per year. Any Full-Time or Part-Time Employee attending mandatory training on their own time will accrue training lieu, day for day, based on their current assignment. Employees will not be required to attend this type of training while on annual leave. Any training days above four (4) days per year 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 \$2.00 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 pay-cheque following the discovery of the overpayment. For amounts exceeding \$100.00, the Employer agrees that the overpayment shall be recouped over the following periods of time:

- (a) \$101>\$1000 – up to four (4) consecutive pay periods; or,
- (b) \$1,000 - \$2000 - up to six (6) consecutive pay periods; or,
- (c) \$2000+ - up to twelve (12) consecutive pay periods

**13.12 Pay for Acting in Exempt Positions for Ninety (90) Days or More**

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

An Employee who accepts a temporary appointment for ninety (90) days or less to carry out the responsibilities and duties of an Exempt staff member shall be compensated at a rate of 10% above the Employee's regular wage. An Employee shall receive the Exempt staff member's full rate of pay, beyond ninety (90) days. 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 Article 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	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

- (b) Part-Time Employees if normally scheduled to work on a Statutory Holiday or the day it is observed, shall receive a day off with pay at the regular rate.
- (c) Casual and Temporary Employees will receive a percentage in lieu of Statutory/Paid Holiday pay in accordance with Article No. 19.08.



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#### **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, they shall be granted an additional day's vacation for each such Statutory/Paid Holiday in addition to their regular vacation entitlement, at a time as mutually agreed.
- (c) Any Full-Time or Part-Time Employee on paid sick leave or leave of absence with pay shall also be entitled to the Statutory/Paid Holiday with pay.
- (d) When a Statutory Holiday, or the day it is observed, falls on a day when a Part-Time Employee is not scheduled to work, the Part-Time Employee shall be paid a prorated amount of the holiday entitlement based on the ratio of the Employee's regular Part-Time schedule and Full-Time hours for their classification.
- (e) Employees absent by reason of leave of absence without pay, lay-off, WorkSafe BC, 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 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 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 the Agreement or by mutual consent of the Parties.
- (c) Part-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 14.02(d).
- (d) Casual Employees shall be paid time and one-half for hours worked on a Statutory/Paid Holiday.
- (e) 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.

- (f) 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 as soon as reasonably possible.

**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>
1st calendar year.....	10 working days	.....4.0%
2nd calendar year.....	12 working days	.....4.8%
3rd calendar year.....	15 working days	.....6.0%
4th calendar year.....	16 working days	.....6.4%
5th calendar year.....	17 working days	.....6.8%
6th calendar year.....	18 working days	.....7.2%
7th calendar year.....	19 working days	.....7.6%
8th calendar year.....	20 working days	.....8.0%
9th calendar year.....	21 working days	.....8.4%
10th calendar year.....	22 working days	.....8.8%
11th calendar year.....	22 working days	.....8.8%
12th calendar year.....	23 working days	.....9.2%
13th calendar year.....	23 working days	.....9.2%



14th calendar year.....	24 working days	.....9.6%
15th calendar year.....	24 working days	.....9.6%
16th calendar year.....	25 working days	.....10.0%
17th calendar year.....	26 working days	.....10.4%
18th calendar year.....	27 working days	.....10.8%
19th calendar year.....	28 working days	.....11.2%
20th calendar year.....	29 working days	.....11.6%
21st calendar year.....	30 working days	.....12.0%
22nd 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 rata vacation in their first year of employment.
- (c) Part-Time Employees shall be granted paid pro rata annual vacation pursuant to (a) above. The pro rata amount shall be based on the ratio of the Employee's regular Part-Time schedule and the Full-Time hours for their classification.
- (d) Payment for vacation shall be at the Employee's rate of pay as at the time they take 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 1st and December 31st  
Employees shall select, in seniority order, vacation to be taken between January 1st and December 31st 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) All vacation as per (i), (ii) and (iii) above to be taken between January 1<sup>st</sup> and December 31<sup>st</sup> must be selected by November 30<sup>th</sup> of the previous year.
  - (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 Employer. Vacation that cannot be scheduled by mutual agreement shall be scheduled by the Employer.
  - (vi) 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.
  - (vii) The final vacation schedule will be posted, with written confirmation to the Employee, by December 15<sup>th</sup> of the previous year.
- (b) Any vacation not scheduled as per (a)(iv) above, or vacation not scheduled as per (a)(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 1st, shall be scheduled by the Employer to be taken by December 31<sup>st</sup>.

#### **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 their 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.
- (c) If an Employee is on a scheduled Annual Leave day, the following will apply to call-outs:
  - (i) It will be the responsibility of the Employee to advise the person contacting him/her that the Employee is on Annual Leave.
  - (ii) If called out, the Employee will be paid at a rate of double time (2 times) for all time worked;
  - (iii) In addition to the compensation stated in paragraph (c)(ii), the Employer will restore the Annual Leave day for which the Employee is called out.

### **15.07 Review of Vacation Leave**

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 cannot 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 Accumulation**

- (a) Full-Time Employees shall earn one and one-half (1.5) days per month, upon successful completion of three (3) months of employment, to be paid during sick leave, cumulative to a maximum of one hundred and fifty (150) days.
- (b) Part-Time Employees shall earn sick leave as per (a) above, pro rata based on the ratio of the Employees' regular Part-Time schedule and Full-Time hours for their classification.
- (c) 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 Sick Leave Incentive**

For each financial quarter, during which the Employee was not on paid sick leave, a full time 'Schedule A' Employee shall be credited with seven (7) hours for each complete quarter of every calendar year. An additional credit of seven (7) hours shall be given for each completed calendar year during which the Employee was not on paid sick leave.

For each financial quarter, during which the Employee was not on paid sick leave, a full time 'Schedule B' Employee shall be credited with eight (8) hours for each complete quarter of every calendar year. An additional credit of eight (8) hours shall be given for each completed calendar year during which the Employee was not on paid sick leave.

Part-time Employee's shall accumulate sick leave incentive as per above, pro-rata on the ratio of the Employee's regular part time schedule and full time hours for their classification.

Financial quarters will be as follows:

- Quarter 1: January 1<sup>st</sup> to March 31<sup>st</sup>
- Quarter 2: April 1<sup>st</sup> to June 30<sup>th</sup>
- Quarter 3: July 1<sup>st</sup> to September 30<sup>th</sup>
- Quarter 4: October 1<sup>st</sup> to December 31<sup>st</sup>

Accumulated credits from this incentive program may be banked as additional leave in a gratuity bank or paid out at the Employee's request. Credits may be used as earned. Credits must be used or paid out by Dec 31<sup>st</sup> of the following calendar year in which the leave was accrued. Any remaining unused credits will be automatically paid out at the end of the following calendar year.

The Employer recognizes that annual leave requests shall take priority over gratuity leave requests, but that no requests will be unreasonably denied.

Time off shall be taken at the Employer's discretion. Employee's request 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 (1) day, in increments of one (1) hour, may be requested at any time and may be approved subject to operational requirements.

#### **16.05 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.

#### **16.06 Absence Reporting**

An Employee who is unable to report to work because of illness shall advise their immediate supervisor before starting time of each shift that they will not be at work due to illness. If the immediate supervisor is off duty and unavailable, the Employee shall ensure they contact an on duty supervisor. 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.

#### **16.07 Family Illness**

After notifying their supervisor, an Employee shall be granted a maximum of three (3) sick leave days per year to provide for the needs of a sick member of their immediate family.

#### **16.08 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 their regular position.

#### **16.09 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 their 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.

#### **16.10 Use of Vacation Bank for Sick Leave**

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





## **16.11 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 their 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.

### **17.02 Death of Immediate Family Member/Relative**

In the event of the death of the Employee's spouse, common-law spouse, child, parent or guardian, brother, sister, 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 five (5) days bereavement leave. Part-Time Employees shall receive a pro rata amount of bereavement leave based on the ratio of the Employees' regular Part-Time schedule and Full-Time hours for their classification.

### **17.03 Payment for Balance of Shift**

In addition, if the Employee is notified of the death while they are working, they 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.

### **17.04 Funeral Leave**

Upon giving twenty-four (24) hours' notice, an Employee shall be granted up to one (1) days' leave, with one-half (0.5) days' 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.

### **17.05 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 shall not exceed the days specified in Article 17.02. 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.

### **17.06 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.

### **17.07 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.

### **17.08 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 their 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 their employment shall be paid their 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 their 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.

### **17.09 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 rata 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 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 their seniority rights and their name shall be stricken from the seniority list and they will no longer be considered an Employee of the Employer.

### **17.10 Elections**

Any Employee eligible to vote in a federal or provincial election is entitled to have such time free from their 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.

### **17.11 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 their term of office.

### **17.12 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, child, or adopted child, provided such day falls on their 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 principles 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 Director of Human Resources.

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 Union is not satisfied with the conclusions of the job content review, 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 mutual classification specialist mutually agreed to by the Parties. The recommendation of the mutual 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) 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 \$350.00 every two (2) years and the hearing aid option of \$1000.00 every five (5) years, eye exams every two (2) years to a maximum of \$75.00, per member and dependent, in accordance with the provisions of the master carrier.
- (b) For the following Practitioners, the plan will pay a visit fee to a maximum of \$25 per visit per Practitioner for the first 12 visits, subject to the plan's maximum benefit amount and reimbursement percentage and any remaining benefit.
  - Chiropractor \$750
  - Massage Therapy unlimited
  - Physiotherapist unlimited
- (c) The Employer will provide a pay direct card through the benefits provider and add oral contraceptive to the list of recognized prescription drugs.

### **19.02 Psychological Services Benefit Plan**

For Full-Time and Part-Time Employees, the Employer will pay 100% of the costs of counselling services to a maximum cost of \$2400.00 per family per calendar year. It is further understood that, should the cost of this benefit exceed \$2400.00, the Employee will pay the difference.

For Casual Employees, the Employer will pay for 100% of the costs of counselling services to a maximum cost of \$1200.00 per Employee per calendar year. It is further understood that, should the cost of this benefit exceed \$1200.00, the Employee will pay the difference.



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Additionally, the Employer will provide to all Employees an Employee Family Assistance Plan.

### **19.03 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 \$3,000 per year, per insured person.

Plan B - Prosthetics, Crowns and Bridges - pays for 50% of approved schedule of fees to a maximum of \$3,000 per year, per insured person.

Plan C - Orthodontics - pays for 50% of approved schedule of fees to a maximum of \$3,000 in a lifetime, per insured person.

### **19.04 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.

### **19.05 Long Term Disability Plan**

The Employee pays 100% of the premium for the long term disability plan which has a payout of 60% of the first \$2500 of monthly basic earnings and 50% of the balance rounded to the next higher \$1, if not already a multiple of \$1 to a maximum of \$8,000.

### **19.06 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.

### **19.07 Pension**

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

### **19.08 Continued Coverage**

When an Employee is on an authorized unpaid leave of absence, or when a grievance is invoked on their 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 their earnings any monies the Employer has paid out in respect of their contributions;
- (d) In the event the Employee does not return to work and the Employee refuses or neglects on demand at their last known address, to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount of Union dues.

#### **19.09 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) Part-Time Employees

Part-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. Premium costs for medical, dental and extended benefits shall be shared on a pro rata basis based on the ratio of the Employees' regular, Part-Time schedule and Full-Time hours for their classification.

(c) 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 No.'s 19.01 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, enroll 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 Employees' 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 Article No.'s 19.01 and 19.03 of this Agreement.

(d) 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 No.'s 19.01 and 19.03 of this Agreement.

### **19.10 Supplementary Employment Benefit (SEB) Top Up**

The Employer agrees to provide a top up of EI benefits to 95% of the salary for Full-Time and Part-Time Employees, based on their regular schedule of work, while on pregnancy leave for up to seventeen (17) weeks.

## **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 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.





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## **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 the 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 their regular rate, the following premium based on the class of certificate required: Level II - .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.



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## 20.05 WorkSafe BC Benefits

- (a) Where a Full-Time or Part-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.
  - (iii) The Employee will continue to accrue sick leave. The accrual of annual leave will continue for up to three (3) months. If the claim exceeds three (3) months, the accrual of annual leave will cease.
- (c) Provided the conditions contained in Article No. 20.05(a)(i) and (ii) are met, the Employer shall:
- (i) Continue to pay the Employee their 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 up to twelve (12) months while an Employee is off on a WorkSafe BC claim, provided the Employee pays the Employee's share. If a WorkSafe BC claim exceeds twelve (12) months, and the Employee chooses to retain their benefits after this time, the Employee shall assume both shares.

#### **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 their 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 Full-Time, Part-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) (i) Employees (age fifty-five [55] or over) who, after completion of a minimum of five (5) years' service, retire on municipal pension, shall receive two (2) months' pay plus an additional week's pay for every additional five (5) years of continuous service.
- (ii) For Casual Employees, pay shall be calculated based on their average earnings of the previous thirty six (36) months of employment.
- (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 Terms**

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

### **25.02 Respectful Workplace**

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 – Respectful 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 their own vehicle, the Employee shall be reimbursed on a rate per kilometer basis at the rate of .50¢ per kilometer or the rate per kilometer in APD Policy I.D.90 Per Diem Rates, whichever is greater.

It is the Employee's 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 their 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) months' notice or pay in lieu of notice for five (5) years or more 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 1<sup>st</sup> day of January, 2020, until the 31<sup>st</sup> day of December, 2021, 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 31<sup>st</sup> day of December, 2021, or immediately preceding any succeeding 31<sup>st</sup> 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 of British Columbia*.

Signed this \_\_\_\_\_ 28th \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_ 2021.

SIGNED ON BEHALF OF THE  
ABBOTSFORD POLICE BOARD

SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION NO. 31

Elaine Klassen  
Director, Support Services

Randy Millard  
Director, Finance & Budget

Margaret Harder  
HR Advisor

Patricia La Framboise-Lo  
Director, Human Resources

Paulette Freill  
Deputy Chief Constable, Administration

Stan Hennessy  
President

Lance Matricardi  
Business Representative

Jennifer Bernier  
Shop Steward

Randy Dalit  
Bargaining Committee Member

Mike Hennessy  
Business Representative





**Abbotsford Police Department  
Classifications and Pay Rates 2020 to 2021**

	Pay  Grade	January 1, 2020			January 1, 2021			
		2.00%			1.75%			
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	
<b>SCHEDULE "A"</b>								
1	Police Clerk II - Records FC	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
2	Police Clerk II - CPIC Operator	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
3	Police Clerk II - Transcription Coordinator	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
4	Police Clerk II - Traffic Clerk	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
5	Clerk V - FIS Clerk	PGRD_40	27.15	28.71	30.31	27.63	29.21	30.84
6	Crime Analyst Assistant	PGRD_40	27.15	28.71	30.31	27.63	29.21	30.84
7	VS Volunteer Coordinator	PGRD_100	30.40	32.75	35.32	30.93	33.32	35.94
8	Quality Assurance Analyst	PGRD_110	32.27	33.67	35.06	32.83	34.26	35.68
9	Court Liaison	PGRD_110	32.27	33.67	35.06	32.83	34.26	35.68
10	Information & Privacy Disclosure Analyst	PGRD_110	32.27	33.67	35.06	32.83	34.26	35.68
11	MNI & Non-Disclosure Coordinator	PGRD_120	31.94	33.33	34.74	32.50	33.91	35.35
12	Public Service Counter Supervisor	PGRD_125	35.50	37.04	38.57	36.12	37.69	39.25
13	Finance Clerk	PGRD_130		29.04	30.66		29.55	31.20
14	Crime Analyst	PGRD_135	40.87	43.34	45.80	41.59	44.10	46.60
<b>SCHEDULE "B"</b>								
1	Police Clerk II - Transcriber	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
2	Training Clerk I	PGRD_20	25.72	27.03	28.43	26.17	27.51	28.93
3	Exhibits/Property Clerk	PGRD_50	29.38	30.85	32.58	29.90	31.39	33.15
4	Community Policing Program Coordinator	PGRD_110	32.27	33.67	35.06	32.83	34.26	35.68
5	CIB Investigative Assistant	PGRD_110	32.27	33.67	35.06	32.83	34.26	35.68
6	PRIME Coordinator	PGRD_115	33.58	35.62	37.65	34.17	36.25	38.31
7	Digital Forensic Analyst	PGRD_135	40.87	43.34	45.80	41.59	44.10	46.60
8	Public Service Counter Clerk	PGRD_140	26.05	27.36	28.78	26.51	27.84	29.29
9	Training Assistant	PGRD_160	27.46	29.04	30.66	27.94	29.55	31.20



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## Letter of Understanding No. 1

### Court Liaison Officers

Due to changes in how bail hearings are being administered, the Court Liaison Officers' schedule will be altered to incorporate weekend and evening coverage. The Employer and the Union have agreed to the attached rotating schedule. The Parties agree that the shift schedule may be subject to change as necessary, based on operational need. The shift schedule may be terminated with written notice by the Employer. A formal discussion will occur with the Union to explore alternate options at such time, as per Article 10.06(b) and 10.07 of the Collective Agreement.

The Court Liaison Officers will follow a rotating schedule:

- (a) Total hours worked shall fluctuate between 60 and 80 hours, with shift levelling applied so that each pay period shall not exceed 70 hours.
- (b) Shifts shall be (10) hours in length.
- (c) Employees shall work four (4) shifts, followed by four (4) days off.
- (d) For any hours required by the Employer to be worked between 1800 and 700 hours, the Employee shall be paid a shift differential premium of 6% of their regular hourly wage for all time required to work during that period, including overtime hours.
- (e) If an Employee's normal work day falls on a Statutory Holiday and they do work on that day, they shall be paid at the regular rate for each hour worked, and paid or credited for 5 hours of overtime at the regular hourly rate. In addition, they shall be entitled to Statutory Holiday pay in an amount equal to their regular rate of pay for seven (7) hours.
- (f) An Employee who is not scheduled to work on the day of a Statutory Holiday will, if otherwise qualified, be entitled to seven (7) hours Statutory Holiday pay at their regular hourly rate.
- (g) 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 ten (10) hours and the Employee will receive an amount equal to seven (7) hours pay at the regular hourly rate of pay.
- (h) Overtime for each Employee will apply following the completion of ten (10) 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.
- (i) Employees working the Special Shift who are required to attend courses, workshops, etc. shall attend on the basis of a seven (7) hour day and this shall not be a cost factor to the Employer, nor shall the Employee suffer a loss.
  - (j) The backfill procedure for unexpected absences or illnesses will be administered by the Court Liaison Officers.
  - (k) Upon any permanent Full-Time vacancy within the Court Liaison Unit, a seniority-based bidding process shall commence for the vacant special shift position(s) and the Schedule A (Monday to Friday) position amongst the existing Full-Time employees within the unit. Following the conclusion of the bidding process, the remaining shift and vacant position shall be posted consistent with this Collective Agreement.



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## **Letter of Understanding No. 2**

### **Shift Premium**

The Employer and the Union agree to an amendment of provision 10.09 of the Collective Agreement:

For any hours required by the Employer to be worked between 1800 and 700 hours, the Employee shall be paid a shift differential premium of 6% of their regular hourly wage for all time required to work during that period, including any overtime hours.

This amendment does not supersede Section 8(a) of Letter of Understanding No. 3, 11½ Hour Shift which states that there will be no shift differential for Employees working the 0600 to 1800 hours shift.



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### 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 eleven and one half (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 thirty [30] minute meal break) followed by two (2) night shifts (exclusive of a thirty [30] minute meal break), or four (4) consecutive afternoon shifts and then shall have scheduled periods of rest according to item #5 of this Letter of Understanding.

Effective date of signing, shifts shall be as follows:

- Day Shift                      0600 to 1800 hours
- Night Shift                    1800 to 0600 hours

- (4) In each shift, Employees will be relieved for one (1) unpaid thirty (30) minute meal break and two (2) twenty-two and one half (22½) minute rest periods. Subject to the approval of the Supervisor, the thirty (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 they do work on that day, they 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, they shall be entitled to Statutory Holiday pay in an amount equal to their 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 their 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 eleven and one half (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 nineteen and one half (19½) 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 eight (8) hour to eleven and one half (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; twelve (12) Statutory Holidays would be equal to ninety-six (96) 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 eleven and one half (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



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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 ninety-two (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 eleven and one half (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.

The Employer will only reconcile a shift level bank, on a case by case basis, when an Employee permanently leaves a Special Shift.

- (11) The parties agree that the Special Shift applies only to Police Clerk II – Transcriber.



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**Letter of Understanding No. 4**

**Integration of Services**

Where the Employer intends to enter into an arrangement with other law enforcement agency(s), 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. 6.

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 endeavor to secure employment opportunities within the new structure for as many affected Employees as possible.





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## Letter of Understanding No. 5

### 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.

#### 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. The Employer recognizes the positions will be filled in seniority order within the section, offered first to regular Full-Time Employees, second to Part-Time Employees, and last to Casual Employees. The Employee and the Union shall administer this procedure. If a Full-Time or Part-Time Employee agrees to partner in the job share, after ninety (90) calendar days, they shall relinquish their position.

#### Procedure

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

#### Duration



- (a) Each job sharing arrangement shall be for a period of one (1) year, unless extended or reduced by mutual agreement between the Employer and the Union.
- (b) 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.
- (c) In all cases where the job share agreement is terminated the Full-Time Employee who requested the job share shall revert to their original position, unless an alternative job-sharing arrangement has been approved in the interim.
- (d) In the case where the job share agreement is terminated within ninety (90) calendar days, a Full-Time or Part-Time job share partner will return to their previous position. If the job share agreement is terminated after ninety (90) calendar days, the Full-Time or Part-Time job share partner will be placed in the Casual pool and their status shall be changed to Casual.
- (e) Upon termination of the job share agreement, where the job share partner is a Casual Employee, the Casual Employee shall return to the Casual pool.

### **Employee Status and Working Conditions**

- (a) 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 rata 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.
- (b) The general principles with respect to Employee benefit entitlement, vacations entitlement, sick leave and other benefit provided within the Collective Agreement, shall be pro rata in accordance with the hours of work in the job sharing arrangement.

### **Assignment of Extra Shifts**

Full-Time Employees while on job share shall be placed at the bottom of the Casual Employee call-out list for the purpose of accepting shifts in addition to their own. Once the Full-Time Employee accepts a shift, their seniority will apply.

### **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



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arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.



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**Letter of Understanding No. 6**

**Contracting Out**

The Employer has the right to contract out to 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.



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