



COLLECTIVE AGREEMENT

between the

WEST VANCOUVER POLICE BOARD

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

2013 January 01 to 2016 December 31

Errors and omissions will be addressed by the parties.

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THIS AGREEMENT made the First day of January, TWO THOUSAND AND THIRTEEN (2013)

BETWEEN:

THE WEST VANCOUVER POLICE BOARD
(hereinafter called the "Board")

of the First Part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION
(hereinafter called the "Association")

of the Second Part

ARTICLE 1 – GENERAL

1.01 WHEREAS the Board approves and recognizes the Association as the sole bargaining agency on behalf of its Employees other than police officers and those Employees excluded under the Labour Relations Code of British Columbia, and excepting those certified under other bargaining units certified under said Code.

AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employee be drawn up in an Agreement, the following shall so apply:

1.02 Rights of Management

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to the intent of this Agreement shall continue in full force and effect for the duration of this Agreement, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

ARTICLE 2 – TERM OF AGREEMENT

2.01 This Agreement shall be effective for a four (4) year period from January 01, 2013, to and including December 31, 2016 and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the *Labour Relations Code of British Columbia.*

2.02 It is agreed that Section 50(2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply to this Collective Agreement.

2.03 If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

ARTICLE 3 – ASSOCIATION SECURITY

3.01 It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Board shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employees' first working day of employment and shall remain members of the Association as a condition of employment providing that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular Association dues.

3.02 Provided that each Employee has signed an "Application For Association Membership" form and has signed a "Fees and Dues Authorization" form, and provided that such "Fees and Dues Authorization" form is not revoked in writing by the Employee, the Board will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.

3.03 Members Acting in Exempt Positions

(a) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the temporary appointment so as to allow the Employee to fully execute the Exempt Staff duties.

(b) No leave of absence will be required where the Employee is:

(i) Appointed to act for ten (10) consecutive working days or less, or

(ii) Required also to perform some or all of their regular classified bargaining unit duties.

ARTICLE 4 – DEFINITIONS

Effective 2014 July 24:

4.01 (a) A **Permanent Full-time Employee** is an Employee who is employed on a full-time basis of thirty-five (35) or thirty-seven and one-half (37½) hours per

week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, and Temporary Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees. The probation period for Permanent Full-time Employees shall be the first six (6) months of service.

(b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (a) above but which are one of the following:

(i) Twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position, or

(ii) Twenty-one and one-half (21½) hours or more per week for a classification established as a thirty-seven and one-half (37½) hour per week position.

Employees who have worked in either (i) or (ii) above for an indefinite period of time and who have completed a probationary period of the same duration as a Permanent Full-time Employee, consisting of satisfactory continuous service.

(c) **Probationary Employee**

The probation period for Permanent Full-time Employees shall be six (6) months.

(d) A **Temporary Employee** is an Employee employed in a position or positions which are not established; provided that no Employee may remain a Temporary Employee after the expiration of eighteen (18) months continuous service or remain in a single position for twelve (12) months continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.

(e) A **Replacement Temporary** is used to fill a need created by the extended absence of a permanent Employee. There is no vacant position created by these leave situations. It is recognized that in cases such as maternity leave or sick leave, prior knowledge of the length of absence or illness may not always be available. In the case of sick leave, a Permanent Employee may be released by their physician to return to work with very little, if any, prior notification to the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months are not applicable to Replacement Temporary Employees.

(f) An **Extended Term Temporary** is used for individuals hired for a term specific project that is known at the outset to be of greater than twelve (12) months duration. Examples discussed include new capital projects and other initiatives with estimated end dates, or where there is a need to hire an individual to provide a specific service for a term that goes beyond the existing "temporary Employee" category twelve (12) month time frame. "Extended Term Temporary" positions are not positions required for an indefinite period of time, and will be addressed on a case-by-case basis.

If the originally anticipated term date needs to be altered, it would be through consultation and concurrence of the parties.

Payment for the work is at the rate commensurate with the position assigned. Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months are not applicable to Extended Term Temporary Employees.

(g) A **Casual Employee** is any other Employee working less than the number of hours shown in 4.01(b). The Chief Constable is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in 4.01(b); it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of six (6) months in time for a position with a six (6) month probation period.

4.02 Probation

(a) Where an Employee moves from Permanent Part-time status to Permanent Full-time status in the same position, in the same section/division, the Employee shall be given credit for the time served as a probationary Employee in the Permanent Part-time position as follows:

(i) If completed the full probation period for the Permanent Part-time position: Fifty percent (50%) of the probation period for the Permanent Full-time position shall be served.

(ii) If completed a portion of the probation period for the Permanent Part-time position: The probation period for the Permanent Full-time position will be reduced by the equivalent time served as a probationary Employee in the Permanent Part-time position, but in no case shall the probation period be less than fifty percent (50%) of the probation period for the Permanent Full-time position.

(b) Where an Employee moves from Permanent Part-time status to Permanent Full-time status in a position in another section/division, or where an Employee moves from Permanent Part-time status to Permanent Full-time status in a different position within the same section/division, the Employee shall be required to complete the full probation period for the Permanent Full-time position they move into.

The term "position", where used in this Section shall not mean "job classification".

4.03 Chief Constable

"Chief Constable" means the Chief Constable of the West Vancouver Police Department and when applicable shall include their authorized delegate.

4.04 Department

"Department" means the West Vancouver Police Department.

4.05 Job Sharing

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District's Job Sharing Agreement. The written agreement shall be signed by the Chief Constable or designate, WVMEA, and the affected Employees.

4.06 Gender

The masculine gender, wherever used herein shall also mean and include the feminine, unless the context otherwise requires.

4.07 Municipal Pension Plan

Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act* apply to the Employer and its Employees who participate in the Plan. This Plan is referred to as the Municipal Pension Plan in this Collective Agreement.

4.08 Re-retires

Re-retires refers to when an Employee retires from the Department and is subsequently re-hired by the Board, and then retires again from the Board.

4.09 OIC

OIC means "Officer in Charge of".

ARTICLE 5 – REMUNERATION

5.01 (a) The scales of remuneration set out in Schedule "A" shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

January 1, 2013 ..... 1.75%
January 1, 2014 ..... 1.75%
January 1, 2015 ..... 2%
2016 ..... Pattern settlement of first four identical Municipal (Metro Vancouver) wage settlements including effective date(s).

Retroactive Pay

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2013 and 2016 pay increase is to be paid out, will automatically receive any retroactivity due to them. Individuals who were of "permanent" employment status, but are no longer employed by the Board at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other Employees no longer employed by the Board at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The District will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

(b) Salaries listed in Schedule "A" are shown in hourly rates of pay.

(c) Overpayments and Underpayments Due to Administrative or Other Error

Where an Employee has been overpaid as a result of administrative or other error, the Board will reach an agreement with the individual to manage reasonable and timely repayment of the overage. Where the overpayment is over the amount of one hundred dollars ($100) or where a group of Employees is involved, the Association will be informed. It is understood that there will be no interest charged on overpayments. Where the error is clearly obvious to the Employee, it is the responsibility of the Employee to inform the Employer of the error.

Where an Employee has been underpaid as a result of administrative or other error, the District will endeavour to correct the error in the pay period following becoming aware of the error.

5.02 A Permanent Part-time Employee shall be eligible to receive a step increment upon having completed the equivalent number of hours that a Permanent Full-time Employee in the same classification would work to receive a step increment.

5.03 Increments

(a) Pay Grade10 through Pay Grade 14

Incumbents in such classifications shall, subject to the completion of satisfactory performance, receive six (6) month increments from Step 1 to Step 2 and from Step 2 to Step 3 of their respective pay grades. Increments from Step 3 to Step 4 and from Step 4 to Step 5 within the pay grade shall be on an annual basis from Step 3, subject to the completion of satisfactory performance.

(b) Pay Grade 15

Incumbents in such classifications shall, subject to the completion of satisfactory performance, receive a six (6) month increment from Step 1 to Step 2 of the pay grade. Increments through the remainder of the pay grade shall be on an annual basis from Step 2, subject to the completion of satisfactory performance.

(c) All Other Classifications

Except as shown in (a) and (b), all other classifications receive increments on an annual basis following the completion of satisfactory performance.

(d) Temporary Employees and Part-time Employees

Notwithstanding paragraphs (a), (b) and (c) above, shall receive increments upon the Temporary Employee or Part-time Employee working the equivalent number of hours that a Permanent Employee would work during a six (6) month period or a one (1) year period, as the case may be.

5.04 Pay for Acting in a Senior Capacity

When an Employee is appointed to temporarily accept the responsibilities and to carry out substantially all of the duties incident to a position which is senior to the position which they normally hold, they shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over their normal rate. Appointments to act in the higher position must be authorized in writing by the Chief Constable or designate.

If the acting appointment is known to be three (3) consecutive months or longer from the outset, any paid leave taken during the period will be paid at the higher rate. If the acting appointment becomes three (3) consecutive months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to 5.04 Pay for Acting in a Senior Capacity, and does not include paid leave taken from an overtime bank.

5.05 First Aid Premiums

First Aid Premiums shall be established and paid to designated holders of WorkSafe-approved First Aid Certificates as follows:

Level 3	Ninety-five (95) cents per hour
Level 2	Eighty (80) cents per hour
Level 1	No premium

5.06 Biohazard Pay

An Employee who is required to clean up bodily fluids will receive a premium of seventy-five cents ($.75) (effective 2014 July 24, two dollars ($2.00)) per hour for all hours worked in the performance of such duties.

5.07 Direct Deposit

All Employees receive their pay through Direct Deposit to their bank account. Employees are responsible for providing Payroll with current banking information and for keeping Payroll updated if any changes occur.

5.08 Market Adjustments

Where a classification has been identified by the Board as being behind market and/or such class has been difficult to recruit for or to retain Employees in, the Board may, after consultation with the Association, temporarily increase the rate of pay for the classification by up to two pay grades (or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedule "A".

Such temporary increases will be reviewed by the Board annually on July 31st or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a classification is found to be above market then the rate of pay for the classification may be adjusted by the Board to reflect the new market conditions but in no case will the rate of pay be adjusted below the rate of pay shown in Schedule "A". Those Employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as normal increments and/or general negotiated increases result in a rate that matches or exceeds the Employee's current rate, at which time Employees shall again become eligible for increments and subsequent general increases.

ARTICLE 6 – FILLING VACANCIES

See also Article 11.02.

6.01 Except as provided in Section 12.05 Recall, the Board agrees that before filling any position which has become vacant, and all new positions being created, or

Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Public Safety Building and in such other places as may be agreed upon for seven (7) days before such vacancy is filled. It is further agreed that the Board will forward a copy of all postings relative to this section to the Business Manager of the Association.

6.02 It is agreed that postings shall include the following statement:

> "This posting does not list all the duties of the position, nor does it fully detail the required skills, knowledge and abilities, licences and certificates required of candidates. For details please refer to the Class Specification which is available for inspection in the Human Resources Department and on the Department Intranet."

ARTICLE 7 – BENEFITS

7.01 It is hereby agreed that the following Employee benefits will be continued for the term of this Agreement (see also Appendix 1):

(a) For all Employees except Permanent Full-time and Permanent Part-time Employees see Section 7.15.

(b) (i) **Permanent Full-time Employees**

All Permanent Full-time Employees will be eligible for benefits the first day of the month following their start date as a Permanent Employee. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in benefits as described below.

(ii) **Permanent Part-time Employees With Less Than Three (3) Months Service**

All Permanent Part-time Employees who have worked less than three (3) months of continuous service shall be entitled to receive twelve percent (12%) of regular salary in lieu of benefits.

(iii) **Permanent Part-time Employees With Over Three (3) Months Service - Options**

Permanent Part-time Employees who have worked three (3) months of continuous service as a Part-time Employee and who regularly work twenty (20) or more hours per week, shall be provided with a one (1) time choice between receiving an additional percentage of regular salary in lieu of all benefits or actual benefits coverage as described below.

At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

All Permanent Part-time Employees who have worked three (3) months, shall be entitled to the same Bereavement Leave, Pregnancy Leave, Adoption Leave and Jury-Witness Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid Leave of Absence.

Permanent Part-time Employees who opt for a percentage in lieu can enroll in the Municipal Pension Plan as per 7.07(c) once they reach the Pension Plan requirements.

(iv) **Permanent Part-time – With Benefits**

Permanent Part-time Employees who complete three (3) months continuous service and who opt for benefit coverage shall commence such coverage on the first (1st) day of the month immediately following the completion of three (3) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of three (3) months continuous service and the commencement of benefit coverage. The Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for benefits.

In any case where an eligible Employee opts for benefits coverage, the Police Board will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums.

Where a Permanent Part-time Employee is assigned to work consistent additional hours in their position beyond what they normally work (their "master" hours) for a period that is known at the outset to be of at least three (3) months duration, their master will be changed to reflect the higher number of hours for the full period of the additional hours. Where a period of assigned consistent additional hours either comes or looks likely to become a period of at least three (3) months duration, the Employee's master will be changed at that point to reflect the higher number of hours for the remaining period of the additional

hours. The master will be changed back to the Employee's normal Part-time hours once they have ceased to continue working the additional assigned hours. The purpose of this provision is to calculate the appropriate percentage the Board and the Employee pay and the adjusted benefits (e.g. bereavement, sick, banks, etc.) that the Employee becomes entitled to during periods of consistent additional assigned hours worked in the Employee's permanent position.

7.02 Extended Health Benefit

(a) Details of Plan coverage are available on the Department Intranet.

(b) Deductible - the Extended Health Care Benefit annual deductible is one hundred ($100) per annum.

(c) The lifetime maximum of the Plan is one million ($1,000,000).

(d) The Board's share of premiums for the Extended Health benefit shall be seventy-five percent (75%) with the Employee's share being twenty-five percent (25%), or as per Section 7.01(b)(iv).

(e) The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will include laser eye surgery and provide a maximum payable benefit of Four Hundred Dollars ($400) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. Effective 2014 July 24, the Option will include prescription sunglasses.

7.03 B.C. Medical Plan

The Board's share of premiums for those Employees participating in the Medical Plan shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%), or as per Section 7.01(b)(iv).

7.04 Group Life Insurance

The Board's share of premiums for the Group Life Insurance benefit shall be sixty percent (60%) of the total premium and the Employee's share shall be forty percent (40%) of the premium, or as per Section 7.01(b)(iv).

Life insurance coverage shall be equivalent to twice one year's salary, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is two hundred and ten thousand dollars ($210,000).

Age 65 or over - Coverage terminates at age 65.

7.05 Long-term Disability (LTD)

The Long-term Disability Plan provides protection against total loss of earnings due to health reasons. The Board's share of premiums shall be seventy-five percent

(75%) and the Employee's share shall be twenty-five percent (25%), or as per Section 7.01(b)(iv).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

Age sixty-five (65) or over – coverage and benefits terminate at age sixty-five (65).

7.06 Dental Plan

(a) The Board's share of premiums shall be seventy-five percent (75%) (effective 2014 July 24, eighty percent (80%)) and the Employee's share shall be twenty-five percent (25%) (effective 2014 July 24, twenty percent (20%)), or as per Section 7.01(b)(iv).

(b) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost for basic services. Plan A includes nine (9) month visits for adults and six (6) month visits for children.

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics [up to a lifetime maximum of two thousand, five hundred dollars ($2,500)] per dependent child. Effective 2014 July 24, fifty percent (50%) repayment of the approved cost for the orthodontics [up to a lifetime maximum of three thousand dollars ($3,000)] per employee, employee's spouse or common-law partner, and dependent child.

7.07 Municipal Pension Plan

(a) Compulsory enrollment is required when a Permanent Full-time Employee who is age eighteen (18) or older reaches the earlier of:

(i) The date on which the Employee's probation period is successfully completed; or

(ii) The date on which the Employee completes twelve (12) months of continuous employment in a permanent position; or

(iii) Effective 2014 July 24, the date the Employee is required to enroll under the rules of the Municipal Pension Plan, where this date is earlier than the date in (i) or (ii).

(b) Subject to Section 9(i) of the *Public Sector Pension Plans Act*, the Board agrees to participate as to one-half the cost determined by the Commissioner of Municipal Pension Corporation to extend the pensionable service of a

member covered by this Agreement up to a maximum of one year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the Board and which has not previously been considered as pensionable service. Current Pension Plan rules require that the purchase of service be made within five (5) years of the hire date for Permanent Employees.

This benefit shall be subject to the following conditions:

(i) Only a member with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the *Public Sector Pension Plans Act* shall be eligible; and

(ii) An Employee who wishes to take advantage of this benefit shall give the OIC Administration Division at least six (6) months' notice in writing in advance of the date at which the Employee wishes to retire. The Employee must also provide written verification of the purchase of the service, including cost at the time of purchase, for reimbursement of one half of what the actual cost was at the time of purchase. The reimbursement shall be paid to the Employee upon their retirement. Purchase of this service must be made within the timeframe established by the *Public Sector Pension Plans Act*.

7.08 Retirement

If an Employee retires and receives payment under this Article and then becomes an Employee again and re-retires, he/she is entitled to a maximum of one (1) month's pay (21.67 working days when payment is split between retirements) in total through all of their retirements with the Board.

(a) On retiring at or after age 60, a superannuated Employee shall receive one month's pay, computed at their rate of pay for the calendar month immediately preceding the date of retirement.

(b) On retiring at or after age 60, an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their rate of pay for the calendar month immediately preceding the date of retirement, for each completed consecutive period of twelve (12) months continuous service to a maximum of one month's pay.

(c) An Employee who retires under the age of 60 will qualify for either one month's salary or two days' pay for each consecutive twelve months of service to a maximum of one month's pay (as shown in 7.08 [a] and [b], provided their age and years of service with the Board total 80 or more.)

7.09 Sick Leave Plan

(a) After three (3) completed calendar months continuous service, Probationary and Full-time Employees shall be granted Sick Leave with pay on the basis of

one and one-half (1½) days per month (maximum 18 days per calendar year), cumulative to a maximum of 250 working days, retroactive to the first calendar month of employment.

For Employees employed as at April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of two hundred and eighty (280) working days. Once the level of days drops below two hundred and fifty (250) working days, Employees can only earn back to a maximum of two hundred and fifty (250) working days.

Where continuance and/or cumulative absences occur as outlined in (i), (ii) and (iii) below, Annual Sick Leave credits in the following year shall be pro-rated as follows:

(i) Up to twenty (20) continuous working days of absence due to Sick Leave, between January 1st and December 31st will not result in any reduction of Sick Leave credits.

(ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{\text{260 working days}} \times 18 \text{ days}$$

(iii) Cumulative absences of forty (40) working days or more on Sick leave between January 1st and December 31st will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{\text{260 working days}} \times 18 \text{ days}$$

(b) A medical certificate may be required as proof of sickness.

(c) In the event of extended medical absence, if the Employer requires medical certification of ability to return to work, the Employer will pay for the cost of the certificate.

(d) Non-Culpable Termination

Where a Permanent Employee has exhausted all sick leave benefits, including any Employment Insurance benefits and has no access to Long-term Disability benefits, the Board may, at their discretion, terminate their employment on a non-culpable basis unless there is a reasonable likelihood that they would be able to return to productive employment within nine (9) months from the last day that benefits were received. In this case, the Employee will be granted sick leave without pay for the additional period. If, at the end of the additional period, the Employee is still unable to return from sick leave, the Employee may be terminated on a non-culpable basis.

7.10 Illness in the Family

Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness, an Employee, upon approval of the Chief Constable or designate, may be granted up to three (3) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those Employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

7.11 WorkSafe Benefits

(a) In WorkSafe cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Board from the Employee's Sick Leave, but shall not be a deduction from the Gratuity allowance.

(b) A WorkSafe Income Continuance Plan is instituted as follows:

(i) While the Employee is absent on Wage Loss Benefits the wage loss cheque from WorkSafe will be forwarded to the Municipality and the Employee will continue to be in receipt of a cheque from the Municipality. If the net adjusted pay received by an Employee by way of WorkSafe Income Continuance benefits is below that pay which they would have received had they been working, the District will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.

(ii) While in receipt of the WorkSafe Wage Loss Benefit the Employee's salary for the period of wage loss will be the figure which WorkSafe calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Unemployment Insurance which presently are not taxable on WorkSafe Wage Loss Benefits and any others which in the future may become non-taxable under WorkSafe Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (i) above.

7.12 Third-party Liability Provision

(a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received Sick Leave benefits. The Employee shall give permission to the insuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employees' sick bank and credit the Employees' Sick Leave and Gratuity banks for the number of days represented by the payment.

(b) Failure to comply with this section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third party claim.

7.13 Graduated Return to Work

The Board's return-to-work program will be entered into if medically authorized by the Employee's medical practitioner(s).

7.14 Gratuity Plan

(a) Effective April 1, 1999, current Employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused annual banked Sick Leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999, new Employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused annual banked Sick Leave for the first (1st) year;
- 5% of unused annual banked Sick Leave for the second (2nd) year;
- 12% of unused annual banked Sick Leave for the third (3rd) year and beyond.

Gratuity credits may be accumulated to a maximum total of 120 days, and may be withdrawn in whole or in part after five (5) years continuous service in cash, or on approval of the Chief Constable, as additional Vacation.

(b) Payment of the Gratuity in cash shall be computed at the time of withdrawal as follows:

Gratuity Hours Withdrawn x Current Hourly Rate

7.15 Benefits and Terms of Employment for Casual and Temporary Employees

(a) Casual and Temporary Employees are entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay. For benefits such as bereavement leave, the Employee is entitled to time off without pay (pro-rated if the Employee is not working as a Temporary Full-time). The "in lieu" payment shall be included on the Employee's pay cheque.

(b) Overtime

Effective 2014 July 24, overtime for Casual and Temporary Employees shall be paid on a weekly basis once the Employee has completed the full-time equivalent hours for the shift the Employee is working, or when the Employee

has completed thirty-five (35) hours, for all employees except Maintenance Employees and thirty-seven and one-half (37½) hours for Maintenance Employees, of work in the work week.

(c) Statutory Holidays

Any Casual or Temporary Employee who is required to work on a Statutory Holiday (as listed in Section 10.02[b]) because of the continuous nature of the work shall be paid one and one-half (1½) times their regular rate of pay for the hours worked on such Statutory Holidays.

(d) Municipal Pension Plan

Pension Plan contributions shall commence (for those qualified under the terms of the *Public Sector Pension Plans Act*) on the first day of the pay period following eligibility should an Employee so elect to contribute to the Pension Plan.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Board is also required by the Act to continue its contributions to the Plan.

(e) Dismissal Notice

All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.

ARTICLE 8 – LEAVES OF ABSENCE

8.01 General Leave

Upon application and upon receiving permission of the WVPD's OIC Administration Division or designate or appointed substitute in each case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, the decision shall be subject to the review of the Chief Constable.

8.02 Bereavement Leave

(a) Any Permanent Employee (pro-rated for Part-time) who has completed three (3) months of employment, may be granted Bereavement Leave without loss of pay for a period not to exceed three (3) working days in the following events:

(i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the Employee for at least one year and who is publicly represented as the member's spouse; or

(ii) in the case of the death of any other relative if living in the Employee's household; or

(iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.

(b) Any Employee who qualified for Bereavement Leave without loss of pay under, Sub-section 8.02(a) and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days (pro-rated for Part-time).

(c) Requests for leave under Sub-sections 8.02(a) and (b) shall be submitted to the Chief Constable who will determine and approve the number of days required in each case.

(d) An Employee who qualified for Bereavement Leave without loss of pay under Sub-section 8.02(a) may be granted such leave when on Annual Vacation if approved by the Chief Constable. An Employee who is absent on Sick Leave with or without pay or who is absent on WorkSafe, shall not be entitled to such Bereavement Leave without loss of pay.

(e) Upon application to, and upon receiving the permission of the Chief Constable, an Employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Sub-section 8.02(a).

(f) If the Permanent Employee has not yet completed three (3) months of employment, leave may be granted as outlined above, but as unpaid leave.

8.03 Pregnancy and Parental Leave

(a) Length of Leave

(i) Birth Mother:

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay. Pregnancy Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise.

Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and cannot be parceled into separate periods.

(ii) Birth Father and Adoptive Parent:

An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) Extensions – Special Circumstances:

An Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay beginning immediately after the end of the Parental Leave.

(iv) The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave, shall be fifty-two (52) weeks (including a two [2] week waiting period). Please refer to Employment Insurance Pregnancy, Parental and Sickness Benefits for more details.

(b) Notice Requirements and Commencement of Leave

(i) A pregnant Employee who elects to request Pregnancy Leave shall provide the OIC Administration Division with written notice and a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such notice and certificate shall be provided no later than four (4) weeks before the day the Employee proposes to begin leave. A Medical Certificate form is available from the Human Resources Department or the District's WestNet.

(ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Pregnancy Leave two (2) months before the expected date of birth.

(iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Board's Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.

(iv) Where a pregnant Employee gives birth before requesting Pregnancy Leave or before commencing Pregnancy Leave, the Pregnancy Leave will be deemed to have started on the date of the birth.

(v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a shorter period must be given in writing at least two (2) weeks before the date the Employee proposes to return to work and must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

(vi) In the case of adoption of a child, the Employee shall provide written notice with as much notice as possible and will be required to provide evidence of entitlement to leave.

(c) Return to Work

(i) An Employee who has been granted Pregnancy Leave or Parental Leave or Adoption Leave shall notify the OIC Administration Division at least four (4) weeks before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.

(ii) If an Employee fails to contact the OIC Administration Division as outlined above the Employee shall be considered to have permanently separated from employment with the Board.

(iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Pregnancy Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.

(iv) Employees requesting to return to work in a shorter period of time as defined in Section 8.03(b)(v) above, shall notify the Employer at least two (2) weeks before the date the Employee proposes to return to work.

(d) Sick Leave

An Employee on Pregnancy Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness related to pregnancy provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician.

(e) Benefits

(i) Benefits shall continue uninterrupted during the period of time the Employee is on Pregnancy and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.

(ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Public Sector Pension Plans Act*. The Employee's and Employer's portions must be paid at the time of purchase.

(f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 8.03(a)(b)(c)(d) and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.

(g) Supplemental Employment Insurance Benefits (Pregnancy Leave Top Up)

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

(ii) Birth mothers who are Permanent Employees who are entitled to pregnancy leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB payments.

(iii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance pregnancy benefits are eligible to receive SEIB payments.

(iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and ninety-five percent (95%) of their regular gross weekly earnings (the calculation shall be based on master hours only) and is paid as follows:

A. for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and

B. up to an additional eleven (11) weeks will be payable if an Employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

(v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an Employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's regular weekly earnings from employment and an Employee's accumulated leave credits will not be reduced.

(vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(vii) To receive Supplemental Employment Benefits the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

8.04 Adoption Leave

(a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 8.03(a)(ii), (b)(vi), (c), (e), and (f).

(b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.

(c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no

case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

8.05 Jury Duty

In the event an Employee is required to serve on a jury, or is called for jury duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Board any allowance received for serving on such jury. The Employee is to perform their normal duties for the Board when they are not required to serve as a juror or report for jury duty. (Refer to relevant District policy.)

8.06 EI Compassionate Care Leave

Employees who meet the criteria of the Employment Insurance Compassionate Care Benefits program - family member is gravely ill with a significant risk of death within twenty-six (26) weeks and employee wishes to provide care to that individual – may request a leave of absence without pay for the eight (8) week period they are receiving EICC benefits through Employment Insurance (two [2] week waiting period and six [6] weeks of benefits). For an EICC leave, employees are not expected to use vacation entitlements before being granted the unpaid leave. Such leave requests will not be unreasonably denied.

Once the EICC leave has concluded, if the Employee requires additional time to care for the same family member, he/she may request additional time off to be covered by either earned banks or leave without pay. Such leave requests will not be unreasonably denied.

ARTICLE 9 – VACATION

9.01 (a) Vacation for Permanent Employees shall be as outlined in Article 9.03.

(b) Vacation for Permanent Part-time Employees on benefits is prorated. A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of six (6) months continuous service. After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.

(c) Casual, Temporary and Permanent Part-time Employees on percentage in lieu receive percentage in lieu of vacation.

9.02 In all cases of termination of service for any reason, adjustment will be made for any over-payment of Vacation.

9.03 Regular Vacation

(a) Paid Vacation for all Permanent Full-time Employees shall be as follows. When a change in status between Permanent full-time and part-time occurs, vacation entitlement will be adjusted accordingly. No Employee will lose any entitlement already earned as a result of a change of status.

(b) (i) In the first calendar year of service or part thereof, vacation will be granted on the basis of fifteen (15) days pro-rated.

(ii) During the second (2^{nd}) calendar year of service up to and including the seventh (7^{th}) calendar year of service - fifteen (15) working days.

(iii) During the eighth (8^{th}) calendar year of service up to and including the fifteenth (15^{th}) calendar year of service – twenty (20) working days.

(iv) During the sixteenth (16^{th}) calendar year of service up to and including the twenty-third (23^{rd}) calendar year of service – twenty-five (25) working days.

(v) During the twenty-fourth (24^{th}) calendar year of service and all subsequent years of service – thirty (30) working days.

(c) Vacation Adjustment Due to Sick Leave

Where continuance and/or cumulative absences occur as outlined in (i), (ii) and (iii) below, Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

(i) Up to seventy-nine (79) cumulative working days of absence on Sick Leave between the first and the last pay period of the year (January 1 – December 31) will not result in any reduction of Vacation entitlement.

(ii) Cumulative absences of eighty (80) working days or more on Sick Leave between the first and the last pay period of the year (January 1 – December 31) will result in the pro-rating of Vacation credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{\text{260 working days}} \times \text{No. Days' Vacation Entitlement}$$

(iii) Under no circumstances shall vacation entitlement arising from the application of Article 9 be reduced below fifteen (15) working days of Vacation entitlement.

(d) Although vacation entitlement is noted in days per year for ease of reference, vacation entitlement is actually calculated in hours based on an Employee's regular hours of work in a calendar year.

9.04 Supplementary Vacation

A supplementary of five (5) working days extra Vacation in the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), and forty-sixth (46th) year shall be provided as follows:

(a) Each Employee who is in their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), and forty-sixth (46th) calendar year of service shall thereupon become entitled to five working days of Supplementary Vacation. Such Vacation will be credited on January 31st in the calendar year of entitlement.

(b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.

(c) For the purpose of clarification an explanatory note and table is attached as Schedule "B" and forms part of this Collective Agreement.

9.05 Effective 2014 July 24, vacation shall be as outlined in 9.03 and 9.04 above provided that:

(a) Except as provided in Schedule "B", "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of regular vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of regular vacation is taken in the current year. Such carry-over is subject to the approval of the Employee's Department Head. Vacation carry-over shall be taken in accordance with the requirements shown in 9.05(b) and 9.05(c).

(b) An Employee qualifying for and intending to carry over regular vacation shall notify their Department Head by November 30 of the year in which the vacation was earned. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Department Head to be dealt with in consultation with Human Resources.

(c) All vacation entitlement is to be taken by December 31st of the year in which the vacation was earned, excepting vacation carried over which has to be taken by December 31st of the year the vacation was carried over to and further excepting supplementary vacation carried over in accordance with Schedule "B". Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Department Head to be dealt with in consultation with Human Resources. If vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the second pay period after January 01.

Supplementary Vacation days may be taken in any of the five (5) years following the year in which it was earned. For example, years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16th) year.

(d) "Calendar Year" for the purpose of earning and taking Vacation credits shall be January 1st through December 31st.

(e) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31st of each year.

(f) Entitlement in working days is based upon a 5-day work week.

9.06 Effective 2014 July 24, Annual Sign-up Lists for Annual Vacation and Statutory Holiday Leave shall be as follows:

(a) One (1) list for Clerical/
Stenographic staff and a second list for Maintenance staff.

(b) No more than one (1) Employee from each of the two (2) groups outlined in (a) above will be allowed off on leave at any one time.

(c) The Chief Constable or their designate shall cause Sign-up Lists to be posted by October 31, and to have these completed by December 15.

(d) Annual Vacation shall be signed according to date of hire as a permanent Employee with the Police Department.

(e) Statutory Holidays shall be taken as they occur.

9.07 Vacation Entitlement upon Retirement or Termination

(a) All Permanent Employees who terminate their employment with the Board after having reached minimum retirement age as defined in the *Public Sector Pension Plans Act* shall be entitled to Vacation entitlement as follows:

- leaving between January 01 and March 31, one-half (½) of the full Vacation entitlement;

- leaving between April 01 and December 31, full Vacation entitlement.

An Employee is entitled to this benefit once, including instances of re-retires.

(b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

9.08 Early Retirement

An Employee entitled to twenty-five (25) or more days of Annual Vacation shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. An Employee entitled to thirty (30) or more days of Annual Vacation shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank. Such deferred Vacation may only be taken immediately

prior to retirement. The Employer may, at its sole discretion, permit an Employee to use such banked Vacation under other circumstances.

Given the specific intent of Early Retirement Leave, there will be no further accrual of sick leave or vacation leave once an Employee is on their Early Retirement Leave immediately prior to retirement. An Employee on Early Retirement Leave shall have access to their sick leave bank should they become ill or injured for a period of five (5) days or more up to their declared date of retirement. Any remaining Early Retirement Leave balance would be paid out at that time. A medical certificate will be required as proof of illness in order for the Employee to access their sick leave bank while on Early Retirement Leave.

An Employee may request a payout of their Early Retirement Leave bank or a combination of payout and leave with the leave to be taken immediately prior to retirement and with any payout to occur upon retirement.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 Pay for Statutory Holidays for Casual and Temporary Employees shall be as shown in Section 7.15 of this Agreement.

10.02 Entitlement for Permanent Employees

Pay for Statutory Holidays for Permanent Full-time and Permanent Part-time Employees on benefits (pro-rated) shall be as follows:

(a) All Permanent Full-time and Permanent Part-time Employees (on benefits) shall qualify for pay for the Statutory Holidays shown in Sub-section 10.02(b) commencing with the first such Statutory Holiday following their date of employment, notwithstanding the provisions of 10.02(e).

(b) A holiday with pay shall be given to Employees qualified as outlined in Sub-section 10.02(a) for the following Statutory Holidays:

New Year's Day, effective 2014 July 24 - Family Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a public holiday by the Federal or Provincial Governments or the Municipality. When a Statutory Holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the Chief Constable.

(c) Employees who are required to work on a Statutory Holiday because of the continuous nature of the work shall be paid at straight time their regular rate of pay for the hours worked on such holidays plus one and one-half (1½)

times their regular rate of pay or be entitled to time off equal to one and one-half (1½) times the hours worked.

(d) The Statutory Holiday premium of time and one-half (1½) referred to in Sub-section 10.02(c) is for the Employee's regular scheduled hours worked on the Statutory Holidays. Overtime hours worked after the Employee's regular scheduled hours are completed are paid at time and one-half (1½) and double (2) the Employee's regular straight time rate, according to Section 13.04.

(e) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on Annual Vacation or leave of absence with pay, on the working day immediately prior to and the working day immediately following the Holiday. Extenuating circumstances that arise regarding the outlined criteria for payment may be brought to the attention of the OIC Administration Division for consideration and decision.

10.03 Statutory Holidays Occurring on Week-ends

(a) For Employees in positions with a five (5) day, Monday to Friday work week:

(i) Statutory Holidays occurring on week-ends shall be observed as follows:

A. Where a Statutory Holiday occurs on a Saturday, it shall be observed on the next following Monday.

B. Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.

C. Where two Statutory Holidays occur on two consecutive days, being Saturday and Sunday, they shall be observed on the next following Monday and Tuesday.

D. Where two Statutory Holidays occur on two consecutive days, being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.

(ii) Whenever a Statutory Holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the Statutory Holiday for purposes of attracting premium rates for Employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract premium rates.

(b) For Employees in positions of a seven (7) day operational nature the Statutory Holidays listed in Sub-section 10.02(b) are deemed to be observed on the day on which they actually fall and, as such, those days shall attract the premium payments as outlined in Sub-sections 10.02(c) and (d).

ARTICLE 11 – SENIORITY

11.01 The definition of Seniority as shown in Section 12.02 shall apply in cases of layoff only.

11.02 The following definition of Seniority will not apply in cases of layoff: Permanent Employees only shall have rights based on seniority. In making promotions, transfers and demotions, the skill, knowledge, efficiency and the capability of assuming additional future responsibilities of the Employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

11.03 Seniority While on Leave

Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.

11.04 Seniority Accrual

Seniority will not accrue during the following:

(a) unpaid suspension over five days;

(b) unpaid leave of absence in excess of thirty-days (except for reason of illness/injury);

(c) during LTD;

(d) during layoff.

11.05 The following conditions will apply: .

(a) Until an Employee has the status of a Permanent Full-time Employee or Permanent Part-time Employee they shall have no seniority rights. It is understood that seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.

(b) 'Equivalent time' for the purpose of this sub-section shall mean the time paid by the Board which, when converted into hours, is a proportion of one of the following:

(i) One Thousand Eight Hundred and Twenty (1820) hours for a classification for which full-time work is thirty-five (35) hours per week, or

(ii) One Thousand Nine Hundred and Fifty (1950) hours for a classification for which full-time work is thirty-seven and one-half (37½) hours per week, or

(iii) Two Thousand and Eighty (2080) hours for a classification for which full-time work is forty (40) hours per week.

(c) When an Employee becomes a Permanent Full-time or Permanent Part-time Employee, the initial date of qualifying employment shall be considered to be the hire date in the permanent position for purposes of establishing perquisites and seniority of position, except as provided in 11.06.

11.06 When a Temporary Full-time Employee attains a permanent position, the Employee shall be credited with seniority and vacation entitlement for only the continuous full-time temporary service worked immediately prior to attainment of the permanent position. It remains the decision of the Employer in consultation with Human Resources whether any of this time is to be credited towards reducing the probation period.

ARTICLE 12 – LAYOFF, BUMPING, RECALL AND COMPENSATION

12.01 Layoff and Recall

In the event of a conflict between this Section 12 and any other provision of this Agreement, this section shall apply.

12.02 Layoff Definitions

For the purpose of this section, the following definitions apply:

"Affected Employee" means an Employee whose position has been made redundant as a result of a Layoff as herein defined or whose position has been occupied as a result of a Bump as herein defined; positions so affected shall be referred to, as "affected positions";

"Bump" means the right of an Affected Employee to be re-assigned by the Board to an Eligible Lateral Position (as herein defined) or an Eligible Lower Position (as herein defined);

"Eligible Lateral Position" means a position similar to the position presently occupied by the Employee for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

"Eligible Lower Position" means a position for which an Employee is qualified, at a lower pay level;

"Laid-off Employee" means an Affected Employee who ceases work either temporarily or permanently as a result of a Layoff as herein defined;

"Layoff" means a reduction of the workforce for an indefinite period of time;

"Other Employment" means work of a Temporary or Casual nature that may be made available by the Board to Laid-off Employees and does not constitute a Recall as herein defined, nor does it qualify a Laid-off Employee for seniority accumulation;

"Pay Level" means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/ hourly rates shall be used for comparison;

"Position Status" means the designation of a position as Permanent Full-time, or Permanent Part-time;

"Qualified" means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Board and the requisite qualifications to perform the duties and fulfill the responsibilities of a position, and "qualifications" has a similar meaning;

"Recall" means the return of a Laid-off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the Layoff and at a pay level equal to or lower than the Employee's previous classification; "Recall" also means the return of a Laid-off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

"Regular Weekly Earnings" for the purpose of Sub-section 12.06(a), means straight time earnings including acting pay and service pay but excluding premium pay;

"Report to Work" means on the job at the appointed time and able to perform the work assigned. "Reporting to Work" has a similar meaning;

"Seniority" means length of continuous employment since the last date of hire with the Board for Permanent Full-time Employees and hours worked since last date of hire with the Board for Permanent Part-time Employees; "length of continuous employment" does not include hours worked classed as overtime;

"Terminated Employee" means an Employee who is terminated pursuant to Sub-section 12.04(vii), or who elects or is deemed to have elected compensation pursuant to Sub-section 12.04(ix);

"Week's Pay" for the purpose of Sub-section 12.06(a), means a Laid-off Employee's average Regular Weekly Earnings as herein defined during the six months prior to the date of the Layoff;

"Workforce" means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period, it being

understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a Layoff occurs in that classification.

12.03 Layoff Notification, Procedures, Benefits and Seniority

The Board agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible Layoffs is underway.

12.04 The following principles shall apply in the event of a Layoff:

(a) Bumping Notification

(i) The Board shall notify the Association advising it of the redundant position(s), the pattern of bumping and the name(s) of Affected Employees. Such notice shall be written and shall also be given individually in writing to the Affected Employees.

(ii) Notice shall be given to both the Association and the Affected Employee(s) at the end of the Employee's last shift of their work week then current. The Affected Employee and the Association shall both have two working days in which to respond to the Board's notice.

(b) Bumping Pattern and Process

(i) The pattern of bumping shall be established by the Board in accordance with the principle that an Affected Employee shall Bump the Employee with the least Seniority in an Eligible Lateral Position or an Eligible Lower Position, provided the Affected Employee is qualified for that position and possesses greater Seniority than the incumbent.

(ii) The Board shall notify all Affected Employees advising them of their re-assignment within the bumping pattern. Affected Employees shall have two working days from receipt of the notice to advise the Board in writing of their rejection of the bumping assignment.

(iii) If an Affected Employee who has been advised of their bumping assignment does not accept such assignment, that Affected Employee is to advise the Board in writing within the two working days above specified of their reasons why such a Bump should not occur. Such reasons shall include an alternative bumping suggestion. The Board shall reply to the Affected Employee within one working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The Affected Employee's response to this (i.e. accept the Bump as originally advised or be laid off) is to be immediately given to the Board.

(iv) Affected Employees who are to be bumped as a result of the Board's acceptance of the alternative proposed shall be notified at the earliest opportunity of either bumping assignment or Layoff and, if bumping is

applicable, shall then be governed by the procedure outlined. The Association will also receive written advice of such bumping assignment or Layoff.

(v) Working days are calculated commencing with the receipt by the Employee of the Board's original notice of bumping assignment.

(vi) Affected Employees who because of qualifications or Seniority cannot be re-assigned within the bumping pattern, or who opt not to Bump, shall be given at least ten working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of Layoff.

(vii) Affected Employees who Bump into an Eligible Lateral Position, or an Eligible Lower Position shall be placed on the new pay level at or below that of their former position.

(viii) At least five working days prior to their effective date of Layoff (or within five (5) days following notification, if payment in lieu of notice is given), Laid-off Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 12.05 Recall OR Section 12.06 Compensation. If a Laid-off Employee fails to make such election within the five (5) days the Laid-off Employee shall be deemed to have elected Section 12.06 Compensation.

(c) Benefits Coverage During Layoff

Benefits for Laid-off Employees shall cease on the effective date of Layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of Layoff occurs, unless the Laid-off Employee elects to pay 100% of the premiums for these benefits during each month of lay off, and subject to the approval of the respective insurance carriers. Continuation of benefit coverage under this option will only be extended for a maximum for twelve (12) months from the date of lay off.

(d) Seniority During Layoff

Seniority shall cease to accumulate effective with the date the Laid-off Employee is laid off.

12.05 Recall

The following shall apply only to Laid-off Employees who have elected this process:

(a) Laid-off Employees shall be eligible for Recall for a period of twelve (12) months following their effective date of Layoff.

(b) The Board shall make every reasonable attempt to contact and Recall Laid-off Employees in order of Seniority, subject to their qualifications. It is the responsibility of the Employee to notify the OIC Administration Division of any change of address and other contact information.

(c) The Board shall specify the time when a Laid-off Employee shall return to work. A Laid-off Employee who has accepted the Board's Recall but who does not report to work within forty-eight (48) hours of Recall or who refuses such a Recall shall be treated as follows:

(i) If failure to report to work within 48 hours of the Recall is the Laid-off Employee's first failure to report to work for a Recall, then the Laid-off Employee shall be moved to the bottom of the eligibility list, however, if this is not the Laid-off Employee's first failure to report following Recall, i.e., there has been one or more previous failures to report to work on the Laid-off Employee's part then the Laid-off Employee shall no longer be eligible for Recall and shall be deemed terminated. The Board may extend these time limits where extenuating circumstances exist.

(ii) A. If a Laid-off Permanent Full-time Employee refuses a recall to Permanent Full-time employment, then the Employee shall no longer be eligible for recall and shall be deemed terminated. The same also applies to a Laid-off Permanent Part-time Employee who refuses a recall to Permanent Part-time employment.

B. A Laid-off Permanent Full-time Employee shall have the right to refuse a recall to Temporary Full-time employment without losing their position on the Board's Recall List.

C. A Laid-off Permanent Part-time Employee shall have the right to refuse a recall to Temporary Part-time employment without losing their position on the Board's Recall List.

(d) In administering the procedures in this Section 12.05 Recall, the Board shall, so far as is reasonably possible, attempt to reverse the Layoff/Bumping pattern of Affected Employees.

(e) Benefits for Laid-off Employees who are recalled shall be reinstated effective the first day of the month following Recall, provided the eligibility period has been met. Service related benefits shall be pro-rated by the period of Layoff. Seniority commences accumulating from the Laid-off Employee's first working day following Recall. Such seniority shall be added to seniority they had accumulated to the date of their layoff.

(f) Laid-off Employees shall be deemed terminated upon the earliest of: failure to report to work for a Recall pursuant to Sub-section 12.05(c)(i), refusal of Recall pursuant to Sub-section 12.05(c)(ii), or failure to be recalled within

twelve (12) months of Layoff provided that a Laid-off Employee shall not be deemed terminated pursuant to this paragraph while working at "Other Employment".

(g) No new Permanent Employees shall be hired while qualified Laid-off Employees are eligible for Recall and are available for work. Affected positions shall not be posted while qualified Laid-off Employees are eligible for Recall.

(h) A Laid-off Employee's acceptance or refusal of "Other Employment" shall not affect Recall rights under this section.

12.06 Compensation in the Event of Layoff

The following shall apply only to Laid-off Employees who have elected this process, or who are deemed to have elected this process:

(a) Laid-off Employees shall be entitled to two Week's Pay for between six months and two years of continuous service and one additional Week's Pay for each continuous year of service thereafter, subject to a total maximum of eight Week's Pay.

(b) Employees who elect or are deemed to have elected compensation shall be considered terminated on the effective date of Layoff.

12.07 Temporary Layoffs

In the event of a reduction in the Workforce for a definite and limited period of time not to exceed 28 calendar days, the Board may temporarily lay off Employees and re-allocate the remaining work without regard to Seniority provided the following principles are applied:

(a) Employees who are not laid off shall retain their current rate of pay during the period of temporary Layoff.

(b) Benefits for Laid-off Employees shall cease during the period of temporary Layoff except for medical, extended health, dental, group life insurance and group income continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Laid-off Employee for the period of temporary Layoff; service-related benefits including vacations, service pay, service pay increments and salary and wage increments shall be prorated by the period of temporary Layoff; however, Seniority shall not be accumulated.

(c) Laid-off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary Layoff.

(d) If, during the period of temporary Layoff, the Board determines that the Layoff will exceed 28 calendar days, or if all Laid-off Employees are not recalled

within 28 days, then the Board shall apply the provisions of Sections 12.01 to 12.06.

12.08 Emergency Suspensions of Work

(a) In all cases of potential Layoff due to extraordinary conditions, every effort shall be made to share the remaining work amongst all the Employees affected prior to steps being taken to activate a Layoff.

(b) Except in cases of emergency (as determined by the Board), when Layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by a Laid-off Employee who has been laid off under this Section 12.08.

(c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board may temporarily suspend work without notice.

ARTICLE 13 – WORKING CONDITIONS

13.01 Changes in Working Conditions

The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Association at such intervals before they are dealt with by the Board as to afford the Association reasonable opportunity to consider them, and further, that if Employees are deprived of employment by any implementation of such change they shall receive priority consideration for other employment with the Board.

13.02 Hours of Work

(a) The normal hours of work shall consist of a total of 35 hours per week.

(b) Exceptions may be made by the Board with the concurrence of the Association.

(c) The regular work week shall be deemed to be from 12:01 a.m. Saturday to 12:01 a.m. the following Saturday.

(d) <u>Meal Breaks and Rest Breaks During Regular Working Hours</u>

Employees shall be granted an unpaid meal break and shall be provided paid ten (10) minute rest period(s) as follows:

- shifts under three (3) hours – no meal break or rest period;
- shifts of three (3) to five (5) hours – one (1) ten (10) minute rest period;

- shifts of over five (5) but less than normal full time hours – one (1) ten (10) minute rest period and one meal break;
- shifts of normal full time hours – two (2) ten (10) minute rest periods and one (1) meal break.

Where rest periods are to be provided, they are normally scheduled so that there is one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Rest periods shall be included as part of the hours worked. The times when the rest periods and meal breaks are to be taken shall be approved by the Supervisor.

(e) The Chief Constable shall be responsible for the regulation of working days and hours to complete the total hours referred to in Sub-sections 13.02(a) and (b).

13.03 Shift Differential

(a) A shift differential shall be paid to Employees required to work afternoon and night shifts. Such differential shall be:

Afternoon Shift - one additional pay grade shift differential.

Night Shift - two additional pay grades shift differential.

All Employees hired after the ratification date of the 2004-2007 Collective Agreement (May 26, 2004) who work these shifts will receive eighty-five cents ($.85) per hour shift differential for working afternoon and night shifts, provided, however, that if more than one-half of the hours of the regular shift so worked fall outside 7 a.m. to 7 p.m., the shift differential shall be applied to the hours worked in the entire regular shift.

(b) The times between which shift differentials shall be paid are:

Afternoon Shift - any shift scheduled between 3:00 p.m. and 1:00 a.m.

Night Shift - any shift scheduled between 11:00 p.m. and 9:00 a.m.

(c) No Employee whose regular daily shift falls entirely within the period of 7:00 a.m. to 7:00 p.m. shall receive any shift differential either for regular hours worked within such period or for any extended tour of duty continuing beyond 7:00 p.m.

(d) Shift differentials shall be excluded for the purpose of calculating overtime rates, but shall be included as earnings for the purpose of calculating Municipal Pension Plan contributions, except when earned in connection with other than regular pay.

(e) Shift differential shall be paid for scheduled hours only and shall not be paid for overtime hours.

13.04 Overtime (Extended Tour of Duty)

(a) Any overtime incurred under this Agreement shall be calculated on the basis of the number of hours worked, multiplied by one and one-half (1½) or two (2) as the case may be, and the results taken to the nearest hour.

Hours worked in excess of the normal work day shall be compensated for on the following basis:

(i) time and one-half (1½x)
for the first 2 hours of overtime on any regular working day, if worked immediately preceding or immediately following an Employee's regular shift;

(ii) double time (2x)
for all overtime beyond 2 hours on any regular working day, if worked immediately preceding or immediately following an Employee's regular shift;

(iii) double time (2x)
for all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift.

Overtime for Employees who are not Full-time Employees shall commence once they have completed the Full-time equivalent hours for the shift the Employee is working or have completed thirty-five (35) hours of work in the week.

(b) Subject to the exigencies of the department it is understood that prior to overtime being offered to Permanent Employees, Temporary Employees and Part-time Employees shall have the opportunity of completing the normal hours of work for the shift they are working providing that it does not run into overtime.

(c) Wherever reasonably possible and provided that such Permanent Employee is Qualified as hereinafter defined, Permanent Employees shall be offered available overtime prior to such overtime being offered to Temporary Employees or Part-time Employees. "Qualified" for this Section 13.04 shall be as defined in Section 12.02, Layoff, Bumping, Recall and Compensation.

(d) **EOC Overtime**

Until such time as the provincial government rules regarding reimbursement of Provincial Emergency Plan (PEP) overtime change, any overtime worked in an Emergency Operation Centre situation where a PEP number has been assigned, will be paid out. This overtime cannot be banked under current provincial government rules.

13.05 Overtime Accumulation

Effective 2014 July 24:

An employee may elect to accumulate overtime earned in Section 13.04 up to a maximum of the hourly equivalent of 5 working days at any one time, to be taken as time off with the approval of the Chief Constable. Any such accumulated time not taken off by December 31 shall be paid in cash.

13.06 Meal Breaks and Meal Allowance

(a) When an Employee is required to work two (2) or more hours overtime immediately after their regular shift, or is required to work three (3) or more hours overtime prior to their regular shift, they shall be given a paid one-half (½) hour meal period at the rate of time and one-half of their straight time hourly rate of pay.

(b) Meal Breaks shall be paid as follows:

(i) <u>During Overtime</u>

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an Employee's regular shift, the Employee becomes entitled to a paid meal break of a one-half (½) hour which the Board may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

(ii) <u>During Call-Outs</u>

Upon completion of three and one-half (3½) continuous hours of call-out work or pre-scheduled overtime work, occurring at any time other than immediately preceding or immediately following an Employee's regular shift, an Employee becomes entitled to a paid meal break of a one-half (½) hour which the Board may permit to be started at any time within the three and one-half (3½) hour period but, except in an emergency, no later than the end of the three and one-half (3½) hours.

(iii) <u>During Overtime and Call-outs</u>

Upon the completion of each succeeding three and one-half (3½) continuous hours of call-out work or overtime work, the Employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

(iv) For each meal break given to an Employee under Sub-sections 13.06 (a), (b) and (c), the Employee shall be paid the one-half (½) hour at double the Employee's regular rate of pay.

(v) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Section 13.06 it shall be taken as soon as practicable and in addition the Board shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the Employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Board does not disqualify the Employee from receiving the appropriate meal allowance under 13.06 of the Agreement.

(c) Meal Allowance shall be paid as follows:

The Board will not be responsible for supplying nourishment to Employees in any other circumstances except as mentioned above in the cases of emergencies which preclude a meal break being taken at the designated time.

Reimbursement of meal expenses will be according to the following scale and with reference to the paid meal breaks set out in Section 13.06, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances.

(i) Overtime (Extended Tour of Duty) immediately preceding or immediately following a regular shift, as outlined in 13.04:

A. Seven Dollars and Fifty Cents ($7.50) at the first break, and

B. Two Dollars and Fifty Cents ($2.50) at each succeeding break.

(ii) Call-out: Seven Dollars and Fifty Cents ($7.50) at the first break and Two Dollars and Fifty Cents ($2.50) at each succeeding break. For the purposes of this provision, payment for meal allowance shall be required where a call-out occurs twelve (12) hours or less from the required start time.

13.07 Call-Out

(a) The return to work, other than during regular detailed working hours, in accordance with a request from the Chief Constable, shall constitute a Call-out.

(b) Pay for Call-out shall be:

Double time (2x) without exception for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum of three (3) hours pay multiplied by two (2). If additional calls are made upon the Employee prior to the expiry of the three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for traveling

to and from home. If two separate Call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours multiplied by two (2).

13.08 Remaining at Work, or Return to Work

Subject to the exigencies of the force, the Chief Constable or their designate shall have the ability to require an Employee to remain at work after the completion of their regular shift or return to work on a day off.

ARTICLE 14 – COURT ATTENDANCE

14.01 If an Employee when they are off shift is required to attend court of criminal or civil jurisdiction for reasons arising out of the performance of their duty, they shall receive compensation on the following basis:

(a) Attendance While on Afternoon Shift

Morning session - four hours.
Afternoon session - three hours.

(b) Attendance While on Midnight Shift

Morning session
Afternoon session - Six hours for the first session attendance in court and four hours for each subsequent session attendance in court on the same day.

(For the purposes of calculating allowances herein, all shifts scheduled to finish later than 0115 hours shall be considered midnight shifts.)

(c) Attendance While on Day Off

Morning session
Afternoon session - Eight hours for the first session attendance in court and six hours for each subsequent session attendance in court on the same day.

(d) Attendance While on Annual Vacation

Each day or part of a day of required attendance - sixteen hours.

14.02 The morning session shall end when the Court adjourns for lunch or completes the list prior to the adjournment for lunch.

14.03 When an Employee is required to attend a morning session of a court and to remain in attendance at that court after 1300 hours but is not required for an afternoon session on the same day, they shall receive further compensation of one hour in addition to that set out in Sub-sections 14.01(a), (b) and (c).

14.04 Cancellation of Attendance

(a) Where an Employee who has been scheduled to attend court during their weekly leave subsequently is advised that their attendance will not be required, then unless the Employee received at least fifteen (15) hours' notice that their attendance is not required, they shall be allowed time off equivalent to one-half (½) of the minimum amount they would have been allowed had they attended; provided that, if an Employee has been scheduled to attend court at more than one session on any one day of their weekly leave, and attends court on that day then no time off shall be allowed under this sub-section, notwithstanding that they receive less than fifteen (15) hours' notice that they are not required to attend one or more scheduled sessions.

For the purpose of this Section14.04(a), weekly leave shall be deemed to commence forthwith upon completion of a regular commencement of the next regular weekly tour of duty.

(b) Where an Employee who has been scheduled to attend court during their Annual Vacation is subsequently advised that their attendance will not be required, then unless the Employee is advised prior to the commencement of their annual leave that their attendance is not required, they shall be allowed time off equivalent to one-half (½) of the minimum amount they would have been allowed had they attended.

For the purpose of this Section 14.04(b), Annual Vacation shall be deemed to commence forthwith upon completion of the last regular tour of duty prior to the Annual Vacation and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of the Annual Vacation.

14.05 Where an Employee is required to attend a Prosecutor's interview during the evening immediately following the Employee having completed their regular day shift they shall be paid four (4) hours straight time pay at their rate of pay.

ARTICLE 15 — ABANDONMENT OF POSITION

15.01 An Employee who fails to report for work for ten (10) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have resigned. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 16 – MISCELLANEOUS

16.01 Memorandums of Agreement and Letters of Understanding

The Memorandums of Agreement and Letters of Understanding attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

16.02 Agreement as to Conditions Not Mentioned

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this Agreement.

16.03 Administrative Regulations and Policy

The Association acknowledges the Administrative Rules and Regulations and policies and procedures providing they do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes.

16.04 Workforce Adjustment Plan

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

16.05 Harassment and Human Rights

The Board and the Association agree that any form of discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated in the workplace.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 Definition

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to Arbitration; or may request the Labour Relations Board appoint an Officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia.*

17.02 Grievance Procedure

It is the intent of the parties to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose. Timelines are a matter of substance but may be modified by mutual consent.

Informal Meeting with the Supervisor

Within ten (10) working days after an Employee becomes aware of an occurrence of an incident, the aggrieved Employee(s) is encouraged to discuss the matter with their immediate Supervisor. At the option of the aggrieved Employee(s), the Association Representative may be present at the meeting. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to determine whether the matter can be satisfactorily resolved without recourse to the grievance procedure.

Within five (5) working days of the Supervisor's written response, a grievance may be filed if the matter is not resolved at the informal meeting with the Supervisor.

Grievance Procedure

(a) *Step One*

To initiate a grievance, the Employee and/or Association Representative shall, within ten (10) working days of the Employee first becoming aware of the occurrence of the incident, or five (5) working days from the Supervisor's written response from the Informal Meeting, submit a written grievance directly to the OIC Administration Division that includes the Article(s) alleged to have been violated.

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The OIC Administration Division shall have five (5) working days from the date of the meeting to inform the Association in writing of the decision.

Within five (5) working days of the OIC Administration Division's decision, the Association representative shall indicate in writing to the OIC Administration Division and to the Chief Constable, whether the grievance is resolved or is being advanced to the next step of the grievance procedure.

The Step One meeting will normally include but not be limited to the aggrieved Employee(s), an Association representative, the Employee's immediate Supervisor and the OIC Administration Division.

(b) *Step Two*

Step Two of the grievance procedure involves the Chief Constable. Within five (5) working days after the Chief Constable receives written notice from the Association indicating that the grievance is being advanced to the next step, the parties shall meet to attempt to settle the grievance.

The Chief Constable shall have five (5) working days to inform the Association of the decision.

Within five (5) working days of the Chief Constable's decision, the Association representative shall indicate in writing to the Chief Constable and the Police Board whether the grievance is resolved or being advanced to the next step of the grievance procedure.

The Step Two meeting will normally include but not be limited to the aggrieved Employee(s), the Association representative, the Employee's immediate Supervisor, OIC Administration Division, the Chief Constable and the Human Resources representative.

(c) *Step Three*

Step Three of the grievance procedure involves the Police Board, who may appoint one (1) or more Board members to represent the Police Board in Step Three. Within ten (10) working days after the Board receives written notice from the Association indicating that the grievance is being advanced to the next step, the parties shall meet to attempt to settle the grievance.

The Police Board shall have five (5) working days to inform the Association of the decision.

Within ten (10) working days of the Police Board's decision, the Association Representative shall indicate in writing to the Police Board whether the grievance is resolved or being advanced to Arbitration.

The Step Three meeting will normally include but not be limited to the aggrieved Employee(s), the Association Representative(s), the Employee's immediate Supervisor, the OIC Administration Division, the Chief Constable, the Human Resources representative, and the Police Board or its representative(s).

17.03 (a) In the event there is an Association grievance as such, or a Police Board grievance as such, either party may initiate the grievance procedure commencing at Step Three above and shall be governed by the ten (10) working day reporting time detailed in Step One.

(b) In the event there is a Police Board Grievance, the grievance shall be directed to the Association's Business Manager.

17.04 Dismissal and Suspension Grievance

Where the grievance involves an Employee who has been dismissed or suspended, the grievance shall be received within ten (10) working days of the Employee first becoming aware of the dismissal or suspension to Step Two of the grievance procedure. Upon receipt of the grievance notification, the parties may mutually agree to refer a dismissal and suspension grievance directly to Step Three of the grievance procedure.

17.05 Arbitration

(a) Within ten (10) working days of the Police Board's decision at Step Three, the Association must indicate in writing whether the grievance is being advanced to Arbitration. If the Association has not provided written notification of their proposed arbitrator(s) within five (5) working days of filing written notice that the grievance is being pursued to arbitration or, if it has, and the matter is not actively pursued by the Association (for example, by advice from the Association that they are proceeding to arbitration, within thirty [30] calendar days) the grievance shall be deemed to be abandoned, unless the parties otherwise agree. The Arbitration Board shall be a single Arbitrator, unless the parties agree to a three-member panel. The Decision of the Arbitration Board, either single or three-person, shall be final and binding on both parties.

Expenses incident to the services of the single-member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.

(b) Single Arbitrator: The arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the arbitrator within seven (7) working days after arbitration has been invoked, they shall then jointly petition the Collective Agreement Arbitration Bureau to appoint an arbitrator. The arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) calendar days after their appointment.

(c) Three-member Board: If arbitration is to be conducted by a board of three (3) members, the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Collective Agreement Arbitration Bureau to appoint a Chair. The Arbitration Board shall proceed as soon as practicable to examine the grievance and render its judgment.

(d) It is agreed between the parties hereto that the above grievance and arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Board, and it is further agreed that both parties and the Employees covered by this Agreement shall be bound by the settlements which derive from the grievance and arbitration procedure.

(e) Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to arbitration for decision.

(f) Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled Arbitration Procedures, will apply.

ARTICLE 18 – EMPLOYEE FILES

18.01 (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's file in the Police Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that the entry has been seen.

(b) An Employee shall have access to all material in their Employee file at a time which is mutually convenient to the Employer and only in the presence of the OIC Administration Division or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.

(c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Police Department.

(d) Critical and complimentary references shall be removed from an Employee's file only after completion of a four (4) year period from the time of the incident, excepting instances of a recurring nature whereby the four (4) years will be calculated from the most recent incident. The Board will extend the four (4) year period up to a maximum of twelve (12) months where an Employee has been absent (e.g. extended leaves) for a period of three (3) months or more. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.

(e) An Employee may request copies of file documents authorized and provided by the Employee, including certificates of attainment.

ARTICLE 19 – ASSOCIATION REPRESENTATION

19.01 Representation

(a) An Employee may choose to have their Association representative present at meetings with their Supervisor which the Employee or Employer believes may be the basis for disciplinary action.

(b) Where a Supervisor intends to interview an Employee for disciplinary purposes the Supervisor shall endeavour to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the Supervisor in the exercise of their authority.

(c) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

19.02 Notwithstanding the foregoing, it is the Supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the Employee or the Employer.

19.03 For the purpose of this Section, "Association Representative" and "Representative" shall mean a Shop Steward or, in the absence of a Shop Steward, may also mean an Officer of the Association or designate.

19.04 Shop Stewards

Effective 2014 July 24:

(a) The Board will recognize only one (1) Shop Steward.

(b) The Association will supply the Chief Constable with a list of its Shop Stewards and Executive Officers as changes occur.

(c) If the Shop Steward is also the Employee's Supervisor, the Association shall designate an alternate representative.

19.05 Introduction of New Employees to Association Stewards/Representatives

(a) The Employer will make the necessary arrangements to enable new Employees to meet the Association Representative for their work location.

(b) The Representative will work with their Supervisor to find a mutually agreeable time to attend an "Introduction" meeting.

(c) If the Representative is unable to meet with the new Employee, the Representative will notify the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the Seal of the WEST VANCOUVER POLICE BOARD and signed by:

Chair

Board Member

WVPD Management

SEALED with the Seal of the WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION and signed by:

President

Business Manager

PAY GRADE SALARIES

Key =			
	A	1.75%	2013 January 1
	B	1.75%	2014 January 1
	C	2.00%	2015 January 1
	D	TBA	2016 ?

*see Article 5.01(a)

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5050 (a)	Building Maintenance	16	A	23.701	24.654	25.659	26.731	27.845	
			B	24.115	25.085	26.108	27.198	28.332	
			C	24.598	25.587	26.630	27.742	28.899	
			D						
5010	Clerk Steno I	12	A	20.218	21.066	21.872	22.748	23.701	24.654
			B	20.571	21.435	22.255	23.146	24.115	25.085
			C	20.983	21.864	22.700	23.609	24.598	25.587
			D						
2390	Communications Clerk	16	A	23.701	24.654	25.659	26.731	27.845	
			B	24.115	25.085	26.108	27.198	28.332	
			C	24.598	25.587	26.630	27.742	28.899	
			D						
5090	Police Clerk I	13	A	21.066	21.872	22.748	23.701	24.654	25.659
			B	21.435	22.255	23.146	24.115	25.085	26.108
			C	21.864	22.700	23.609	24.598	25.587	26.630
			D						
5100	Police Clerk II	15	A	22.748	23.701	24.654	25.659	26.731	
			B	23.146	24.115	25.085	26.108	27.198	
			C	23.609	24.598	25.587	26.630	27.742	
			D						
5110	Police Clerk III	17	A	24.654	25.659	26.731	27.845	28.997	
			B	25.085	26.108	27.198	28.332	29.504	
			C	25.587	26.630	27.742	28.899	30.094	
			D						
5180	Purchasing & Supply Coordinator	19	A	26.731	27.845	28.997	30.201	31.472	
			B	27.198	28.332	29.504	30.730	32.023	
			C	27.742	28.899	30.094	31.344	32.663	
			D						

DERIVATION OF BI-WEEKLY AND MONTHLY RATES

The hourly rates set out above shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

hourly rate x bi-weekly hours = bi-weekly rates (taken to two decimal places)

bi-weekly rate x 26 = monthly rate (taken to the nearest dollar)

Notes

(a) Thirty-seven and one-half (37½) week.

REGULAR AND SUPPLEMENTARY VACATION

Explanation of the Tables

(i) The upper figures show the number of working days* of regular annual vacation.

(ii) The "5+" figures are the number of working days* of supplementary vacation, and appear in the calendar year in which they are credited to an Employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited, but prior to the one in which the next five (5) days are credited.

Employees will be credited with five (5) supplementary working days at the start of their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), and forty-sixth (46th) calendar years.

*Entitlement in working days is based upon a five (5) day work week.

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
HIRED																		
1973	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1974	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1975	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1976	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1977	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1978	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1979	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1980	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1981	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1982	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1983	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1984	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1985	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1986	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1987	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1988	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1989	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1990	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1991	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1992	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30
1993	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30
1994	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30
1995	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5
1996	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30
1997	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30
1998	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30
1999	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30
2000	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5
2001	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30
2002	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30
2003	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25
2004	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25
2005	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5
2006	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
2007	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
2008	PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
2009		PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
2010			PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
2011				PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20
2012					PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20
2013						PR	15	15	15	15	15	15	20	20	20	20+5	20	20
2014							PR	15	15	15	15	15	15	20	20	20	20+5	20
2015								PR	15	15	15	15	15	15	20	20	20	20+5
2016									PR	15	15	15	15	15	15	20	20	20

LETTER OF UNDERSTANDING
between
The West Vancouver Police Board and
The West Vancouver Municipal Employees' Association

Re: Benefit Details For WVMEA Members After Age 65

Further to the provincial government's legislation regarding the end to mandatory retirement at age 65, effective January 01, 2008, the following is a summary of the benefits the Employee will be eligible to participate in, if he/she works after the age of 65, as per the terms of the Collective Agreement:

a. **BC Medical (MSP), Dental and Extended Health** benefits continue until termination.
b. **Pension** rules remain as per defined by the Municipal Pension Plan. At time of writing, it is understood that Employees may contribute to the pension plan for a total of 35 years when they reach maximum benefit and it is also understood that the Employee must begin collecting the pensionable benefit to which they are entitled no later than the end of the year in which they turn 69 years of age.
c. **Long-term Disability** coverage ends at age 65.
d. **Group Life** benefits discontinue at age 65.
e. **Any other benefit provisions** (e.g. WorkSafeBC) will be provided as per the rules and regulations of those plans.

It is understood that as this is a relatively new working age group for both parties since the legislation has been enacted, should there be any misunderstanding of any details, advice of same will be provided the other party in writing at the earliest opportunity.

Dated this 12th of November 2008. Re-signed this 24th of July 2014.

FOR THE WEST VANCOUVER POLICE BOARD:

Chair

Board Member

WVPD Management

FOR THE ASSOCIATION:

President

Business Manager

LETTER OF UNDERSTANDING
between
The West Vancouver Police Board
and
The West Vancouver Municipal Employees' Association

Re: Bargaining Subcommittee on Emergency Planning Terms of Agreement

The principles that follow are those agreed to by the parties, to be adhered to in an extensive EOC Activation Level 2 emergency situation or an EOC Activation Level 3 emergency situation.

Definitions*
*As outlined in JI Level 2 EOC Operational Guidelines Manual

EOC Activation Level 1:

Small event; 1 site; two or more agencies involved; ***potential threat*** of flood, severe storm, interface fire. (NB. Potential threat may require activation of EOC level 2, depending on circumstances.)

EOC Activation Level 2:

Moderate event; 2 or more sites; several agencies involved; major scheduled event (e.g. conference or sporting event); limited evacuations; some resources/support required; PEP/PREOC limited activation.

EOC Activation Level 3:

Major event; multiple sites; regional disaster; multiple agencies involved; extensive evacuations; resources/support required; PREOC activation.

PEP: Provincial Emergency Program

PREOC: Provincial Regional Emergency Operations Centre

WEST VANCOUVER POLICE

1. West Vancouver Police recognizes that employees' first concern will be to ensure that their immediate family members are safe.

2. The safety and health of West Vancouver Police employees is of primary importance. No employee will be knowingly placed in any situation of risk without proper training and equipment.

3. West Vancouver Police recognizes its responsibility to ensure provision of basic necessities (food and shelter where appropriate) to employees able to assist with EOC Activation emergency response.

4. West Vancouver Police recognizes that many staff do not reside in West Vancouver and as such, may experience challenges in getting to and from home and work. However, we would expect employees to make their best effort to get into work and West Vancouver Police would do what it could to assist.

5. West Vancouver Police recognizes its responsibility to ensure emergency planning preparedness training opportunities are provided to employees to ensure employees are prepared personally and are familiar with their own department's emergency response plan.

EMPLOYEES

1. Employees understand that West Vancouver Police depends on their skills and experience to restore services to the community. Once the employee's family's safety is assured, it is expected that employees be available to assist with recovery from the emergency situation.

2. Employees will comply with "check in" and other procedures (e.g. time sheet submission process) established in an EOC Activation emergency situation.

3. Employees will ensure that they are familiar with their own department's emergency response plan.

4. Employees may be directed to undertake tasks outside the scope of their normal job functions. Employees will be paid at their normal rate of pay and under the terms and conditions of employment as outlined in their collective agreement. All West Vancouver Police policies remain in effect in an EOC Activation emergency situation unless otherwise directed by the Chief Constable.

5. If an Employee is unable to show up for work due to transportation issues (e.g. roads out or bridges closed), has no alternative means of getting to work and there is work available for the Employee, time will be coded as a leave of absence without pay. If the Employee has banked time available (e.g. gratuity, overtime or vacation), he/she may request payment from their bank(s). If an employee is unable to show up for work due to transportation issues he/she is encouraged to offer assistance to their home municipality. Whether any such work is done on a voluntary or temporary employee basis is between the individual and their home municipality.

6. Employees are encouraged to be personally prepared for a major emergency by attending personal emergency planning preparedness sessions offered by their communities and the District of West Vancouver.

WVMEA

1. Volunteers are recognized as a necessary resource in an EOC Activation major emergency situation. The parties agree that volunteers would not replace staff but would supplement the available workforce. Employees will be assigned work first in all but unavoidable circumstances.

2. The WVMEA will work with West Vancouver Police in both a liaison and problem resolution capacity to help sort out matters that arise that had not been previously contemplated.

Signed the 12th day of June, 2006 at West Vancouver, British Columbia. Re-signed November 12th, 2008. Re-signed July 24th, 2014.

FOR THE WEST VANCOUVER POLICE BOARD:

Chair

Board Member

WVPD Management

FOR THE ASSOCIATION:

President

Business Manager

LETTER OF UNDERSTANDING
between
The West Vancouver Police Board
and
The West Vancouver Municipal Employees' Association

Re: Labour Management Committee Terms of Agreement

Purpose

To promote problem solving through effective two-way communication through input and advice on issues that affect all Employees covered by the WVMEA/West Vancouver Police Board Collective Agreement.

Functions

Promote problem solving through effective two-way communication. Provide input on issues referred by the Police Board, Police Department Management or the Association.

Bring forward issues and suggestions for referral to the Police Board, Police Department Management or the Association.

To invite input from Employees affected by a specific change or suggestion.

Structure

The Committee consists of approximately equal numbers of Police Department Management and Association representatives as follows:

Association Representatives:
Business Agent
Business Manager
Shop Stewards

Police Management Representatives:
OIC of the Administration Division
Director of Services
Human Resources Staff Sergeant

Chair is rotated each meeting between Association and Management.

Frequency of Meetings

Monthly meetings will be held at a mutually agreeable time as close to the beginning of each month as possible, recognizing the shift scheduling of participants. If one or the other of the parties needs to cancel or reschedule a meeting, as much advance notice as possible will be given to the other party. It is understood that meetings will be automatically cancelled when there are no agenda items.

Agenda and Minutes

The Director of Services and WVMEA will share the responsibility of developing and circulating the agenda prior to each meeting as well as recording and distributing minutes. Minutes will be a summary of items discussed and action items identified.

Minutes will be posted on the Police Department intranet once approved by the parties, and sent to all members of the Labour Management Committee, the Divisional OIC's, the Chief Constable and the Police Board.

Guests

There is nothing in the Terms of Reference to preclude either party from inviting individuals with specific expertise relevant to a topic to be discussed. Where this occurs, the other party will be advised that the individual has been invited and for what reason prior to the meeting taking place. Such attendance will be by mutual agreement.

Signed the 12th day of November, 2008 at West Vancouver, British Columbia. Re-signed the 24th day of July, 2014.

FOR THE WEST VANCOUVER POLICE BOARD:

Chair

Board Member

WVPD Management

FOR THE ASSOCIATION:

President

Business Manager

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
Public Safety Building, 1330 Marine Drive, West Vancouver, B.C. V7T 1B5

WEST VANCOUVER POLICE BOARD

West Vancouver Municipal Employees' Association
Room 6, 2471 Marine Drive
West Vancouver, B.C. V7V 3N3

Attention: W. Marshall - Business Agent

Dear Sirs,

Re: Miscellaneous Items

The following represents miscellaneous agreements reached between the parties during the negotiation meeting of 25 September 1984:

1. HANDICAPPED WORKERS

With the limitation imposed by the Municipality's and the Board's unwillingness to create unnecessary work, the Board is willing to make every conceivable effort in co-operating with the Association in order to provide opportunities for older, partially disabled or otherwise handicapped Employees to retain employment.

2. SEXUAL HARASSMENT

i. Employees of the Police Board have the right to work without sexual harassment and shall not be subjected to sexual harassment.

ii. Sexual harassment is defined to be any unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct by an individual is used as a basis for decisions affecting employment.

iii. Sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

(a) Submission to such conduct is made explicitly or implicitly a term or condition of employment;

(b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or,

(c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

(d) Sexual harassment is a form of behavior that may be grounds for disciplinary action.

3. PERSONAL DUTIES

1. No Supervisor shall require an Employee to perform duties which are personal in nature to the Supervisor and are not related to the operation of the Police Department.

2. For the purpose of this Administrative Regulation, "Supervisor" means any member of the Police Board's staff who has the authority to direct the work of one or more other members of the Board's staff.

FOR THE BOARD:

D. Cochlin
Daniel McIntyre

04 October 1984

FOR THE ASSOCIATION:

W.M. Marshall
H.J. Lindsay
C. Lihou
H.P. Hultman

08 October 1984

Re-signed 12th of November 2008. Re-signed 24th of July, 2014.

FOR THE WEST VANCOUVER POLICE BOARD:

Chair

Board Member

WVPD Management

FOR THE ASSOCIATION:

President

Business Manager

LETTER OF UNDERSTANDING

between

The West Vancouver Police Board

And

The West Vancouver Municipal Employees' Association

Re: Sick Leave

This Letter of Understanding confirms an agreement reached between the parties regarding entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.

Notwithstanding Sub-section 7.09 (a) of this Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to 2016 December 31, or until ratification of a new Collective Agreement, and may be renewed by mutual agreement.

Signed this 5th day of November 1999. Re-signed November 12, 2008. Re-signed July 24, 2014.

FOR THE WEST VANCOUVER POLICE BOARD:

Chair

Board Member

WVPD Management

FOR THE ASSOCIATION:

President

Business Manager

This Letter of Understanding is required for EI Rebate compliance.

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