

AGREEMENT

Between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)

Effective Date: January 1, 2021
Expiry Date: December 31, 2022

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PREAMBLE

THIS AGREEMENT

made between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)
(hereinafter called the “Employer”)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)
(hereinafter called the “Union”)

1. This Agreement shall be in effect commencing January 1, 2021 until December 31st, 2022. If no Agreement is reached by the expiry date, this Agreement shall remain in full force and effect until either:
 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
2. Either Party may at any time give to the other Party “four” months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement and remain in full force and effect, unless otherwise expressly stated in the Letter of Agreement, until either:

 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. If the Employer's policies and procedures conflict with the terms and conditions of this Agreement, the terms of the Collective Agreement will prevail.
6. Definitions:
 - (a) ATO: Accumulated Time Off as earned in Article 12.

- (b) Authorized Variation: means a range of alternatives specified in the Agreement, within which range a Supervisor and an Employee or group of Employees may agree to vary from the standard.
- (c) Bargaining Unit: shall be deemed to mean Employees employed by the Employer and covered by the certificate referred to in Article 1.01 of this Agreement.
- (d) Blue Circled: an Employee's salary will be maintained above the maximum of the salary range for his/her job and such salary will be increased by all subsequent across-the-board salary increases.
- (e) Casual Employees: casual Employees will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of annual vacation, ATO, statutory holidays, sick leave and welfare benefits.
- (f) Days: means working days.
- (g) Demotion: a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (h) Employee: means an Employee of TSML and includes Police Sworn Members and Police Support Staff.
- (i) Employer: TransLink Security Management Limited (TSML).
- (j) Full-Time Regular: an Employee hired to fill an ongoing position vacated by a regular Employee or hired to fill a position which is of a continuing nature. New Employees will be considered probationary as provided in Article 9. The Employee will participate in Benefit Plans in accordance with Article 6, and in a Pension Plan. By Agreement with the Union, the Employer may hire a temporary Employee to fill a position vacated by a regular Employee.
- (k) Full-Time Temporary: an Employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The Employee will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will participate in Benefit Plans in accordance with Article 6 but not in the Pension Plan. Services of temporary staff Employees may be terminated by giving or receiving twenty-four (24) hours' notice.

An Employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 6 or the Pension Plan. However, should a vacation relief Employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and

entitlements as other full-time temporary Employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off.

- (l) **Grievance:** means a difference or apprehended difference by an Employee, a group of Employees, the Union, or the Employer, as to matters or things affecting or relating to terms or conditions of employment or work done or to be done, including all disputes between the persons bound by this Agreement respecting its interpretation, application, operation, or any alleged violation, including a question as to whether a matter is arbitrable. See the definition of “dispute” in Section 1 of the *BC Labour Relations Code*.
- (m) **Lateral Transfer:** a move to a new job which is neither a promotion or demotion as defined herein.
- (n) **Part-Time Regular:** an Employee hired to fill a part-time ongoing position vacated by a part-time regular Employee or to fill a part-time position which is of a continuing nature. By Agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular Employee. Unless otherwise agreed with the Union, part-time regular Employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular Employee may relieve a full-time Employee on leave of absence, training, sick leave, ATO days or annual vacation without change to full-time regular status. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off. Part-time regular Employees shall progress through salary steps on the basis of accumulated service.
- (o) **Party/Parties:** refers to the Employer and or the Union.
- (p) **Police Sworn Members:** referred to as Members.
- (q) **Police Support Staff:** referred to as Staff.
- (r) **Promotion:** a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (s) **Red-circled:** an Employee’s salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.

- (t) Standard: means the condition specified in the Agreement, which will be used as the default, failing mutual Agreement between the Parties.
- (u) Straight time Base Rate: regular hourly rate paid to an Employee, exclusive of overtime, premiums, allowances, shift differentials, etc.
- (v) Temporary Promotion: As set out in Article 10.04.
- (w) Union: Transit Police Professional Association.
- (x) Year: means a calendar year.

Article 1 – Union Security, Recognition & Dues

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for the Employees of the Employer described in the Certification Order issued by the Labour Relations Board dated June 3, 2014.
- 1.02 Employees who are elected officers or representatives of the Union will be entitled to leave for the purpose of investigating and resolving grievances and attending with Employer representatives at grievance meetings. Such Employees must first seek the approval of their Supervisor and inform their Supervisor of the time spent for such purposes. Supervisor approval will not be unreasonably withheld. When requests for such leaves are granted, the Employee will not suffer a loss of pay, benefits or other entitlements.
- 1.03 (a) With the approval of the Employer, elected officers or Union representatives shall be granted leave without loss of seniority or pay, benefits or other entitlements to attend:
- (i) Labour-Management Committee meetings;
 - (ii) other joint committee meetings;
 - (iii) meetings with the Employer's Human Resources Department;
 - (iv) collective bargaining with the Employer;
 - (v) *Police Act* processes as agents; and
 - (vi) British Columbia Police Association meetings
 - (vii) other Union meetings/training as agreed with the Employer.
- All other leave for Union business will be on the elected officer's or Union representative's own time.
- (b) Elected officers or Union representatives must give the Employer as much notice as possible of the application for leave. Leave will not be unreasonably withheld.
- 1.04 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence Employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for Members appointed or elected to positions with BC Police Association or other affiliate Union organization.
- (c) The Employer will cooperate with officers or representatives of the Union in performing their Union responsibilities.
- (d) The Employer will provide a Union bulletin board in a suitable location in each workplace.

- 1.05 (a) Duties normally performed by Employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit Employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit Employees if such contracting out will result in any termination or downgrading of an existing Employee.
- (c) When there is a reasonable opportunity to bring in third Party contract work, or bring in work which is currently being subcontracted, the Parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.
- (i) A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.
- (ii) The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.
- (iii) The committee must unanimously agree to any revisions or waivers of the provisions of the Collective Agreement as to the specific contracting in. These revisions or waivers will only apply for the period of the contracting in, unless extended by the Parties.
- (iv) Such terms and conditions with a copy of any revisions or waivers, shall be detailed in a letter and shall have no precedent value with respect to the Collective Agreement.
- (v) The Employer agrees that all Employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their hire, as a condition of continued employment by the Employer become and remain Members of the Union in good standing and that the Employer shall deduct from each such Employees' pay the amount of any Union dues and assessments and remit same to the Union bi-weekly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (d) The Employer will provide the Union with the following:
- (i) Employee Information: Listing of TPPA Employees, including Employee number, name, job title, job group, job code, hire date, and seniority date will be provided by the Employer to the Union on a semi-annual basis (January and July of each year).
- (ii) Dues Deduction Information: Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly regular assessment dues, calendar year-to-date total of regular dues; as well as a list of Employees in TPPA who did not pay dues and

the reason why dues were not deducted. This list will be provided by the Employer to the Union on a monthly basis.

- (e) The Employer will advise all new Employees of the names of Union representatives following commencement of employment. A Union Representative shall be permitted to meet with each new Employee during normal working hours at the Employee's workplace for up to one (1) hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new Employee.

Article 2 – Labour Relations

2.01 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) Members, three (3) Employer and three (3) Union Members to be appointed by the respective Parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet monthly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the Members of the Committee.

2.02 Neither TSML nor its representatives will require or permit any Employee covered by this Agreement to enter into an Agreement with TSML or its representatives which conflicts with the terms of this Agreement. It is recognized by the Parties, however, that there may be situations where Employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

2.03 TSML and the Union acknowledge the recent amendments to the Employment Standards Act, RSBC C. 113 (“ESA”) and are committed to ensuring that this Agreement meets or exceeds the ESA in all areas where this is required. This includes, for example, the Hours of Work and Overtime requirements. In this regard, the Parties have considered all the provisions in this Agreement which relate directly or indirectly to Sworn Member Hours of Work and Overtime and agree that taken together, these provisions meet or exceed the ESA.

Article 3 – Seniority

- 3.01 For full time Employees, seniority is defined as the length of the Employee's continuous employment from the date of the commencement of employment, and is based on regular hours worked.
- 3.02 For regular part time, temporary and casual Employees, seniority shall be calculated on the basis of regular hours worked.
- 3.03 For purposes of converting the seniority of part time, temporary, or casual Employees who become regular full time Employees from hours to years, regular hours worked will be multiplied by 1.0652.
- 3.04 The Employer shall maintain seniority lists for regular full time, regular part time, temporary and casual Employees. These lists, as of December 31 of a given year, will be posted on the TPPA Bulletin Board by February 1 of the following year. Any objection or challenge to the accuracy of the seniority lists shall be made in writing to the employer within 30 days of the list being posted. If no objection or grievance is filed, the posted list will be deemed valid for the purposes for which seniority is applicable.
- 3.05 For regular full time, regular part time and temporary Employees, the following will be considered as hours worked for the purpose of seniority accrual:
- (a) Any period of sick leave (including LTD) for a period of up to two years;
 - (b) Any period where the Employee is off on a work related illness or injury where such claim has been accepted by WorkSafeBC;
 - (c) Any approved leave under Article 8.
- 3.06 Seniority will be retained but will not accrue:
- (a) After an Employee has been absent from work on sick leave (including LTD) for more than two years;
 - (b) While on layoff for a period up to one year.
- 3.07 Seniority will be lost if the Employee:
- (a) resigns from his or her position;
 - (b) is dismissed for cause;
 - (c) is dismissed for incapacity;
 - (d) is laid off and not recalled to work within one year; and,
 - (e) fails to return to work within fifteen (15) days following notification of recall from layoff, delivered by hand or email to the Employee's last email address and home address of record; abandons his/her position.

Article 4 – Salary Scales

4.01 SALARY INCREASES

TSML will increase the pay rates and amend the pay scales to reflect a general wage increase to TSML employees as follows:

(a) Sworn Members will receive:

March 15, 2021 – the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2021; and

March 1, 2022 – the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2022.

(b) Police Support Staff will receive the following:

March 15, 2021 – A 3% increase in wage rates;

March 1, 2022 - equivalent wage increase as the TransLink/MoveUp Collective Agreement for 2022

(c) Where the above pay increases are paid retroactively, they will include any overtime and banked payouts.

4.02 TPPA SALARY SCALES

Employees shall be paid based on the following pay scale:

(a) **Police Sworn Member Pay Scales**

When a new member with previous police experience is hired, their rate of pay up to the First Class Constable level shall be commensurate with the rate of pay that they would be entitled to had their service been with TSML. However, their previous police experience will not be recognized for the purpose of seniority.

TSML TPPA SWORN SALARY SCALES as of April 1, 2019

TSML SWORN (based on a 40 hour work week)

Pre-Recruit Constable	6,165	35.4456
Recruit Constable	6,165	35.4456
Designated Constable 4th Class	6,850	39.3840
Designated Constable 3rd Class	7,278	41.8448
Designated Constable 2nd Class	7,707	44.3113
Designated Constable 1st Class	8,563	49.2328
Designated Constable Level I	8,991	51.6936
Designated Constable Level II	9,418	54.1487
Designated Constable Level III	9,847	56.6152
Sergeant Step 1	10,276	59.0817
Sergeant Step 2	10,704	61.5425
Sergeant Step 3	11,132	64.0033
Staff Sergeant Step 1	11,560	66.4641
Staff Sergeant Step 2	11,987	68.9191

TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1, 2021

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,934	17.9936	3,069	18.8215	3,167	19.4225	3,263	20.0113	3,393	20.8085	3,528	21.6365
2	3,203	19.6433	3,354	20.5694	3,458	21.2072	3,562	21.8450	3,707	22.7342	3,850	23.6112
3	3,495	21.4341	3,650	22.3847	3,773	23.1390	3,892	23.8688	4,046	24.8132	4,199	25.7516
4	3,819	23.4211	3,994	24.4943	4,113	25.2241	4,249	26.0582	4,414	27.0701	4,585	28.1188
5	4,162	25.5246	4,354	26.7021	4,495	27.5669	4,630	28.3948	4,810	29.4987	5,010	30.7252
6	4,553	27.9226	4,750	29.1307	4,908	30.0997	5,056	31.0074	5,259	32.2523	5,464	33.5095
7	4,966	30.4554	5,187	31.8107	5,352	32.8227	5,522	33.8652	5,737	35.1838	5,963	36.5698
8	5,423	33.2581	5,661	34.7177	5,841	35.8216	6,017	36.9010	6,264	38.4158	6,512	39.9367
9	5,911	36.2509	6,177	37.8822	6,375	39.0965	6,579	40.3476	6,834	41.9114	7,107	43.5857
10	6,459	39.6116	6,745	41.3656	6,962	42.6964	7,174	43.9966	7,457	45.7322	7,753	47.5475
11	7,044	43.1993	7,363	45.1557	7,601	46.6153	7,835	48.0504	8,148	49.9699	8,471	51.9508
12	7,694	47.1856	8,042	49.3198	8,301	50.9082	8,550	52.4353	8,890	54.5204	9,240	56.6669

Non Office

Building Service Worker	3,819	23.4211	3,994	24.4943	4,113	25.2241	4,249	26.0582	4,414	27.0701	4,585	28.1188
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Job Group Listing

Non Office Staff

Building Service Worker

Job Group 2

Office Clerk

Job Group 5

Police Support Clerk
Student Communications Assistant*
Facilities Coordinator

Job Group 6

Finance Clerk
Recruiting & Training Assistant
Crime Analysis Assistant
Purchasing and Inventory Coordinator

Job Group 7

Fleet Maintenance Specialist
Court Clerk
Communications Operator Trainee
Disclosure Coordinator
Senior Finance Clerk

Job Group 8

Police Communication Operator
CPIC Coordinator
Exhibits & Court Liaison
Quality Review Reader
Training Coordinator

Job Group 9

Team Leader Police Communications
Accounting Analyst
PRIME Administrator

Job Group 10

Crime Analyst
Forensic Video Analyst

Job Group 11

Recruiting Coordinator

4.03 (a) Sworn Member Pay Increases During Leaves

Sworn Members who are on leave and would be eligible for pay increases during the leave will be governed by Articles 4.04(c) and (d).

4.04 Police Support Staff Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic based on length of service except that such increases may be withheld for inadequate performance providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the Employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to Employees on probation. When in the opinion of the Employer, the Employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an Employee while he/she is on sick leave. After returning to work the Employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to Employees who qualify for an increase during all other leaves of absence without pay in excess of three months, except for maternity, paternity, and parental leave. Upon return to work an Employee will become eligible for the increase after qualifying in accordance with Article 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an Employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular Employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New Employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular Employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 10, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An Employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity, paternity, and parental leave.

An Employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

Staff whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the Employee's salary falls. No Employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

Staff who are promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No Employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) Staff who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) Staff whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 10.06 (a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

Article 5 – Premiums & Allowances

5.01 Shift Premiums

(a) Police Sworn Member Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Members shall be paid a shift premium equal to \$1.50 per hour for all hours of a specific shift that fall outside the day shift.

(b) Police Support Staff Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.50 per hour for all hours of a specific shift that fall outside the day shift.

5.02 First Aid Premium

In order to provide Employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which include the requirements of WorkSafeBC.

The Employer will encourage designated Employees to qualify for the First Aid Certificate and, in respect of those Employees, pay their required training and provide a pay allowance on hours worked only for holding valid Certificates as per (a) below.

(a) Designated Employees (Acting as Occupational First Aid Attendants, or their Back up, under WorkSafeBC Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

5.03 Training Premiums

(a) In training situations, where an Employee who does not have the responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction, not including time for planning and preparation. The Constable Force Options shall be eligible for this premium.

- (b) Field Training Premium: Any Member who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in Article 5.03(a) plus an additional two and a half percent (2.5%) premium for all hours worked while conducting the training.
- (c) Use of Force Training Supervisor: The Member responsible for the overall supervision and conduct for any Use of Force Training, including at the range during firearms range training activities is the designated supervisor and shall be paid the rate of a supervisor.

5.04 Dog Handler Expenses/Allowance

- (a) All reasonable expenses, including feed expenses, incurred by the Dog Handler, will be reimbursed upon presentation of receipts by the Dog Handler.
- (b) A Member who is required to perform the duties of Dog Handler shall receive a specialist pay equivalent to five percent (5%) of the First Class Constable's rate of pay.
- (c) A Member designated by the Employer as the Senior Dog Handler will receive an additional two percent (2%) in excess of (b) above.

5.05 Clothing Allowances

Police Sworn Member Uniform Issue and Cleaning

- (a) All Members engaged in uniform duties shall have their uniforms provided without charge and the Employer agrees that it shall clean, launder, repair and provide all similar services necessary with respect to the upkeep of said uniforms without charge to the Members. Members who are required to wear business attire on occasion in the performance of their duties are eligible for cleaning services.
- (b) Cleaning service delivery (pick up and drop off) will be provided by the Employer at the member's reporting location.
- (c) Temporary Plain Clothes Duties: All Members assigned to duties where plain clothes are required on a temporary basis shall be compensated at a rate of \$ 5.00/day.
- (d) Permanent Plain Clothes Duties: All Members engaged in permanent plain clothes duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing to a maximum of \$ 1,500 per year. This reimbursement will be paid semi-annually.
- (e) All Members covered by this Article who are on sick leave, WorkSafeBC benefits or long term disability for more than for two (2) consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for a period of that absence.

5.06 Protective Clothing

Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

(a) Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$125.00 for one (1) pair per year or \$250.00 per two (2) year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

- (b) It is understood that where safety shoes are not required and an Employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of Employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- (i) Footwear should be made of leather or other equally firm material.
- (ii) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (iii) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 6 – Benefit Plans

6.01 Medical Services Plan

If Medical Service Plan premiums are re-instated by the Provincial Government and required to be paid by Employees, the Employer will pay the required premiums to ensure coverage for Eligible Employees and administer the group plan accordingly.

6.02 Extended Health Care Plan

Eligible Employees and their dependents are entitled to extended health care coverage through the Employer's Extended Health Care Plan on the terms and conditions of that plan. The plan contains a lifetime maximum of \$1,000,000 per person for Out of Country Travel. Eligible expenses include but are not limited to:

- Vision Care: \$500 per person per twenty-four (24) month period towards eyeglasses, contact lenses or laser eye surgery and \$100 per person per twenty-four (24) month period towards the cost of eye examinations. Employees will not be required to copay any amount for this benefit.
- Hearing Care: \$1000 per person per five (5) year period per hearing aid. Additional coverage towards the cost of batteries and other hearing aid accessories and the maintenance of hearing aids. Employees will not be required to copay any amount for this benefit.
- Prescription Drug Coverage: Coverage of drugs as per the terms and conditions of the plan. Effective the date of ratification, prescription drug coverage includes oral contraceptives.
- Registered paramedical therapy services up to the following maximum amounts per person per calendar year: This may include any of the following:

	<u>2021</u>	<u>2022</u>
a) Acupuncture	\$200	\$200
b) Chiropractor	\$750	\$1000
c) Massage	\$1000	\$1250
d) Naturopath	\$500	\$500
e) Physiotherapist	\$750	\$1000
f) Podiatrist	\$200	\$200
g) Speech Language Pathologist	\$100	\$100

- Psychological and Registered Clinical Counsellor Services: \$3,000 per person per calendar year for psychological services.

Employees should contact the insurance provider and TransLink's benefits department for further information about their eligibility for coverage and eligible expenses under the plan.

6.03 Extended Dental Plan

Regular Employees and their dependents are entitled to extended dental coverage under through the Employer's Extended Dental Plan on the terms and conditions of that plan. The plan will provide Eligible Employees with coverage equivalent to: Plan A (95% co-insurance); Plan B (70% co-insurance) and Plan C (60% co-insurance with a maximum of \$5,000 of lifetime dental benefits per person covered.

6.04 Group Life Insurance

Eligible Employees may receive life insurance coverage under plans held by the Employer or the Union, as the case may be, on the terms and conditions of those plans:

- Basic Group Life Insurance
- Optional Life Insurance (Employee and Spouse)
- Voluntary Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Dependent Group Life Insurance

Information about your entitlement to coverage under the above plans, and the extent of that coverage, is available through TransLink's benefits department or the Union.

- 6.05 (a) The premium costs and dividends, where applicable, for the above plans outlined in Articles 6.01, 6.02 and 6.03 above shall be paid for one hundred percent (100%) by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

6.06 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for Employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

6.07 Transit Passes

All Employees, except casual Employees, are entitled to a yearly transit pass. In addition, up to two (2) free passes will be issued to the Employee's spouse and child. Transit Passes are taxable to the employee.

Casual Employees shall be reimbursed for local journeys on the Employer's urban transit system between the Employee's home and the Employee's work location, or provided with a transit pass at the Employer's discretion.

Retired Employees with two (2) or more years of service and their spouse may at their discretion, receive a Compass Card for areas where TransLink operates an urban transit system.

An Employee shall surrender his/her pass upon termination of employment.

All Employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

6.08 Tuition Costs at the Justice Institute of British Columbia

Recruits attending mandatory training at the Justice Institute of British Columbia will pay the associated tuition costs up to a maximum of fifty percent (50%).

6.09 Police Sworn Member Parking

The Employer shall ensure that Members have a secure parking area at all future locations.

Article 7 - Sick Leave, Short & Long Term Disability

7.01 Current Sick Leave Allowances

All Employees (except casual Employees) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by WorkSafeBC payments. The Employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the first year of employment no paid sick leave will be granted during the first three (3) months of service. The only exception is where an Employee is entitled to statutory paid sick leave, in which case, this will be granted if eligible.
- (b) At the end of three (3) months' service, the Employee will have a paid sick leave allowance of twenty-two (22) days set up, less any statutory paid sick leave granted under (a), which will be effective retroactively to the Employee's entered service date.
- (c) Thereafter at the commencement of each year twelve (12) additional days will be set up for each year of service to a maximum of one hundred (100) days.
- (d) Sick leave entitlement is converted to hours based on eight (8) hours per day of entitlement for Sworn Members, seven and a half (7.5) hours per day of entitlement for Staff and seven (7) hours for Operators. Medical/Dental appointments are subject to Article 8.27(d).
- (e) An Employee may use their Sick Leave Days or Attendance Bonus Days to cover their regular salary for the first (90) days of Sick Leave.
- (f) An Employee may use their Sick Leave Days or Attendance Bonus Days to top-up their Short-Term or Long-Term Disability payments to one hundred percent (100%) of their regular rate of pay.
- (g) If Sick Leave Days and Attendance Bonus days are depleted, Employees can request a payout of banked time, excluding current year vacation, to cover Sick Leave.
- (h) If the Employee returns to work from Short-Term or Long-Term Disability, the Employer will replenish any Sick Leave and Attendance Bonus Days used by the employee for top-up of Short-Term or Long-Term Disability once the employee fully returns to his or her regular duties. Any other banked time used for top-up payments under (f) will not be replenished when the Employee returns to work. Sick days or Attendance Bonus used for the first 90 days of Sick Leave will not be reimbursed.

Attendance Bonus Days

- (i) Employees shall earn three (3) Attendance Bonus Days for each quarter in a calendar year during which the Employee has not claimed a paid Sick Leave/Attendance Bonus day. Employees can also earn an additional three (3) Attendance Bonus Days for each calendar year during which the Employee does not claim any paid Sick Leave/Attendance Bonus Day. However, approved WorkSafe claims shall not be considered as "paid Sick Leave" when determining whether an employee is

eligible for Attendance Bonus Days. Attendance Bonus Days can be banked to a maximum of seventy-five (75) working days. Use of Attendance Bonus Days is governed by 7.01.

- (j) Attendance Bonus Days may be converted to ATO to be taken as time off or paid out as set out below:
 - (i) An Employee must have been employed for at least five (5) years of continuous employment to be entitled to convert Attendance Bonus Days to ATO.
 - (ii) Employees will only be eligible to convert any Attendance Bonus Days in excess of thirty (30) Attendance Bonus Days.
 - (iii) The maximum Attendance Bonus Days that can be converted to ATO is ten (10) days:
 - (a) Sworn Members – 120 hours
 - (b) Support Staff – 75 hours
 - (c) Operators – 70 hours
 - (iv) The conversion of Attendance Bonus Days to ATO will be based on a ratio of 3:1. For example, 15 Attendance Bonus Days will convert to 5 (8 hour) ATO days.
 - (v) The scheduling of time off will be either through the normal scheduling of ATO or with Supervisor approval and where the time off request does not affect the efficient operation of the department.
 - (vi) The ATO rules set out in Article 12 of this Collective Agreement, including the ATO bank limits, carry forward and pay out provisions, will apply to any Attendance Bonus Days converted to ATO.

7.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the Employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the Employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1st of that year as determined by his/her length of service.

- 7.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

7.04 Past Service Credits

All Employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All Employees re-entering service with the Employer

after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for Employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

7.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an Employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An Employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the Employee's physician prior to return to work, the Employer may require such an examination.
- (c) An Employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the Parties in order to establish that the Employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this Article.

The Employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the Employee is medically fit to perform his or her normal duties, prior to the Employee returning to work.

The Employer shall give reasonable notice to any Employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an Employee's absenteeism is excessive, it may require the Employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the Employee before it invokes this right and will discuss the matter with the Union at its request.

7.06 Sick Leave Recovery

An Employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an Employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third Party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the Employee with the number of sick days equivalent thereto.

7.07 Short-Term Disability Plan

The Employer will assume the cost of a short-term disability (STD) plan which will be provided and administered by the Transit Employees' Health and Benefit Trust ("Trust") and subject to the Trust rules and procedures, including an appeal process which is final and not subject to the grievance procedure in this Agreement. This is in accordance with the Letter of Understanding signed by the parties on September 13, 2019. The terms of the plan will be determined by the Employer, however, eligible Employees will receive sixty-five percent (65%) of their weekly earnings up to a maximum of \$1500 per week. The Short-Term disability plan will cover from day 91 to day 180 of sick leave. Benefits received under the STD plan are taxable to the Employee.

7.08 Long-Term Disability Plan

Except for casual Employees, all Employees with three (3) or more months' service must enroll in the Union's long-term disability plan. The terms of the plan are determined by the Union. The administration of the plan is the Union's responsibility. Employees will pay one hundred percent (100%) of the premium costs associated with the plan.

The Employer will withhold the premium costs from Employees' pay and remit same to the Union.

7.09 Supplement to Long-Term Disability Benefits

Until an Employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of thirty percent (30%) of normal straight-time earnings during the period in which the Employee is receiving Short-Term or Long-Term disability benefits. Once an Employee's sick leave is exhausted, the Employee may top-up their Short-Term or Long-Term disability benefits through their other available banks, excluding current year Vacation.

The Employer will continue to pay one hundred percent (100%) of an Employee's benefit plan premium while receiving Short-Term or Long-Term disability benefits.

7.10 WorkSafeBC Supplement

Employees receiving benefits from WorkSafeBC will have WorkSafeBC payments supplemented by the Employer, so that the Employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7.5) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the Employee receives compensation from WorkSafeBC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

7.11 WorkSafeBC Advance

Employees receiving benefits from WorkSafeBC will be paid an advance equal to their base hours (i.e. seven and one-half (7.5) hours in the case of most Employees in the bargaining unit) times their hourly wage times seventy-five percent (75%) for each full day the Employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

An Employee whose WorkSafeBC claim is denied, even if the claim is being appealed, will cease receiving advances.

The Employee whose claim is denied must apply for benefits under the Sick Leave and/or the LTD provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the Employee's pay in not more than ten (10) consecutive pay periods and at no less than one hundred dollars (\$100) per payment (or ten percent (10%) of the Employee's wages, whichever is less). If the outstanding balance to be repaid is less than one hundred dollars (\$100), the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the Employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding WorkSafeBC advance will be recovered from the Employee's final pay.

7.12 Recovery of Benefit Plan Costs

An Employee on leave of absence without pay, for reasons other than sick leave or maternity/parental/paternity leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of benefit plans as outlined in Articles above in respect of that month.

Employees who are on leave of absence in accordance with Article 1.04 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the Employee.

7.13 Payouts In Lieu of Unpaid Sick Leave

- (a) Employees on unpaid sick leave may request a payout from banked time in lieu of the unpaid sick leave hours.
- (b) Current year accruals are not available for payout.
- (c) If an Employee has no banked vacation, positive ATO and earned current year Stat holidays may be requested to be paid out.
- (d) All requests for pay out under this article must be made in writing.

Article 8 - Vacations, Statutory Holidays & Leaves of Absence

8.01 Vacation

Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

8.02 Year-of-Hire Vacation Entitlement

Employees hired between January 1st and May 31st inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

8.03 Annual Vacation Entitlements

An Employee shall earn his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may take his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of six percent (6%) of gross earnings less any pay actually received for vacation taken.

- (b) Vacation Entitlements

In the calendar year of:

Police Sworn Member

*1 st – 7 th anniversary	-	120 hours
8 th – 15 th anniversary	-	160 Hours
16 th – 22 nd anniversary	-	200 Hours
23 rd and later anniversary	-	240 Hours

It is understood this increase in vacation entitlement will not result in additional costs to TSML. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to TSML.

Police Support Member

*1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An Employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) vacation days (Staff) or 280 hours (Members) has been reached.

8.04 Police Sworn Member Annual Vacation Sign-up

- (a) Members who have a minimum of 6 months of employment shall sign-up for annual vacation, in seniority order by their squad (i.e. the Employer shall establish the vacation blocks that it is prepared to make available for each shift and Members shall select their vacation time off within their shift on that basis). For clarity, "squad" means a group of Members who report to the same location under the same Sergeant.
- (b) Early vacation sign up for Q1 (January – March) of the following year will take place in June of the current year in seniority order. Sworn Members who book early vacation will use JUSTIN to block the time off and use their first vacation selection during the Vacation Sign up to take the blocked time off:
- (c) The vacation sign-up for the balance of next year's vacation year shall take place no earlier than November of the current year.
- (d) Staff Sergeants, Sergeants and Acting Sergeants will sign for their vacation by shift ensuring that at least one Substantive Sergeant or Staff Sergeant is on duty at all times.

8.05 Payment of Vacations

- (a) Current vacation will be paid based upon an Employee's rate of pay at the time the vacation is taken.,
- (b) Deferred and Banked vacation will be paid at the Employee's rate of pay at the time the vacation is taken.

8.06 Past Service Credits

- (a) All Employees entering the Employer's service on November 06, 1985 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All Employees entering service with the Employer after November 06, 1985 will receive credit for all past service with the Employer (including BCT, MTOC service for Employees transferred on November 06, 1985) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.
- (b) When a new member with previous police experience is hired, their completed years of service will be recognized for the purpose of annual vacation entitlement. However, previous police experience will not be recognized for any other purpose including seniority related entitlements such as annual leave signup and scheduling.

8.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.

- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.
- (e) Banked vacation will be paid out upon written request by the Employee
- (f) Notwithstanding the above, Employees on secondment will not be permitted to bank vacation and will be paid out all vacation earned except where authorized by the Employer and based on the ability to recover the cost.

8.08 Statutory Holidays During Vacations and Leaves of Absence

An Employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

8.09 Relieving on Higher-Grouped Job

If an Employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an Employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

If an Employee is in a temporarily promoted (acting) position in a higher grouped job (does not apply to WSE assignments) at the time that he/she goes on STD or LTD, their salary will revert and be paid at their previous substantive rate of pay.

8.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, STD, LTD or an Employee receiving benefits from WorkSafeBC.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an Employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an Employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one-twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, WorkSafeBC, maternity/paternity/parental leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

- (c) Employees who are absent from their position due to sick leave, STD or LTD or are receiving benefits from WorkSafeBC will be eligible to continue to accrue vacation if they are temporarily accommodated full-time in an existing vacant position and where the Employee is performing all required duties and assuming all the responsibilities and accountabilities of the position.

However, where an Employee returns to work on “light duties”, meaning that the Employee is not occupying an existing vacant position but rather is assigned to duties or projects tailored to the Employee’s limitations and primarily to support the employee’s rehabilitation, the Employee will not accrue vacation.

8.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. For greater certainty, vacation will not be eligible for rescheduling or extension where a disability or illness begins during scheduled days off prior to a scheduled vacation.

If an Employee is absent from work on sick leave or WorkSafeBC immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that Employee at the time he/she originally scheduled his/her vacation.

In order to qualify for such rescheduling the Employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two (2) day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an Employee’s request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the Employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or WorkSafeBC Benefits.

In order to request rescheduling of vacation under this provision, the Employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the Employee would have been physically unable to perform his/her assigned duties.

- (b) Any Employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the Employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the Employee is required to be in attendance, during his/her vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer; and
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual Agreement of the Employee and his/her Supervisor.

8.12 Statutory Holidays

For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

- 8.13 In recognition that statutory holidays may be scheduled work days for shift workers, Employees will be scheduled off for up to thirteen (13) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period time. The Employer may, at its discretion, permit the banking of such statutory holidays which will be taken off at a time that is mutually agreed upon by the Employee and Supervisor. Any statutory holiday time that is not taken by December 31 of each year will be paid out not later than the second full pay period following the applicable year of entitlement.

When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with Article 8.11, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by Employees either individually or in groups at the Employer's discretion.

- 8.14 Subject to the exceptions in the Letter of Agreement, *Change of Pension Plan for Sworn Members*, dated July 15, 2020, all Employees will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of:
- a) eight (8) hours for Sworn Members
 - b) seven and one-half (7.5) hours for support staff, and
 - c) seven (7) hours for Operators

for each statutory holiday(or any day in lieu thereof granted under Article 8.13 above).

This is provided that on the working day immediately before or on the working day immediately following the holiday he/she was atwork, or on sick leave (excluding an income continuance period), or on annual vacation, or onATO or on approved leave of absence not exceeding ten (10) working days.

Employees onSTD/LTD but who are working full-time on a modified or light duties capacity will be considered “at work” under this provision and, subject to any other restriction in this Article, will receivestatutory holiday pay.

- 8.15 In addition to the provisions of Article 8.14 all time worked on statutory holidays shall be paid at double time rates, except as provided in Article 8.16.
- 8.16 Shift workers as listed in Article 13.08 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1.5) for those days. Shift workers will be paid at two hundred percent (200%) for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.
- 8.17 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive two hundred percent (200%) and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 8.18 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 8.13 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 8.13 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an Employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.
- 8.19 Bereavement Leave
 - (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an Employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
 - (b) If an Employee is on annual vacation or banked statutory holidays at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

8.20 Special Leave

Any Employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an ATO day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an Employee has banked time available, such leave will be deducted from the bank of the Employee's choice.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

8.21 Court Leave

When a regular Employee, other than Employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the Employee's private affairs, Leave of Absence without pay may be granted.

8.22 Educational Leave

An Employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an Employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

8.23 Maternity Leave (must be read in conjunction with Articles 8.24 and 8.25)

- (a.1) A pregnant Employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (i) beginning
 - (1) no earlier than thirteen (13) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
 - (ii) ending
 - (1) no later than seventeen (17) weeks after the leave begins.

- (a.2) An employee who requests leave under this section after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- (b) Note that the “unpaid leave” contemplated by this Article may be supplemented by Employer paid top-up benefits as per article 8.24, below.
- (c) An Employee who requests leave after the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (d) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a.1), (a.2) or (c).
- (e) A request for leave must:
 - (i) be given in writing to the Employer by submitting a medical certificate in the required form completed by her physician and sent to the Occupational Health Specialist as soon as the condition is known, and
 - (ii) be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave.
- (f) An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the Employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Specialist, commence her leave of absence immediately.
- (g) Should the Employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the Employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the Employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.
- (h) Where an Employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

In cases of special circumstances an Employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a certificate of a medical practitioner stating that the Employee is able to resume work.

- (j) On return from maternity leave, the Employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's pregnancy or maternity leave unless the Employee is absent for a period exceeding the permitted leave.
- (l) When an Employee on maternity leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an Employee fails to return to work after giving notice, the Employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another Employee from within the department; or
 - (ii) changing the status of the temporary Employee who relieved the Employee on maternity leave.
- (m) An Employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the Employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per Section 8.23(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the Employee ceases work. Seniority will be calculated as at the date she ceases work. The Employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

8.24 Maternity Leave Supplemental Unemployment Benefit (SUB) Plan

The objective of the SUB Plan is to supplement the Employment Insurance (EI) benefits received by regular Employees with a minimum of one (1) year of service, who are on approved maternity leave pursuant to Article 8.23(a) of the Collective Agreement and who have given birth.

- (a) The SUB Plan will come into effect thirty (30) days after authorization for the SUB Plan is received from Employment and Social Development Canada (ESDC). It will remain in effect until the expiration date of this Collective Agreement.

- (b) Eligible Employees will be paid a maximum of sixteen (16) weeks of top-up benefits under the SUB Plan.
- (c) The top-up shall be to one hundred percent (100%) of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
- (d) The first stage of top-up (currently the one week EI waiting period) is subject to proof that the Employee has filed a claim for EI benefits and is serving the EI waiting period.
- (e) The second stage of the top-up (following the one week EI waiting period) is subject to the Employee submitting proof of receipt of EI benefits during the applicable period.
- (f) Regular earnings for purposes of this Article are defined as the Employee's base rate earnings for her regular job (not necessarily the job she is in when commencing maternity leave) and do not include any premium payments.
- (g) The Employer's contributions pursuant to the foregoing shall not reduce the Employee's paid sick leave allowances or any other of the Employee's time off entitlements.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI and therefore should expect to receive some or all of the Employer top-up retroactively.
- (i) The Maternity Leave SUB Plan will not reimburse Employees for EI "clawbacks".
- (j) Employees do not have a right to SUB Plan benefits except for supplementation of maternity leave benefits under the Employment Insurance Act.
- (k) The Employer will inform Employment and Social Development Canada (ESDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

8.25 Parental Leave

- (a) An Employee who requests parental leave is entitled to:
 - (i) for a parent who takes leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave taken immediately after the maternity leave unless the Employer and Employee agree otherwise;
 - (ii) for a parent, other than an adopting parent, who does not take leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the birth,
 - (iii) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.

- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
 - (c) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is for leave under subsection (a), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
 - (d) An Employee's combined entitlement to leave under the maternity leave provisions and the parental leave provisions of this collective Agreement is limited to seventy-eight (78) weeks plus any additional leave the Employee is entitled to under Articles 8.23(c) and 8.25(b).
- The Employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.
- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

8.26 Paternity Leave

An Employee shall be granted a leave of absence and shall be compensated at his/her regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his/her regular working day.

8.27 Leave of Absences

- (a) Subject to operational requirements, Employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an Employee has more than three (3) years' service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five (5) years.

- (b) Except by Agreement between the Employer and the Union, Employees who have banked time will be required to use all of their banked time before they are eligible to take a leave under this clause.

Canadian Armed Forces/Reservist Leave

- (c) Subject to operational requirements, up to two (2) weeks leave of absence without pay per year will be granted to regular Employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling.

Medical and Dental Appointments

- (d) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an Employee to schedule such appointments in the above mentioned manner, the Employee will have such leave deducted from any banked time that is available to that Employee. Where an Employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the Employee to reschedule a medical or dental appointment that conflicts with operational requirements.

8.28 Public Office Leave

Leave of absence without pay will be granted to Employees who:

- (a) Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual Agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

8.29 Other Statutory Leaves

In addition to the available Leaves of Absence set out in this Article, Employees may also be entitled to unpaid or paid statutory Leave available under the Employment Standards Act of B.C. and Regulations, or as may be available or enacted under other provincial and federal statutes. This includes, but is not limited to the following:

- Family Responsibility Leave
- Jury Duty Leave
- Compassionate Care Leave
- Critical Illness or Injury Leave
- COVID-19-Related Leave
- Leave Respecting Disappearance of Child
- Leave Respecting Death of Child
- Leave Respecting Domestic or Sexual Violence

In order for Employees to qualify and continue to receive statutory Leaves, they must meet the eligibility criteria and any other requirements set out in the corresponding statute or regulation. Accordingly, the Employer will grant such Leaves and comply with any statutory obligations or duties.

The Employer will provide information to Employees on all available statutory leaves which will be posted on Cufflink.

Article 9 – Probation

9.01 Police Support Staff

All Staff hired are considered probationary until successful completion of 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year (the “Probationary Period”), whichever comes first.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union.

The Employer will endeavor to advise the probationary Employee of any performance deficiencies throughout the Probationary Period. A week before the expiry of the Probationary Period, the Supervisor will conduct a performance rating of the Employee and either confirm the appointment or terminate the Employee. Notwithstanding the previous sentence a Supervisor may terminate the Employee any time during the Probationary Period where the Supervisor determines that such Employee is unsatisfactory. Any such terminations are subject to the grievance procedure.

Where the Employee is on an extended Leave of Absence (Maternity, Parental Leave, Short Term or Long Term Disability) which begins before the conclusion of the Probationary Period the Probationary Period will be suspended and will re-commence upon the Employee’s return to work.

9.02 Police Sworn Members

All Members will serve an probationary period (the “Probationary Period”):

- (a) Recruits – eighteen (18) months
- (b) Lateral hires with one 1-5 years experiences – twelve (12) months
- (c) Lateral hires with more than 5 years experience – six (6) months

During the Probationary Period, Members will be referred to as Probationary Members. The Probationary Period for recruits commences on the first day of Block I training at the JIBC.

Probationary Members that must complete basic training will do so during the Probationary Period.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union. Where such extension is required, the Employer will give the Union and the Probationary Member written notice of the reasons for same.

The purpose of the Probationary Period is to determine the suitability of the Probationary Member for continued employment. During the Probationary Period, the Probationary Member’s supervisor will evaluate his or her performance and provide the Probationary Member with feedback on performance issues.

The employment of a Probationary Members may be terminated during the Probationary Period if it can be satisfactorily shown that the Probationary Member is unsuitable for continued employment. Suitability shall be determined on the basis of factors such as:

- (a) Conduct;
- (b) Quality of work;
- (c) Ability to work harmoniously with others; and
- (d) Ability to meet the operational and administrative standards set by the Employer.

Any terminations of Probationary Members during the Probationary Period are subject to the grievance procedure.

If a Probationary Member successfully completes the Probationary Period and continues in his or her employment as a Member with the Employer, the member's length of service for all purposes will be his or her date of hire as a Probationary Member.

Where the Probationary Member is on an extended Leave of Absence (Maternity, Parental Leave, Short Term or Long Term Disability) which begins before the conclusion of the Probationary Period the Probationary Period will be suspended and will recommence upon the Employee's return to work.

Members promoted in rank will be subject to a probationary period in accordance with the departmental Promotions Policy.

Article 10 – Employment, Transfer & Termination

10.01 Police Support Staff - Hiring Rates

New Staff will be hired at the minimum rate for the job, except that the Employer may hire up to the top of the salary range, at its option, to recognize related experience.

10.02 Employee Listing

The Employer will provide the Union monthly with a list of all Employee hiring's, transfers, promotions and terminations.

10.03 Permanent Promotions

- (a) When an Employee is promoted he/she will receive an increase of five percent (5%) on his/her base rate (or five percent (5%) per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an Employee is promoted from one job to another he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old base rate is lower than his/her new base rate he/she will receive the new base rate; but where the Employee's old base rate is higher than his/her new base rate he/she will be red-circled at his/her old base rate.
- (c) When an Employee is promoted from a position he/she has taken under the provisions of Article 10.06(b) the following salary policy will apply:
 - (i) If the Employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with Article 10.03(a) above.
 - (ii) If the Employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the Employee remained on that higher job group level.
 - (iii) If the Employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of Article 10.03(c)(ii) and then the provisions of Article 10.03(a).

10.04 Temporary Promotion

- (a) Should an Employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the Employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.

- (b) Should an Employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the Employee's current level his/her promotional increase will be determined by Article 10.03(a). If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted Employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an Employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the Employee returns to his/her regular job. The salary at which the Employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An Employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of Article 10.03(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

10.05 Lateral Transfers

When an Employee is, by definition, laterally transferred from one job to another he/she will retain his/her old base rate. Further, where the Employee's old base rate is lower than his/her new base rate he/she will receive the new base rate; but where the Employee's old base rate is higher than his/her new base rate he/she will be red-circled at his/her old base rate.

10.06 Demotions

- (a) Employees may be required to temporarily perform work normally performed by Employees in lower grouped jobs provided such Employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.
- (b) In the case of a demotion directly ascribable to the Employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the Employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the Employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved

directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the Employee will receive the general increases that accrue to his/her lower job grouping.

- (c) Any Employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the Employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:
 - (i) Regular Employees must accept retraining as provided by the Employer without cost to the Employee for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (ii) Regular Employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (iii) Regular Employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
 - (iv) The Union may waive job postings to facilitate transfers of Employees.

10.07 Eligibility for Job Competitions

- (a) An Employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular Employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the Employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

10.08 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under TPPA jurisdiction, shall be given to TPPA Members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular Employees.
- (b) Full-time temporary Employees and casual Employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

10.09 Job Posting

- (a) All TPPA job vacancies including additions to staff, shall be circulated to all staff by e-mail and posted on Employer Intranet for a minimum of ten (10) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With Agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the Employee selected to fill the vacancy, existing job title and Employee number of successful applicants for the job vacancies under TPPA jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.
- (d) In making job selections and promotions under the foregoing, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (e) Non-TPPA bargaining unit Employees on the Employer's regular staff may also apply for jobs covered by this agreement but in such instance preference shall be given to Employees in accordance with this Article.
- (f) Although selection of Employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for posted vacancies within the bargaining unit upon request to the local Human Resources Offices.

10.10 Temporary Vacancies

- (a) Nothing in this Article prohibits the Employer from filling vacant Member positions or assignments with Actors for periods of up to twelve (12) months.
- (b) It is the intent of the Parties that temporary Staff vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Article 10.09(d) from those Employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an Employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, the Employer will consider filling such vacancies from among current Employees prior to hiring from outside.
- (d) Where a regular Employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that Employee shall retain all rights and benefits of a regular Employee including all rights to their regular position.

10.11 Where an Employee has been selected to fill another position, the Supervisor concerned shall release the Employee as expeditiously as possible after being notified of the transfer by the Manager, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the Employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the Employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 11 - Job Descriptions and Evaluations

11.01 Job Evaluation

It is the intent of this Article that all jobs will be evaluated consistently and equitably using the Employer's Job Evaluation plan. The Union will be consulted about the contents of the Employer's Job Evaluation plan, which may be amended from time to time.

The Employer will inform the Union of jobs under evaluation. The Union will be afforded the opportunity to provide input during the evaluation process, and with respect to proposed changes to job descriptions.

The Union may request a job evaluation review by informing the Manager, Human Resources. The Employee and Union will be advised of the outcome of the job evaluation review, in writing, at the earliest opportunity.

11.02 Job Evaluation Appeal

In the event that the Union is dissatisfied with the outcome of a job evaluation, the Union may request resolution through the Job Evaluation Appeal process.

Job Evaluation appeals will be resolved by a Standing Arbitrator. The Union and Employer will jointly select the Standing Arbitrator on the basis of his/her expertise in job evaluation, and will share equally in his/her costs.

The Employer will submit the outcome of the job evaluation process to the Standing Arbitrator, with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on the job review by the Arbitrator if required. The Arbitrator's decision will be final and binding.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

11.03 In the case of an ungrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event the Union initiates an appeal within twenty (20) working days following a review by the Employer, and the Union is successful in receiving an ungrouping, the effective date of such ungrouping shall be the date on which the review was initiated.

Article 12 – Work Hours

12.01 Police Sworn Members Work Hours

The work year shall be the equivalent of 2080 hours. Working hours shall be the equivalent of forty (40) hours per calendar week.

- (a) In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation. In the case that the Employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 5.01(a).

12.02 Police Sworn Members Work Day

- (a) The work day shall be any ten hours and thirty minutes (10.5 hours) for Members, working a schedule of 4 days on and 3 days off in a calendar week.
- (b) The work day shall be twelve hours (12 hours) for Members, working a schedule of 4 days on and 4 days off. It is understood that all such members will report for duty not less than fifteen (15) minutes prior to the commencement of their assigned shifts.
- (c) The work day shall be eight hours and thirty minutes (8.5 hours) for Members working a 5 days on 2 days off schedule. Work day schedules of this nature require agreement by the Union through a letter of agreement for specific Member assignments.

12.03 Police Sworn Members ATO

- (a) Members working the shift schedule set out in 12.02(a) above will earn 104 hours of ATO annually. These Members must schedule ATO annually.
- (b) Members working the shift schedule set out in 12.02(b) above will earn an average of 104 hours of ATO annually. These Members must schedule ATO annually.
- (c) Members may take ATO as discretionary time as it is earned except where approved by the Employer. Members with a positive ATO balance as of June 30 will be allowed to carry forward 96 hours of ATO. Any hours in excess of 96 will be paid out the following pay period.

A member with a negative ATO balance in excess of 24 hours will have their bank reconciled to negative 24 hours as of June 30.

12.04 Police Support Staff Work Hours

The hours of work for all Staff, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be equivalent of thirty-five (35) hours per week. Employees will

continue to work a normal week of five (5) x seven and one-half (7.5) hour days and shall receive seventeen (17) days a year ATO.

- (b) ATO days will be scheduled to allow Employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to Article 12.04(g) below, will an Employee be scheduled off less than seventeen (17) days per calendar year in service. ATO days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Article 8.27(d) and Article 8.20.

- (c) Standard and authorized variations will be as follows:

- (i) Starting time – Standard 08:00

Authorized Variation 06:00 – 10:30

- (ii) Lunch break – Standard – per current local practice

Authorized Variation – one-half (0.5) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

- (iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday positions as agreed to by the Parties.

- (iv) Application – Standard – to be taken in the pay of ATO period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond fifteen (15) days must be taken off*, however any deferred days may be used for:

- (a) Sick leave supplement,

- (b) Pay-out on termination,

- (c) To cover for leaves of absence pursuant to Article 8.27(d) and Article 8.20 pay-out under exceptional circumstances by Agreement of the Parties, at rates of pay current at the time of pay-out.

* This requirement is not “Subject to Departmental Requirements”.

- (d) Pre-scheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual Agreement. Union to consider sign-up criteria.

- (e) ATO will apply only to full-time regular Employees. Except for newly hired Employees and terminating Employees, a person's ATO allowance will be earned by full-time regular Employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's ATO allowance on the basis of one-ninth (1/9) of that period's ATO allowance for each day worked during that period.

An equivalent percentage payment of ATO will apply to non-full-time regular Employees.

- (f) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of thirty (30) continuous days will not earn their leave for the period they are absent in excess of thirty (30) days.

12.05 Meal breaks for the following works hours will be as follows:

- (a) A seven and a half (7.5) hour work day will include two paid fifteen (15) minute rest breaks.
- (b) A eight (8) – nine (9) hour work day will include one (1) paid thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks.
- (c) A nine (9) – ten and a half (10.5) hour work day will include one (1) paid forty-five (45) minute meal break and one (1) twenty (20) minute rest break.
- (d) An eleven (11) – twelve (12) hour work day will include one (1) paid forty-five (45) minute meal break and two (2) twenty (20) minute rest breaks.

Article 13 - Shift Work and Non-Standard Hours

13.01 Police Sworn Member Transfer Process

The process by which Members may request squad changes will be as follows:

- (a) Members may make a written request to permanently change shifts.
- (b) Requests must be sent to the NCO for review and recommendation to Inspector, Operations (or designate).
- (c) Member requests for a permanent squad change will be considered if the following criteria are met: a) an opening exists on the requested squad; and b) placement of the Member on the requested squad will not disturb the balanced functional makeup of that squad.
- (d) Transfers will be considered in the order they are received. Where more than one transfer request is received on the same day, they will be deemed to be received at the same time. Seniority shall only apply when two (2) or more Members request the same squad change at the same time and the balanced functional makeup of the requested squad will be maintained irrespective of whom receives the squad change.
- (e) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.
- (f) Members transferring to another squad may be required to adjust their scheduled annual vacation if the squad will be below minimums.

13.02 Police Sworn Member Balancing of Squads

The process by which the Employer may rebalance the squads will be as follows:

- (a) When the Employer intends to change the deployment of one (1) or more Members from one squad (i.e. start time, location etc.) to another in order to maintain the balanced functional make-up of the squads, the NCO's will be requested to canvass Members on their squads in order to seek volunteers willing to do so.
- (b) The NCO's shall make a recommendation to the Inspector, Operations (or designate) regarding how such re-deployment should be accomplished. The Inspector, Operations shall finalize the re-deployment.
- (c) Seniority shall apply under (b) when too many Members volunteer, and the balanced functional makeup of the squads will be accomplished irrespective of whom from among this group is re-deployed.
- (d) Reverse order of seniority shall apply under (b) when there are an insufficient number of volunteers to complete the re-deployment, provided always by so doing that the

balanced functional makeup of the squads is maintained.

- (e) Thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a permanent basis (i.e. change to squad). This notwithstanding, the permanent re-deployment may occur sooner with the Agreement of the affected Member(s). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (f) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.
- (g) Except as set out below under (h) below, thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a temporary basis (i.e. change to start time). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (h) The notice periods set out above in (e) and (f) may be waived by mutual Agreement.

13.03 Police Sworn Member Unexpected or Emergent Situations

Forty-eight (48) hours' notice shall be given in the case of temporary squad adjustments for unexpected or emergent situations. Overtime rates will be paid for that portion of said notice period that is not given. Where possible, adjustments will be made using volunteers followed by persons with the least seniority.

13.04 Police Sworn Member returning to Patrol from a non-patrol assignment will return to a squad as follows:

- (a) With appropriate advance notice indicate in writing to HR and Operations management their desired patrol squad assignment.
- (b) HR and Operations will plan to accommodate the Member's desired squad by planning assignment to that squad.
- (c) In the circumstance that there is no vacancy on the particular squad, management will canvass for volunteers to vacate for assignment.
- (d) Where there is no voluntary movement, Management will look to create the vacancy through reverse seniority reassignment. This will only apply if the Member has indicated moving back to the squad they vacated prior to their non-patrol assignment.

13.05 Police Support Staff Shift Work

The following jobs are authorized for non-standard hours of work:

Shift Job List

Quality Review Reader
Crime Analyst

Police Communications Operator
Police Support Clerk
Exhibits & Court Liaison

Positions may also be added to this list by mutual Agreement between the Employer and the Union.

13.06 Where Staff work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift Employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing seventeen (17) days a year ATO in lieu of the thirty-five (35) hour week.
- (ii) ATO days will be scheduled in conjunction with days off to allow shift Employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7.5) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An Employee who does not receive 104 days off (excluding ATO days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to mid shift but may be varied or staggered for different Employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

13.07 Staff Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular Employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual Agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the Agreement, the Union agrees to discuss the issue of re-assigning Employees for cross training purposes.

13.08 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Article 8, the Employer may request an Employee to temporarily change his/her shift or work overtime.

When shift Employees' shifts are changed, thirty-six (36) hours' notice will be provided prior to the commencement of the new shift and the following will apply:

(a) Shift Change

- (i) Shifts commencing outside the thirty-six (36) hours, no penalty.
- (ii) Any shift commenced inside the thirty-six (36) hours' notice (notice to be confirmed in writing) will be paid at overtime rates.

(b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.

- (i) An Employee who works their signed shift as well as a portion of an absent Employee's signed shift will be paid overtime for all hours in excess of seven and a half (7.5) hours.
- (ii) In the seven and a half (7.5) hours worked any that coincide with the Employee's signed shift will be paid at straight time. All hours worked that fall outside the Employee's signed shift will be paid at overtime rates.

Article 14 – Overtime, Call-out, Standby and Telephone Consultation

14.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to Employees available and able to perform the work. First consideration shall be given to Employees within the job category.

- (a) One and one half (1.5) times an Employee's base rate shall be paid for hours worked in excess of their regularly scheduled shift for the first (1st) hour so worked. All hours worked beyond that point will be paid at two hundred percent (200%).
- (b) All work on an Employee's scheduled days off shall be paid at two hundred percent (200%).
- (c) Employees will not be eligible for OT claims until they have worked thirty (30) minutes after the end of a regular shift.
- (d) Employees who work overtime may transfer to an overtime leave bank up to one hundred percent (100%) of the overtime hours they earned to be taken as time off in lieu of wages, provided that no Employee may have in their bank more than a total of ninety-six (96) hours at any one time. Where the bank is reduced, the bank can be refilled up to the ninety-six (96) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the Employee's Supervisor. Any time remaining in an Employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the Employee will be permitted to bring his/her bank to the ninety-six (96) hour maximum.
- (e) An Employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at their current rate. An Employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received.

Overtime will not be paid for hours worked in excess of seven and one-half (7.5) hours in a work day where such excess hours worked are the result of a change in an Employee's signed up shift schedule.

14.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an Employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an Employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An Employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see Article 14.06).

- (d) Where an Employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (0.5) hour unpaid meal period will be allowed.

An Employee will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an Employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be in accordance to the Employers Travel & Expense Claim Policy.

Breakfast: \$15
Lunch: \$20
Dinner: \$30
Incidentals: \$10

The above per diems will be paid to employees on travel for work purposes without receipts. However, employees may alternatively submit receipts for meal expenses above the per diem rates above, and where these are deemed to be reasonable, the employee will be reimbursed.

- (e) Where work is prescheduled for normal days off and Employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed seven and one-half (7.5) hours per day.
- (f) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (g) Where an Employee is required to work unscheduled overtime, the Employer will, on request of the Employee, pay reasonable costs for alternative transportation home under the following conditions:
 - (i) Provided that normal means of transportation is not available.
 - (ii) Where Employees are Parties in car pool arrangements, “normal means of transportation” shall be deemed to include car pools.
 - (iii) For purposes of this clause, “unscheduled overtime” is defined as that overtime occurring where an Employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each Employee shall have at least eight (8) consecutive hours free from work between each shift worked.

14.03 Reporting at Non-Regular Centre

If an Employee is required to report for his/her regular day's work at a centre other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

14.04 Minimum Paid Periods

If an Employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (0.5) hour. Time worked beyond the first one-half (0.5) hour of overtime will be recorded to the next higher quarter (0.25) hour. The applicable clause may be invoked with respect to meal intermissions. If the Employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An Employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

14.05 Standby Duty and Telephone Consultation

(a) Standby Duty

An Employee scheduled on standby will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an Employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No Employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Investigative Phone Calls

An off duty Employee responding to a telephone call, video conference or other electronic communication from the Employer or outside source, such as Crown Counsel, witnesses or informants, of (15) fifteen minutes or more, but one (1) hour or less, related to an investigation that involves the Employee but requires a General Occurrence Report, supplement or other documentation, shall be entitled to compensation of one and one-half hour (1.5) of their regular hourly rate of pay. In the event the telephone call or other electronic communication goes beyond one (1) hour, the off duty Employee shall be compensated at two times their regular hourly rate of pay for the time spent beyond the first hour. Claims for compensation under this provision are subject to approval by the Employee's supervisor.

Phone calls and other electronic communications of an administrative nature shall not trigger this provision unless the call or communication is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Employee's Staff Sergeant.

14.06 Call-out Provisions

(a) Minimum Compensation

An Employee called to work during off-scheduled hours on a normal day off shall be paid overtime rates for a minimum of three (3) hours beginning at the time he/she reports ready for duty. When call-outs run into a normal shift the minimum call-out provision will not apply.

(b) Meals

Where an Employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 14.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive two hundred percent (200%)

payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an Employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

14.07 Cancellation of Overtime

The Employer may cancel overtime without penalty by giving the Member no less than twenty-four hours notice of the cancellation. If the Employer cancels the overtime with less than twenty-four (24) hours of the overtime shift, then the Member may be given the option of either:

1. Reporting to work for a minimum of 4 hours' overtime pay in accordance with 14.01;
or
2. Voluntarily cancelling the overtime shift.

Notification of the cancellation under this Section may be communicated to a Member by email, voice-mail or text message to a member's work telephone.

Article 15 - Court Time Compensation

- 15.01 For the purposes of this Article, "Court" includes any Provincial or Supreme Court or any tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board or labour arbitrations where the Union or an Employee covered by the Union's bargaining certificate are parties to the matter. "Court" does not include a disciplinary proceeding or public hearing under the Police Act where, as a result of the disciplinary proceeding or public hearing, a Member is found guilty of an offence under that Act.

Compensation for attendance at Court by a Member, where that attendance is the result of the Member's duties as a police officer with the Transit Police, will be granted in accordance with the following schedule.

Duty Hours	(A) Morning Session Commences before midday break	(B) Afternoon Session Commences after midday break
On Duty	0	0
Court or Crown interview continues after/ beyond duty hours	Extended Duty Rates Apply	Extended Duty Rates Apply
Pre-court Crown Interview – same day	Pre-court time plus 30 minutes	Pre-court time plus 30 minutes
Shifts ending before midnight*	4	4
Shifts ending after midnight	6	4 (6 if first appearance)
Weekly Leave	8	6 (8 if first appearance)
Annual Vacation**	20	20
Maternity and Parental Leave***	4	4
WorkSafeBC Leave	0	0
Former Members otherwise uncompensated & Members on Leaves of Absence***	4	4

* Compensation for court sessions that start before the midday break and continues after the midday break is compensable from both columns (A) and (B).

**Court attendance on annual vacation will be compensated to a maximum of 20 hours per day. Must obtain authorization of Inspector in advance.

***Compensation will be banked as employees on maternity/parental leave do not receive regular pay.

**** The applicable rate of pay for a Member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such Member at that date of resignation, retirement or commencement of unpaid leave. Any Member who is paid under this Article shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

15.02 De-Notification

A Member will receive a minimum of sixteen (16) hours' notice of cancellation of a Court appearance, failing which the Member will receive the compensation set out in this Article. De-notifications may be communicated to a Member by voice-mail or text message to a Member's work telephone.

15.03 Court Time Compensation and Overtime on a Scheduled Day Off

If a Member accepts an overtime shift on a scheduled day off AND if the employee also attends Court and claims Court compensation under Article 15 on the same day, the employee will be considered to be "On duty" for the purpose of calculating Court compensation under Article 15. This is to avoid the unintended effect of a Member receiving excessive overtime compensation.

Article 16 – Police Sworn Member Mandatory Training & Increment System

16.01 Increment Eligibility & Process

Requirements for increments are as follows:

- (a) All Members shall make available to the Employer four (4) of their scheduled weekly leave days each calendar year for the purposes of training and increment credit, to be compensated as described in this Article. The Employer will determine the type of training and the number of training days required, and the training days will be scheduled by the Employer a minimum of thirty (30) calendar days in advance of the training.
- (b) Scheduled training sessions are mandatory for all Members including those who have opted out of the increment system or have achieved their highest increment level. Training sessions will not exceed eight (8) hours.

For Members who are in the Increment System

- (c) Members who are in the Increment System must attend all training sessions for which they have been scheduled in order to receive and maintain an existing increment level or to be eligible for a higher increment.
- (d) Compensation for the four (4) days of training shall be in the form of banking days in the Increment Bank instead of compensation in the form of pay or time off in lieu of pay. Each training day will be placed in an Increment Bank that will be applied toward receiving an incremental increase should years of service and the required Increment Banks days be met. Hours in the increment bank can only be applied to incremental pay increases as set out in (i), (ii) and (iii) below. The Increment Bank cannot be used for time off or pay
 - (i) Constable 1st Class Increment

The increment table for Constables 1st Class at 10, 15 and 20 years of service in the rank is listed below. Constables must also write and pass an Increment Exam for each increment. The Increment exam will be offered by the Training Department. The pass mark for the exam is sixty-five percent (65%).

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
10	36 Days	105%
15	20 Days	110%
20	20 Days	115%

The Increment exam will be administered by the Training Unit twice a year on the first Wednesday of April and October. The dates of the exam may be changed if the new dates are posted at least six months in advance. The exam may be written once Constables have attained:

- 8 years of service if working toward the 10 year increment
- 13 years of service if working toward the 15 year increment
- 18 years of service if working toward the 20 year increment

Constables are not required to attain the required training days prior to writing the exam. The Increment increase will be effective on the date when all requirements are met. The exam requirement will be considered completed as of the date that the exam was successfully written. Constables who fail the exam will be eligible to re-write the exam but only on the scheduled exam dates set by the Training Department. The Increment increase will not be paid to Members retroactively.

(ii) Sergeant Increment

The increment table for Sergeants at 3 and 6 years of service in the rank is listed below. Sergeants must also complete a Leadership development program (developed in consultation with the Union) to receive the 3 year increment increase:

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
3	12 Days	125%
6	12 Days	130%

The effective date of the Increment increase will be when all requirements are met. The Training Unit will post applicable Leadership Development program offerings annually for members to enroll in. The onus is on the member to seek Leadership Development program opportunities in advance of their increment in consultation with their supervisor and the Training Unit. The Leadership Development program must be completed after promotion into the Sergeant rank. The Increment Increase will not be paid to Members retroactively. Exceptions may be made where there are unreasonable delays in scheduling the Leadership development program.

(iii) Staff Sergeant Increment

The increment table for Staff Sergeants at 1 years of service in the rank is listed below. Staff Sergeants must also complete a Senior Management Leadership program (developed in consultation with the Union) to receive the 1 year increment increase.

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
1	4 Days	140%

The effective date of the Increment increase will be when all requirements are met. The Training Unit will post applicable Senior Leadership Development program offerings annually for members to enroll in. The onus is on the member to seek Senior Leadership Development program opportunities in advance of their increment in consultation with their supervisor and the Training Unit. The

Leadership Development program must be completed after promotion into the Sergeant rank. The Increment Increase will not be paid to Members retroactively. Exceptions may be made where there are unreasonable delays in scheduling the Leadership development program.

Where an Employee acted on a continuous basis for a period of up to one (1) year in the rank of Sergeant or Staff Sergeant immediately prior to becoming confirmed at that rank they will receive credit for the time spent continuously acting in the rank towards the time requirement for increments within that rank upon being confirmed.

For Members who are not in the Increment System

- (e) Members may opt out of the Increment System at any time. Members may also be deemed to have opted out when they achieve their highest Increment at any rank. In either case, Members will then be compensated for training days on a Training Day for Working Day basis for training sessions held on a Member's regular days off. Members will also continue to receive any earned increment, subject to (i) below.
- (f) Members who opt out of the Increment System will be permitted to opt back in only at the beginning of the calendar year with the exception of promoted Members who will be able to opt back in immediately. Members who opt back in to the Increment System will not be permitted to buy back credits.
- (g) Circumstances may arise where additional mandatory training days are required. The Employer will notify and consult with the Union, at the earliest opportunity to schedule the additional training.
- (h) Any additional training deemed by the Employer as mandatory shall be compensated to the Employee on a Training Day for Working Day basis if the course is on the Member's regular days off. The Employer may additionally require Members complete CPKN online courses (on duty), of the Employer's choice, throughout the year. These courses are not compensable nor do they affect the Increment Bank.
- (i) Employees receiving an increment, who do not attend all scheduled training in a calendar year shall be required to make up any missed training in a form and process agreeable to the Union and the Employer. Any arrangements made under this provision shall not set a precedent for future resolutions. Nothing in Paragraph (e) shall be interpreted as limiting the Chief Officer's or the Board's ability to discipline any Employee of the Department. Members are responsible for organizing their training make up sessions; failure to do so may result in the loss of their increment.
- (j) Where a Member finds themselves unable to attend a mandatory training day due to unforeseen circumstances, beyond their control, Management and the Union will discuss options to remedy any negative affect on the Members Increment Bank. Where a Member is permitted to buy back their increment credits, for each 8 hour training day, the Employer will recover twelve (12), ten and a half (10 ½) or ten (10) hours, depending on the Member's scheduled shift.

- (k) The Employer may elect to reschedule Members working a schedule of ten and a half (10.5) hour shifts in order to accommodate the training days scheduled in accordance with (a) above. It is understood that this could result in a Member's weekly leave being adjusted such that a Member works a regular shift on what would otherwise have been weekly leave and attends training on what would have been a regularly scheduled shift.

16.02 NCO Meeting/Training Dates

The Employer shall schedule two (2) NCO meeting dates before the AV sign up occurs in the year preceding the NCO meetings.

NCOs and selected acting NCOs are required to attend each meeting/training date as mandatory training.

Each NCO and Employer-selected Acting NCO shall receive one (1) day off for each day of training attended while off duty.

Article 17 - Indemnification

17.01 The following definitions are applicable throughout Article 17:

“Employer” – means TransLink Security Management Limited (TSML)

“Employee” – means an Employee of TSML and includes Members and Staff

“Union” – Transit Police Professional Association

“Good Faith” – The term “good faith” as referenced in this Article 17 shall, as it concerns Members, have the meaning ascribed to it in *Belleville Police Services Board and Belleville Police Association (Goulah Grievance)*, [2005] O.L.A.A. No. 767 at para. 26, *Vancouver Police Union and Vancouver Police Board*, [2007] B.C.C.A.A. No. 82 at para. 95 and *Toronto Police Services Board v. Toronto Police Association*, [2007] O.J. No. 1948 and other leading case-law. The Parties may consider additional case-law if and when applicable. The term “good faith” as referenced in this Article 17 shall, when applied to Staff, have the meaning ascribed to it under the applicable principles of labour and employment law. An Employee who is denied indemnification on the grounds of not exercising good faith may re-apply for indemnification where evidence emerges that the test of good faith has subsequently been met. This application should be done at the end of a given process or earlier at the discretion of the Chief Officer.

17.02 Necessary and Reasonable Legal Costs

For the purposes of this Article 17 “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees amended from time to time by the Director of Legal Services for the City of Vancouver or such other amount as may be agreed upon by the solicitor and the Chief of the Transit Police, in consultation with the Union, in advance of the legal fees being incurred.

17.03 Union Involvement and Responsibility

When an Employee seeks indemnification from the Employer, the Employer will inform the Union about the request. The Employer will finalize its decision of whether to indemnify an Employee after consultation with the Union.

At the time an Employee seeks indemnification, many of the facts surrounding the Employee’s conduct may be unknown and the Employer may be unable to determine whether the Employee acted in good faith. In such circumstances the Employer may agree to indemnify the Employee on the understanding that, if it is subsequently determined the Employee did not act in good faith, the Union will reimburse the Employer for the monies expended under this Article 17 on the Employee’s behalf. The Employer will not recover from the Union monies expended under this Article 17 between the time the Employer knew or ought to have known that the Employee did not act in good faith and its notification in writing to the Union of same.

In any circumstance, however, where the Union advises the Employer of its position that an Employee should not be indemnified and: a) the Employer indemnifies the Employee regardless; and b) it is subsequently determined that the Employee did not act in good faith, the Employer will not recover from the Union monies expended under this Article 17 on the Employee's behalf.

17.04 Preparation of Statement

When an Employee is required to make a statement about a particular incident to another Party, the Employer will indemnify the Employee for the necessary and reasonable legal costs of a three (3) hour consultation with a lawyer provided:

- (a) the Employee reasonably believes that a charge or allegation will be made against him or her under the *Criminal Code*, the *Police Act* or another provincial statute;
- (b) the requirement to make the statement arises from the Employee's performance, or attempted performance, in good faith, of the Employee's duties; and
- (c) the purpose of the consultation with the lawyer concerns the required statement.

If the matter is sufficiently complex or serious so as to warrant more than a three (3) hour consultation, the Employee may, before consulting the lawyer, seek the Employer's Agreement to indemnify the Employee for the cost of more than three (3) hours' legal services. In such cases the Employer will not unreasonably refuse to indemnify the Employee for the cost of additional necessary and reasonable legal services.

17.05 *Police Act* Proceedings

Where an allegation(s) is/are made against an Employee under the *Police Act*, an Employee will be indemnified for the necessary and reasonable costs of legal representation provided:

- (a) the allegation(s) arise from the Employee's performance, or attempted performance, in good faith, of the Employee's duties as police officer; and
- (b) the Employee is the respondent at a public hearing or review on the record pursuant to Part 11 of the *Police Act*; or
- (c) the Employee successfully appealed the decision of an adjudicator following a public hearing pursuant to Section 154(3) of the *Police Act*; or
- (d) the Employee is the subject of a review under Section 117 of the *Police Act* and is required to make written or oral submissions. Note, however, that if a Section 117 review results in a discipline proceeding pursuant to Section 117(9) of the *Police Act*, the Member will not be indemnified for his or her legal costs associated with that discipline proceeding.

For clarity, Employees will not be indemnified for any other legal costs incurred as a result of proceedings under the *Police Act*, including but not limited to the costs associated with responding to or participating in investigations, attendance at or participation in pre-hearing conferences or discipline proceedings or the unsuccessful appeal of public hearings.

17.06 Civil Actions

An Employee named defendant in a civil action for damages arising from the Employee's performance, or attempted performance, in good faith, of the Employees' duties will be represented by legal counsel appointed by the Employer and the Employer will pay the associated necessary and reasonable legal costs, in addition to any damages awards against the Employee, provided:

- (a) the Employee co-operates fully in the defence of the civil claim; and
- (b) the Employer is given full authority in the conduct of the civil claim, including the authority to settle the civil claim at any time in the manner the Employer deems advisable in the circumstances.

Where legal counsel is of the view that a conflict exists between the Employee's defence of a civil claim and the Employer's defence of a civil claim, the Employee may be represented by a lawyer of his or her choice. In such cases the Employer will indemnify the Employee for his or her necessary and reasonable legal costs.

17.07 Offence(s) under the *Criminal Code*/Provincial Statutes

An Employee who is charged with an offence(s) under the *Criminal Code* or a provincial statute other than the *Police Act* (with the exception of minor traffic offences) will be indemnified for the necessary and reasonable legal costs associated with his or her defence provided the charge(s) arise from the Employee's performance, or attempted performance, in good faith, or his or her employment duties.

17.08 Inquests and Royal Commissions

An Employee who causes the death of another person arising out of the performance, or attempted performance, in good faith, of the Employee's duties shall be indemnified for the necessary and reasonable legal costs associated with the Employee's representation by a lawyer at an inquest held pursuant to provincial law.

Where an Employee desires to have legal representation at a royal commission or proceedings not otherwise referred to in this Article 17 the Employee may, prior to the commencement of the proceedings, request that the Employer indemnify the Employee for all or a portion of the Employee's necessary and reasonable legal costs. It is understood that the Employer may accept, modify or reject the request.

17.09 Exclusions and Limitations

Notwithstanding the other provisions of this Article 17, Employees will not be indemnified for:

- (a) punitive or aggravated damages;
- (b) the legal costs arising from grievances under the collective Agreement;
- (c) acts or omissions which did not occur or arise from the execution of employment duties;
- (d) actions amounting to willful neglect, gross dereliction of duty or deliberate abuse of police power; or
- (e) actions resulting from the willful violation of a lawful order.

17.10 Joint Representation

Notwithstanding the other provisions of this Article 17, where two or more Employees are charged with an offence or made the subject of a civil claim, inquiry, public hearing or review on the record, inquest, or royal commission, arising out of substantially the same circumstances, the Employer may limit its indemnification pursuant to this Article 16 to the reasonable legal costs of one (1) solicitor to represent the interests of both/all of them, including representation at any appeal, unless the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the Employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and the Union.

17.11 Notice

No notice is required from Employees seeking indemnity for three (3) hours' consultation under Article four (4) of this Article 17.

Employees who intend to apply for indemnification under any other provision of this Article 17 shall notify the Chief Officer or designate, in writing, within ten (10) days of receiving formal notification of being:

- (a) made subject of a public hearing or review on the record;
- (b) named defendant in a civil claim;
- (c) charged with a criminal or statutory offence; or
- (d) made subject of an inquiry, inquest or royal commission.

Nothing in this Article 17 shall be interpreted as limiting the Chief Officer's or the Employer's ability to discipline any Employee of the Employer.

Article 18 - Employee Personnel Files

18.01 Personnel Files

- (a) An Employee is entitled to examine her/his own personnel file upon request to the Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the Employee's knowledge.

Article 19 - Layoff and Recall

- 19.01 (a) If a reduction of regular Employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular Employee shall be last hired, first laid off provided the retained Employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for Employees with five (5) years of service or more) will be given to affected Employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular Employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the bargaining unit is made available to an Employee the Employee shall not have any bumping rights under this Article provided that the placement would not require payment of moving expenses.

- 19.02 A regular Employee who is subject to layoff, and not eligible for placement under 19.01(c), may elect to exercise his/her bumping rights, in the bargaining unit where the Employee is currently employed on the following basis:
- (a) An Employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An Employee with less seniority in a job which the Employee subject to layoff held as a regular Employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced Employee has not previously held but which, in the opinion of the Employer, the Employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the Employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the Employee shall be placed on the recall list and will fall under the provisions of Article 19.06. This type of bumping is limited to the Service Area in which the Employee is currently employed.
- (c) Regular Employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other Employees in accordance with this Article.

19.03 Severance Pay

- (a) Any regular Employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 19.02 will be laid off with severance pay as follows:
 - (i) Six (6) consecutive months of service – two (2) weeks' regular earnings;
 - (ii) Three (3) consecutive years of service – three (3) weeks' regular earnings;
 - (iii) Thereafter – one (1) week's pay for each additional year of service.
- (b) An Employee who is eligible to receive severance pay in accordance with (a) above may elect to:
 - (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular Employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

- 19.04 (a) An Employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.
- (b) An Employee affected by reduction in staff who assumes a lower group job under the terms of this Article, and who has less than one (1) years' service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

- 19.05 A regular Employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the Employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

- 19.06 (a) Laid-off Employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the Employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Human Resources.

- (b) New Employees will not be hired until Employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any Employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all Employees on the recall list who are eligible for recall under Article 19.06(b). Such Employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with Employees being rehired in order of their seniority. An Employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An Employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (f) An Employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an Employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

19.07 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

19.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular Employees.
- (b) Regular Employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

(i) Training

- (1) For the operation of new equipment.
- (2) For qualifying for new jobs created by such changes.
- (3) For other vacant positions within the Employer for which the Employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(ii) Placement

The Employer will attempt to place Employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the Employee is capable of filling with training provided in (i)(3) above.

(iii) Bumping

A regular Employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Article 19.02.

(iv) Salary Treatment

Regular Employees affected by this Article who are placed in lower level positions shall receive salary treatment under Article 10.06(c).

- (c) Regular Employees who are unable, or refuse to bump under Article 19.02(a) and (b) shall be laid-off in accordance with the provisions of Article 19.

Article 20 - Discipline and Dismissal

20.01 Just Cause

The Employer shall not dismiss or discipline any Employee, other than a casual Employee, unless just and reasonable cause exists. The test for a casual Employee is whether such Employee is suitable for continued employment. In determining suitability, the Employer is entitled to rely on any factor which could affect the satisfactory performance of the Employee's job or the employment relationship.

20.02 Union Representation

An Employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The Employee shall be advised of this right prior to proceeding with the disciplinary meeting.

If in the course of a normal interview, it is determined that there may be grounds for disciplinary action, the interview shall be adjourned and the Employee may select a steward currently on shift to attend and represent the Employee at any related interview prior to proceeding further.

20.03 Notice

Beyond a verbal warning, the Employer shall provide an Employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

20.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any Employee.

20.05 Signing is Not Agreement

Whenever an Employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

Article 21 - Grievance Procedure

21.01 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Human Resources Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Article 21.03 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Article 21.02 below.

21.02 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the Employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An Employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the Employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the Employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the Employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and the Human Resources Department within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to the Human Resources Department and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach Agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the Employee(s) affected by it.

- (ii) Each Party shall pay fifty percent (50%) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an Employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an Employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:

- (1) Direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his/her wages lost by reason of his/her

dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;

- (2) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

21.03 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an Employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

21.04 Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

21.05 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Article 21.01. By mutual Agreement of the Employer and the Union any other grievance may begin at Stage II.

21.06 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

- (a) The Parties shall determine by mutual Agreement those grievances suitable for expedited arbitration.
- (b) The expedited arbitrators, who shall act as sole arbitrators, shall be David McPhillips, Daniel Johnston, Robert Pেকেles and Kate Young.

- (c) If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 21.02(d) of the Collective Agreement.
- (d) The locations of the hearings shall be agreed to by the Parties.
- (e) As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (g) The hearings will be governed by the following guidelines which can be amended by Agreement between the Parties at any time:
 - (i) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (ii) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (iii) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (iv) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (v) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (vi) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (vii) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (viii) Arguments will be presented only to the points in issue.
- (h) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 103 of the *Labour Relations Code*.
- (i) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
- (j) The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
- (k) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (l) The Parties shall share equally the fees and expenses of the arbitrator.

The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2021.

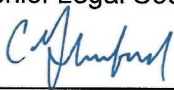
TRANSLINK SECURITY
MANAGEMENT LIMITED
(TSML):



Dave Jones
Chief Officer



Oscar Allueva
Senior Legal Counsel



Clark Glassford
Manager, Human Resources



Barry Kross
Deputy Chief Officer, Administration Services



Mike Cumberworth
Deputy Chief Officer, Operations

TRANSIT POLICE PROFESSIONAL
ASSOCIATION
(TPPA):



Bryce Graham
President



Paul Milne
Vice President



Doreen Manning
Secretary

Letter of Agreement #1

Letter of Understanding between TransLink Security Management Limited(Employer) and Transit Police Professional Association (Union)

This letter shall be the only reference regarding ten (10) hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty-five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods. (Employees will have two paid fifteen (15) minute rest breaks and one unpaid thirty (30) minute meal break)

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As Employees ATO days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the ten (10) hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following

$$\text{formula: } \frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7.5) shall refer to ten (10) hours and eight and one half (8.5) hours shall now refer to eleven (11) hours.
- b. All time worked on an Employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{\text{OFF BANK 1.07143}} = \text{CREDITED HOURS IN TIME-}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect ATO days being integrated into an Employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS}}{\text{PER DAY ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: Ninety-one (91) hours.

- b. Annual entitlement shall be banked for all Employees covered by this letter and shall be scheduled off as mutually agreed by an Employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an Employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.
- d. If through unforeseen circumstances an Employee has not used his/her banked statutory holiday entitlement or any portion of it by

December 31 in the applicable year of entitlement, it shall be paid out.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty-five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional seven (7) hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on seven and a half (7.5) hours per day of entitlement. Medical/Dental appointments are subject to Article 8.19(d) save and except the words “followed by deferred ATO days”.

Sign-Up

All sign-ups shall be conducted in accordance with Article 13.07.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party.

In the event that this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

Signed this 30th day of November, 2021:

For the Union (TPPA)



TPPA Secretary, Doreen Manning
November 30, 2021

For the Employer (TSML)



Chief Officer, Dave Jones
November 30, 2021

Letter of Agreement #2

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Flexible Work Arrangements for Police Support Staff

This Letter is attached to, and remains in effect during, the 2021 collective Agreement.

1. This Letter of Agreement applies to Staff, only.
2. This Letter of Agreement will not apply to requests for alternative work arrangements involving a Compressed Work Week or Remote Work.
3. Staff generally work the hours set out under Article 12.04(a) and at the times set out under Article 12.04 (c) of the collective Agreement.
4. The Employer recognizes that, from time to time, Staff may wish to work different work hours and or begin or end their work shift at different times ("Alternate WorkArrangements").
5. The Employer will give reasonable consideration to proposals for Alternative Work Arrangements that do not negatively impact operations or result in additional costs to the Employer.
6. Staff who wish to make Alternate Work Arrangements may submit to their immediate supervisor, with a copy to the Manager, Human Resources and the Union, a proposal outlining the proposed Alternate Work Arrangements.
7. The Staff's immediate supervisor will review the proposal and provide his/her recommendation to the Manager, Human Resources. After consultation with the Union, the Manager, Human Resources will determine whether the Alternate Work Schedule may be adopted for a trial period of up to six months. After the trial period, the Alternate Work Arrangements will be evaluated to determine whether it should be implemented.
8. Under no circumstances will proposals for Alternate Work Arrangements be implemented or, once implemented, continued where the Employer's operations are negatively impacted or there are unanticipated costs or insufficient coverage.
9. All approved proposals for Alternate Work Arrangements will be in writing with all conditions and requirements set out and signed by the Parties.

Signed this _____ day of _____, 2021:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #3

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Updating of Collective Agreement after Ratification

The Employer and the Union agree as follows:

1. Following ratification, the Employer and the Union will utilize the Labour-Management Committee (the "Committee") for the purpose of reviewing and updating certain provisions of the new collective Agreement.
2. The Employer and the Union may agree to review and update any Articles by mutual agreement.
3. Any changes made by the Committee to the collective Agreement will be made by mutual agreement and in writing.

Signed this _____ day of _____, 2021:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #4

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Part-time Regular Schedules

Schedules for Part-Time Regular Employees will be governed by the following rules:

1. (a) With respect to Preamble, 6(n) an assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of two (2) weeks.

(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual Agreement between the Employee and the Supervisor.

Signed this _____ day of _____, 2021:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #5

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Standby Pay

This Letter is attached to, and remains in effect to address the issue of Standby Pay.

This LOA may only be extended or continued with the consent of both parties. In the event this LOA is cancelled by either party, all the terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

A situation has arisen in the workplace whereby Article 14.05(a) does not adequately address the circumstances but a resolution is required prior to the next round of collective bargaining. The Union and the Employer agrees that article 14.05(a) will be replaced with the following language which will be in force until the next Collective Agreement comes into force.

Standby Duty

Standby duty will be signed up on a voluntary basis whenever possible, by seniority, and with schedules posted at least ninety-six (96) hours in advance. Where an emergent situation occurs, ninety-six (96) hours advanced notice is waived.

(a) Regular Standby Duty

- i. An Employee required to be available to report for duty shall be compensated with one (1) hour of pay for every eight (8) hours or portion thereof of standby status.
- ii. Where a callout occurs within an eight (8) hour standby period, the compensation will be in relation to the call out provisions in the collective agreement.
- iii. Once an employee is provided a definitive time to come in as result of their standby notification, the standby pay in this LOA ceases.
- iv. Standby pay is not paid where a callout results in a minimum eight (8) hours of overtime within the same twenty-four (24) hour standby period.

(b) Travel Status Standby Duty

- i. An Employee required being available to report for duty shall be compensated with one (1) hour of pay for every four (4) hours or portion thereof of standby status when the Employee is also posted at a location where the Employee cannot go home by reason of a duty requirement or distance.
- ii. Being sent on a conference or course does not apply to the standby provisions in this letter.
- iii. Actual travel is considered an eight (8) hour day and if a member is travelling

more than eight (8) hours he/she will only be compensated at a standby rate for time beyond eight (8) hours.

- iv. Actual travel that occurs on a scheduled day off is compensated at overtime for up to eight (8) hours.

Signed this _____ day of _____, 2021.

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #6

Letter of Understanding between TransLink Security Management Limited ("TSML") and Transit Police Professional Association ("TPPA")

Re: Full-Time Temporary (Fixed Term) Constables

Employees in this category would be qualified municipal Constables in BC, hired within one year of leaving their previous agency as a 1st Class Constable and with a minimum of twenty (20) years of policing experience.

Where such Sworn Members are hired through the normal recruiting process, the Employer will have the discretion to employ such Sworn Members as Temporary employees for a term of up to five (5) years. The term may be cancelled in accordance with the collective agreement and may be extended with the agreement of the Union. The Union will be entitled to receive a copy of employment letters upon execution.

Sworn Members hired under this category would be covered by the provisions in the Collective Agreement governing temporary employees but otherwise subject to the same conditions of employment as regular Constables. However, they would not be eligible for promotion, increment or specialty assignment (e.g. on-loan or secondment) unless there were no qualified internal applicants and subject to the approval of the Union.

The Sworn Member will be entitled to benefits provided to Temporary Employees under the Collective Agreement, and if eligible, to a pension.

The purpose of this Letter of Agreement is to assist the Employer to fill unexpected-short term vacancies and periods of attrition with experienced Sworn Members. The Employer will not seek to use this Letter of Agreement to convert existing Sworn Members to this category of Employee.

This Letter of Agreement will remain in effect until the end of the Collective Agreement unless extended by mutual agreement.

Signed this ___ day of _____, 2021.

For the TPPA:

For TSML:

Letter of Agreement #7

Letter of Understanding between TransLink Security Management Limited ("TSML") and Transit Police Professional Association ("TPPA")

Re: Annual Salary Increase Effective Date

1. Prior to 2016, the 12 month period covered by the Parties' Collective Agreement was from April 1 to March 31.
2. In 2016, the 12 month period covered by the Parties' Collective Agreement was changed to the calendar year, January 1 to December 31, to align with the 12 month period covered by other police sector collective agreements.
3. Despite the change in the 12 month period covered by the Collective Agreement, the date when negotiated salary increases for bargaining unit employees take effect has remained constant, on April 1. This is inconsistent with other police sector collective agreements where the effective date of salary increases is January 1.
4. The Parties agree to align the effective date of salary increases of TSML bargaining unit employees with other police agencies. This will be accomplished gradually over six years in accordance with the following schedule:

Collective Agreement Year	Effective Date of Salary Increases
2021	March 15, 2021
2022	March 1, 2022
2023	February 15, 2023
2024	February 1, 2024
2025	January 15, 2025
2026	January 1, 2026

5. The Parties agree that the effective dates set out above will be reflected in the respective Collective Agreements between the Parties. After 2026, the effective date of salary increases in the Parties' Collective Agreement will be January 1st.

Signed this ___ day of _____, 2021:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #8

Letter of Understanding between TransLink Security Management Limited ("TSML")
and Transit Police Professional Association ("TPPA")

Re: Modified Work Week for IT Personnel

This was formerly Letter of Agreement #11 between TransLink and MoveUp, "Modified Work Week for BTS Services provided to TransLink Security Management Ltd. (TSML)"

This LOA references the following positions:

IT Team Leader- TSML
Network Analyst - TSML
Technical Support Analyst- TSML

General:

The Employer and the Union agree to implement a Modified Work Week for BTS Services provided to TSML specifically in regard to the positions outlined above under MoveUP, Local 378, effective December 23, 2016.

1. All provisions of the Collective Agreement between the Employer and the Union will continue to apply, unless specifically changed by this LOA.

2. It is the intent of the parties that entering into this LOA will neither enhance nor reduce any entitlement under the terms of the Collective Agreement, unless expressly addressed in this LOA.

Scheduled Shifts:

3. Shifts will be scheduled to provide coverage Monday to Friday from 0500 to 1800.

Working Hours:

4. The working hours will continue to be thirty-seven and one-half (37.5) hours per week. Employees will continue to receive one hundred and twenty-seven and one-half (127.5) hours per year Reduced Work Week Leave (RWWL)

Work Day:

5. The work day will be nine and one-half (9.5) hours on three (3) days per week, and nine (9) hours on one (1) day per week, exclusive of a lunch period.

Work Week:

6. The work week will be four (4) consecutive days from Monday through Thursday, or Tuesday through Friday. The remaining three (3) days will be scheduled days off.

7. Shift assignments, including start times, will be determined by the Department Manager or their delegate.

8. Subject only to other provisions in this LOA the Employer has the right to change shifts and work schedules of employees to address operational or service needs. Where, in order to comply with such changes, employees are required to change their scheduled day of work such that they end up working nine and one-half (9.5) hours or nine (9) hours over five (5) days in any one calendar week as a result, they will be entitled to another day off in exchange at a mutually agreeable date, but no later than the end of the following pay period. Such matters will be resolved without the employees losing regular straight time pay or the Employer paying overtime rates. This is an exception to the Overtime provision in this LOA.

Statutory Holiday:

9. When a statutory holiday falls on an employee's day off, a day off in lieu will be given at a mutually agreeable date, but no later than the end of the following pay period.

10. Employees will receive statutory holiday pay equivalent of seven and one-half (7.5) hours at straight time for each statutory holiday. Employees will have the option of taking the remaining two (2) hours or one and one-half (1.5) hours (depending on what day of the work week the statutory holiday affects), from their banked time (selecting from banked RWWL first, and then from banked overtime). Negative balances will not be allowed.

Sick Leave Allowance:

11. For the purpose of calculating sick leave under Article 15 of the Collective Agreement, all reference to "days" under that article will be converted to hours, such that one day is equivalent to seven and one-half (7.5) hours.

12. Sick leave will be paid as nine and one-half (9.5) hours or nine (9) hours for each sick day, depending on what day of the work week the sick leave is taken.

Vacation Entitlement:

13. For the purpose of calculating vacation entitlement under Article 13.03 of the Collective Agreement, all references to "days" under that Article will be converted to hours as follows:

In the calendar year of:

1st - 7th Anniversary 112.5 hours

8th – 15th Anniversary 150.0 hours

16th – 22nd Anniversary 187.5 hours 23rd and later Anniversary 225.0 hours

14. Employees will be entitled to seven and one-half (7.5) hours additional vacation for each year of service commencing in the calendar year in which the twenty fifth (25th) anniversary occurs, until a total of two hundred and sixty-two and one-half (262.5) hours of vacation entitlement has been reached.

Overtime:

15. For the purpose of calculating overtime entitlement under Article 12 of the Collective Agreement where an employee is required to work beyond nine and one-half (9.5) hours or nine (9) hours (depending on what day of the work week the overtime is incurred), overtime will be paid at 150% of the hourly rate for the first hour following their regularly scheduled shift and thereafter, all subsequent hours shall be paid at 200% of the hourly rate. All time required to be worked on a scheduled day off shall be paid according to Subsection 12.01(c).

This letter shall remain in force as part of the Collective Agreement except as follows:

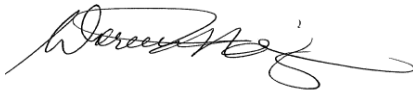
This letter is subject to cancellation by either the Employer or the Union upon written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

Signed this 30th day of November, 2021:

For the Union (TPPA)

For the Employer (TSML)



TPPA Secretary, Doreen Manning
November 30, 2021



Chief Officer, Dave Jones
November 30, 2021

AGREEMENT

Between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)

Effective Date: January 1, 2020
Expiry Date: December 31, 2020

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PREAMBLE

THIS AGREEMENT

made between:

**TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)
(hereinafter called the “Employer”)**

and

**TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)
(hereinafter called the “Union”)**

1. This Agreement shall be in effect commencing January 1, 2020 until December 31st, 2020. If no Agreement is reached by the expiry date, this Agreement shall remain in full force and effect until either:
 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
2. Either Party may at any time give to the other Party “four” months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement and remain in full force and effect, unless otherwise expressly stated in the Letter of Agreement, until either:

 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. If the Employer’s policies and procedures conflict with the terms and conditions of this Agreement, the terms of the Collective Agreement will prevail.
6. Definitions:
 - (a) ATO: Accumulated Time Off as earned in Article 12.

- (b) Authorized Variation: means a range of alternatives specified in the Agreement, within which range a Supervisor and an Employee or group of Employees may agree to vary from the standard.
- (c) Bargaining Unit: shall be deemed to mean Employees employed by the Employer and covered by the certificate referred to in Article 1.01 of this Agreement.
- (d) Blue Circled: an Employee's salary will be maintained above the maximum of the salary range for his/her job and such salary will be increased by all subsequent across-the-board salary increases.
- (e) Casual Employees: casual Employees will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of annual vacation, ATO, statutory holidays, sick leave and welfare benefits.
- (f) Days: means working days.
- (g) Demotion: a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (h) Employee: means an Employee of TSML and includes Police Sworn Members and Police Support Staff.
- (i) Employer: TransLink Security Management Limited (TSML).
- (j) Full-Time Regular: an Employee hired to fill an ongoing position vacated by a regular Employee or hired to fill a position which is of a continuing nature. New Employees will be considered probationary as provided in Article 9. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. By Agreement with the Union, the Employer may hire a temporary Employee to fill a position vacated by a regular Employee.
- (k) Full-Time Temporary: an Employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The Employee will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will participate in Benefit Plans in accordance with Article 6 but not in the Pension Plan. Services of temporary staff Employees may be terminated by giving or receiving twenty-four (24) hours' notice.

An Employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 6 or the Pension Plan. However, should a vacation relief Employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and

entitlements as other full-time temporary Employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off.

- (l) Grievance: means a difference or apprehended difference by an Employee, a group of Employees, the Union, or the Employer, as to matters or things affecting or relating to terms or conditions of employment or work done or to be done, including all disputes between the persons bound by this Agreement respecting its interpretation, application, operation, or any alleged violation, including a question as to whether a matter is arbitrable. See the definition of “dispute” in Section 1 of the *BC Labour Relations Code*.
- (m) Lateral Transfer: a move to a new job which is neither a promotion or demotion as defined herein.
- (n) Part-Time Regular: an Employee hired to fill a part-time ongoing position vacated by a part-time regular Employee or to fill a part-time position which is of a continuing nature. By Agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular Employee. Unless otherwise agreed with the Union, part-time regular Employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular Employee may relieve a full-time Employee on leave of absence, training, sick leave, ATO days or annual vacation without change to full-time regular status. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off. Part-time regular Employees shall progress through salary steps on the basis of accumulated service.
- (o) Party/Parties: refers to the Employer and or the Union.
- (p) Police Sworn Members: referred to as Members.
- (q) Police Support Staff: referred to as Staff.
- (r) Promotion: a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (s) Red-circled: an Employee’s salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.

- (t) Standard: means the condition specified in the Agreement, which will be used as the default, failing mutual Agreement between the Parties.
- (u) Straight time Base Rate: regular hourly rate paid to an Employee, exclusive of overtime, premiums, allowances, shift differentials, etc.
- (v) Temporary Promotion: As set out in Article 10.04.
- (w) Union: Transit Police Professional Association.
- (x) Year: means a calendar year.

Article 1 - Union Security, Recognition & Dues

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for the Employees of the Employer described in the Certification Order issued by the Labour Relations Board dated June 3, 2014.
- 1.02 Employees who are elected officers or representatives of the Union will be entitled to leave for the purpose of investigating and resolving grievances and attending with Employer representatives at grievance meetings. Such Employees must first seek the approval of their Supervisor and inform their Supervisor of the time spent for such purposes. Supervisor approval will not be unreasonably withheld. When requests for such leaves are granted, the Employee will not suffer a loss of pay, benefits or other entitlements.
- 1.03 (a) With the approval of the Employer, elected officers or Union representatives shall be granted leave without loss of seniority or pay, benefits or other entitlements to attend:
- (i) Labour-Management Committee meetings;
 - (ii) other joint committee meetings;
 - (iii) meetings with the Employer's Human Resources Department;
 - (iv) collective bargaining with the Employer;
 - (v) *Police Act* processes as agents; and
 - (vi) British Columbia Police Association meetings
 - (vii) other Union meetings/training as agreed with the Employer.
- All other leave for Union business will be on the elected officer's or Union representative's own time.
- (b) Elected officers or Union representatives must give the Employer as much notice as possible of the application for leave. Leave will not be unreasonably withheld.
- 1.04 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence Employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for Members appointed or elected to positions with BC Police Association or other affiliate Union organization.
- (c) The Employer will cooperate with officers or representatives of the Union in performing their Union responsibilities.
- (d) The Employer will provide a Union bulletin board in a suitable location in each workplace.

- 1.05 (a) Duties normally performed by Employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit Employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit Employees if such contracting out will result in any termination or downgrading of an existing Employee.
- (c) When there is a reasonable opportunity to bring in third Party contract work, or bring in work which is currently being subcontracted, the Parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.
- (i) A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.
- (ii) The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.
- (iii) The committee must unanimously agree to any revisions or waivers of the provisions of the Collective Agreement as to the specific contracting in. These revisions or waivers will only apply for the period of the contracting in, unless extended by the Parties.
- (iv) Such terms and conditions with a copy of any revisions or waivers, shall be detailed in a letter and shall have no precedent value with respect to the Collective Agreement.
- (v) The Employer agrees that all Employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their hire, as a condition of continued employment by the Employer become and remain Members of the Union in good standing and that the Employer shall deduct from each such Employees' pay the amount of any Union dues and assessments and remit same to the Union bi-weekly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (d) The Employer will provide the Union with the following:
- (i) Employee Information: Listing of TPPA Employees, including Employee number, name, job title, job group, job code, hire date, and seniority date will be provided by the Employer to the Union on a semi-annual basis (January and July of each year).
- (ii) Dues Deduction Information: Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly regular assessment dues, calendar year-to-date total of regular dues; as well as a list of Employees in TPPA who did not pay dues and

the reason why dues were not deducted. This list will be provided by the Employer to the Union on a monthly basis.

- (e) The Employer will advise all new Employees of the names of Union representatives following commencement of employment. A Union Representative shall be permitted to meet with each new Employee during normal working hours at the Employee's workplace for up to one (1) hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new Employee.

Article 2 – Labour Relations

2.01 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) Members, three (3) Employer and three (3) Union Members to be appointed by the respective Parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet monthly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the Members of the Committee.

2.02 Neither TSML nor its representatives will require or permit any Employee covered by this Agreement to enter into an Agreement with TSML or its representatives which conflicts with the terms of this Agreement. It is recognized by the Parties, however, that there may be situations where Employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

2.03 TSML and the Union acknowledge the recent amendments to the Employment Standards Act, RSBC C. 113 (“ESA”) and are committed to ensuring that this Agreement meets or exceeds the ESA in all areas where this is required. This includes, for example, the Hours of Work and Overtime requirements. In this regard, the Parties have considered all the provisions in this Agreement which relate directly or indirectly to Sworn Member Hours of Work and Overtime and agree that taken together, these provisions meet or exceed the ESA.

Article 3 – Seniority

- 3.01 For full time Employees, seniority is defined as the length of the Employee's continuous employment from the date of the commencement of employment, and is based on regular hours worked.
- 3.02 For regular part time, temporary and casual Employees, seniority shall be calculated on the basis of regular hours worked.
- 3.03 For purposes of converting the seniority of part time, temporary, or casual Employees who become regular full time Employees from hours to years, regular hours worked will be multiplied by 1.0652.
- 3.04 The Employer shall maintain seniority lists for regular full time, regular part time, temporary and casual Employees. These lists, as of December 31 of a given year, will be posted on the TPPA Bulletin Board by February 1 of the following year. Any objection or challenge to the accuracy of the seniority lists shall be made in writing to the employer within 30 days of the list being posted. If no objection or grievance is filed, the posted list will be deemed valid for the purposes for which seniority is applicable.
- 3.05 For regular full time, regular part time and temporary Employees, the following will be considered as hours worked for the purpose of seniority accrual:
- (a) Any period of sick leave (including LTD) for a period of up to two years;
 - (b) Any period where the Employee is off on a work related illness or injury where such claim has been accepted by WorkSafeBC;
 - (c) Any approved leave under Article 8.
- 3.06 Seniority will be retained but will not accrue:
- (a) After an Employee has been absent from work on sick leave (including LTD) for more than two years;
 - (b) While on layoff for a period up to one year.
- 3.07 Seniority will be lost if the Employee:
- (a) resigns from his or her position;
 - (b) is dismissed for cause;
 - (c) is dismissed for incapacity;
 - (d) is laid off and not recalled to work within one year; and,
 - (e) fails to return to work within fifteen (15) days following notification of recall from layoff, delivered by hand or email to the Employee's last email address and home address of record; abandons his/her position.

Article 4 – Salary Scales

4.01 SALARY INCREASES FOR 2020

Effective April 1, 2020, TSML will increase the pay rates and amend the pay scales to reflect a general wage increase to TSML employees as follows:

- (a) Sworn Members will receive the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2020.
- (b) Police Support Staff will receive the equivalent wage increase as the TransLink/MoveUp Collective Agreement for the 2020 Collective Agreement year (beginning April 1, 2020).
- (c) Where the above pay increases are paid retroactively, they will include any overtime and banked payouts.

4.02 TPPA SALARY SCALES

Employees shall be paid based on the following pay scale:

Police Sworn Member Pay Scales

TSML TPPA SWORN SALARY SCALES as of April 1, 2019

TSML SWORN (based on a 40 hour work week)

Pre-Recruit Constable	6,165	35.4456
Recruit Constable	6,165	35.4456
Designated Constable 4th Class	6,850	39.3840
Designated Constable 3rd Class	7,278	41.8448
Designated Constable 2nd Class	7,707	44.3113
Designated Constable 1st Class	8,563	49.2328
Designated Constable Level I	8,991	51.6936
Designated Constable Level II	9,418	54.1487
Designated Constable Level III	9,847	56.6152
Sergeant Step 1	10,276	59.0817
Sergeant Step 2	10,704	61.5425
Sergeant Step 3	11,132	64.0033
Staff Sergeant Step 1	11,560	66.4641
Staff Sergeant Step 2	11,987	68.9191

TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1, 2019

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,766	16.9633	2,893	17.7421	2,985	18.3064	3,076	18.8644	3,198	19.6126	3,325	20.3915
2	3,019	18.5149	3,161	19.3857	3,259	19.9867	3,357	20.5878	3,494	21.4279	3,629	22.2559
3	3,294	20.2014	3,441	21.1029	3,556	21.8082	3,669	22.5012	3,814	23.3904	3,958	24.2736
4	3,600	22.0780	3,765	23.0899	3,877	23.7768	4,005	24.5618	4,160	25.5124	4,321	26.4998
5	3,923	24.0589	4,104	25.1689	4,237	25.9846	4,364	26.7635	4,534	27.8060	4,722	28.9590
6	4,291	26.3158	4,478	27.4626	4,626	28.3703	4,766	29.2288	4,957	30.4002	5,150	31.5838
7	4,681	28.7076	4,889	29.9832	5,045	30.9399	5,205	31.9211	5,408	33.1661	5,620	34.4662
8	5,112	31.3508	5,336	32.7245	5,506	33.7671	5,672	34.7851	5,905	36.2141	6,138	37.6430
9	5,572	34.1719	5,822	35.7051	6,009	36.8519	6,201	38.0294	6,442	39.5074	6,699	41.0835
10	6,088	37.3364	6,358	38.9922	6,562	40.2433	6,762	41.4699	7,029	43.1073	7,308	44.8184
11	6,640	40.7217	6,941	42.5676	7,165	43.9414	7,385	45.2906	7,681	47.1059	7,984	48.9641
12	7,252	44.4749	7,581	46.4926	7,824	47.9829	8,059	49.4241	8,380	51.3927	8,710	53.4165

Non Office

Building Service Worker	3,600	22.0780	3,765	23.0899	3,877	23.7768	4,005	24.5618	4,160	25.5124	4,321	26.4998
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TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1, 2020

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,849	17.4723	2,980	18.2757	3,075	18.8583	3,168	19.4287	3,294	20.2014	3,425	21.0048
2	3,110	19.0730	3,256	19.9683	3,357	20.5878	3,458	21.2072	3,599	22.0719	3,738	22.9243
3	3,393	20.8085	3,544	21.7346	3,663	22.4644	3,779	23.1758	3,928	24.0896	4,077	25.0034
4	3,708	22.7404	3,878	23.7829	3,993	24.4882	4,125	25.2977	4,285	26.2790	4,451	27.2970
5	4,041	24.7826	4,227	25.9233	4,364	26.7635	4,495	27.5669	4,670	28.6401	4,864	29.8299
6	4,420	27.1069	4,612	28.2844	4,765	29.2227	4,909	30.1058	5,106	31.3140	5,305	32.5344
7	4,821	29.5661	5,036	30.8847	5,196	31.8659	5,361	32.8779	5,570	34.1596	5,789	35.5027
8	5,265	32.2891	5,496	33.7058	5,671	34.7790	5,842	35.8277	6,082	37.2996	6,322	38.7715
9	5,739	35.1960	5,997	36.7783	6,189	37.9558	6,387	39.1701	6,635	40.6910	6,900	42.3162
10	6,271	38.4587	6,549	40.1636	6,759	41.4515	6,965	42.7148	7,240	44.4014	7,527	46.1615
11	6,839	41.9421	7,149	43.8433	7,380	45.2599	7,607	46.6521	7,911	48.5164	8,224	50.4360
12	7,470	45.8119	7,808	47.8848	8,059	49.4241	8,301	50.9082	8,631	52.9321	8,971	55.0172

Non Office

Building Service Worker	3,708	22.7404	3,878	23.7829	3,993	24.4882	4,125	25.2977	4,285	26.2790	4,451	27.2970
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Job Group Listing

Non Office Staff

Building Service Worker

Job Group 2

Office Clerk

Job Group 5

Police Support Clerk
Student Communications Assistant*
Facilities Coordinator
Purchasing and Inventory Coordinator

Job Group 6

Finance Clerk
Recruiting & Training Assistant
Crime Analysis Assistant

Job Group 7

Fleet Maintenance Specialist
Court Clerk
Communications Operator Trainee
Disclosure Coordinator
Senior Finance Clerk

Job Group 8

Police Communication Operator
CPIC Coordinator
Exhibits & Court Liaison
Quality Review Reader
Training Coordinator

Job Group 9

Team Leader Police Communications
Accounting Analyst
PRIME Administrator

Job Group 10

Crime Analyst
Forensic Video Analyst

Job Group 11

Recruiting Coordinator

4.03 (a) Sworn Member Pay Increases During Leaves

Sworn Members who are on leave and would be eligible for pay increases during the leave will be governed by Articles 4.04(c) and (d).

4.04 Police Support Staff Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic based on length of service except that such increases may be withheld for inadequate performance providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the Employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to Employees on probation. When in the opinion of the Employer, the Employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an Employee while he/she is on sick leave. After returning to work the Employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to Employees who qualify for an increase during all other leaves of absence without pay in excess of three months, except for maternity, paternity, and parental leave. Upon return to work an Employee will become eligible for the increase after qualifying in accordance with Article 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an Employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular Employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New Employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular Employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 10, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An Employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity, paternity, and parental leave.

An Employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

Staff whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the Employee's salary falls. No Employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

Staff who are promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No Employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) Staff who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) Staff whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 10.06 (a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

Article 5 – Premiums & Allowances

5.01 Shift Premiums

(a) Police Sworn Member Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Members shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

(b) Police Support Staff Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

5.02 First Aid Premium

In order to provide Employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which include the requirements of WorkSafeBC.

The Employer will encourage designated Employees to qualify for the First Aid Certificate and, in respect of those Employees, pay their required training and provide a pay allowance on hours worked only for holding valid Certificates as per (a) below.

(a) Designated Employees (Acting as Occupational First Aid Attendants, or their Back up, under WorkSafeBC Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

5.03 Training Premiums

(a) In training situations, where an Employee who does not have the responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

(b) Field Training Premium: Any Member who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in Article

5.03(a) plus an additional two and a half percent (2.5%) premium for all hours worked while conducting the training.

- (c) Firearms Trainer: The Member responsible for the overall supervision and conduct at the range during firearms range training activities is the designated range supervisor and shall be paid the rate of a supervisor.

5.04 Dog Handler Expenses/Allowance

- (a) All reasonable expenses, including feed expenses, incurred by the Dog Handler, will be reimbursed upon presentation of receipts by the Dog Handler.
- (b) A Member who is required to perform the duties of Dog Handler shall receive a specialist pay equivalent to five percent (5%) of the First Class Constable's rate of pay.
- (c) A Member designated by the Employer as the Senior Dog Handler will receive an additional two percent (2%) in excess of (b) above.

5.05 Clothing Allowances

Police Sworn Member Uniform Issue and Cleaning

- (a) All Members engaged in uniform duties shall have their uniforms provided without charge and the Employer agrees that it shall clean, launder, repair and provide all similar services necessary with respect to the upkeep of said uniforms without charge to the Members. Members who are required to wear business attire on occasion in the performance of their duties are eligible for cleaning services.
- (b) Cleaning service delivery (pick up and drop off) will be provided by the Employer at the member's reporting location.
- (c) Temporary Plain Clothes Duties: All Members assigned to duties where plain clothes are required on a temporary basis shall be compensated at a rate of \$ 5.00/day.
- (d) Permanent Plain Clothes Duties: All Members engaged in permanent plain clothes duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing to a maximum of \$ 1,500 per year. This reimbursement will be paid semi-annually.
- (e) All Members covered by this Article who are on sick leave, WorkSafeBC benefits or long term disability for more than for two (2) consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for a period of that absence.

5.06 Protective Clothing

Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

- (a) Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$125.00 for one (1) pair per year or \$250.00 per two (2) year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

- (b) It is understood that where safety shoes are not required and an Employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of Employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- (i) Footwear should be made of leather or other equally firm material.
- (ii) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (iii) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 6 – Benefit Plans

6.01 Medical Services Plan

The Employer will pay one hundred percent (100%) of the required premiums for Medical Services Plan coverage for Eligible Employees.

6.02 Extended Health Care Plan

Eligible Employees and their dependents are entitled to extended health care coverage through the Employer's Extended Health Care Plan on the terms and conditions of that plan. The plan contains a lifetime maximum of \$1,000,000 per person for Out of Country Travel. Eligible expenses include but are not limited to:

- Vision Care: \$400 per person per twenty-four (24) month period towards eyeglasses, contact lenses or laser eye surgery and \$100 per person per twenty-four (24) month period towards the cost of eye examinations. Employees will not be required to copay any amount for this benefit.
- Hearing Care: \$1000 per person per five (5) year period per hearing aid. Additional coverage towards the cost of batteries and other hearing aid accessories and the maintenance of hearing aids. Employees will not be required to copay any amount for this benefit.
- Prescription Drug Coverage: Coverage of drugs as per the terms and conditions of the plan. Effective the date of ratification, prescription drug coverage includes oral contraceptives.
- Registered paramedical therapy services up to the following maximum amounts per person per calendar year:
 - a) Acupuncture \$200
 - b) Chiropractor \$750
 - c) Massage \$750
 - d) Naturopath \$250
 - e) Physiotherapist \$750
 - f) Podiatrist \$200
 - g) Speech Language Pathologist \$100
- Psychological and Registered Clinical Counsellor Services: \$3,000 per person per calendar year for psychological services.

Employees should contact the insurance provider and TransLink's benefits department for further information about their eligibility for coverage and eligible expenses under the plan.

6.03 Extended Dental Plan

Regular Employees and their dependents are entitled to extended dental coverage under through the Employer's Extended Dental Plan on the terms and conditions of that plan. The

plan will provide Eligible Employees with coverage equivalent to: Plan A (95% co-insurance); Plan B (70% co-insurance) and Plan C (60% co-insurance with a maximum of \$5,000 of lifetime dental benefits per person covered.

6.04 Group Life Insurance

Eligible Employees may receive life insurance coverage under plans held by the Employer or the Union, as the case may be, on the terms and conditions of those plans:

- Basic Group Life Insurance
- Optional Life Insurance (Employee and Spouse)
- Voluntary Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Dependent Group Life Insurance

Information about your entitlement to coverage under the above plans, and the extent of that coverage, is available through TransLink's benefits department or the Union.

- 6.05 (a) The premium costs and dividends, where applicable, for the above plans outlined in Articles 6.01, 6.02 and 6.03 above shall be paid for one hundred percent (100%) by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

6.06 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for Employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

6.07 Transit Passes

All Employees, except casual Employees, are entitled to a yearly transit pass. In addition, up to two (2) free passes will be issued to the Employee's spouse and child. Transit Passes are taxable to the employee.

Casual Employees shall be reimbursed for local journeys on the Employer's urban transit system between the Employee's home and the Employee's work location, or provided with a transit pass at the Employer's discretion.

Retired Employees with two (2) or more years of service and their spouse may at their discretion, receive a Compass Card for areas where TransLink operates an urban transit system.

An Employee shall surrender his/her pass upon termination of employment.

All Employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

6.08 Tuition Costs at the Justice Institute of British Columbia

Recruits attending mandatory training at the Justice Institute of British Columbia will pay the associated tuition costs up to a maximum of fifty percent (50%).

6.09 Police Sworn Member Parking

The Employer shall ensure that Members have a secure parking area at all future locations.

Article 7 Sick Leave, Short & Long Term Disability

7.01 Current Sick Leave Allowances

All Employees (except casual Employees) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by WorkSafeBC payments. The Employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (b) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the Employee will have a paid sick leave allowance of twenty-two (22) days set up which will be effective retroactive to the Employee's entered service date.
- (c) Thereafter at the commencement of each year twelve (12) additional days will be set up for each year of service to a maximum of one hundred (100) days.
- (d) Sick leave entitlement is converted to hours based on eight (8) hours per day of entitlement for Sworn Members, seven and a half (7.5) hours per day of entitlement for Staff and seven (7) hours for Operators. Medical/Dental appointments are subject to Article 8.27(d).
- (e) An Employee may use their Sick Leave Days or Attendance Bonus Days to cover their regular salary for the first (90) days of Sick Leave.
- (f) An Employee may use their Sick Leave Days or Attendance Bonus Days to top-up their Short-Term or Long-Term Disability payments to one hundred percent (100%) of their regular rate of pay.
- (g) If Sick Leave Days and Attendance Bonus days are depleted, Employees can request to use banked time to top-up Short-Term or Long-Term Disability payments to one hundred percent (100%) of their regular rate of pay. However, this may not be used to cover the first ninety (90) days of Sick Leave.
- (h) If the Employee returns to work from Short-Term or Long-Term Disability, the Employer will replenish any Sick Leave and Attendance Bonus Days used by the employee for top-up of Short-Term or Long-Term Disability once the employee fully returns to his or her regular duties. Any other banked time used for top-up payments under (f) will not be replenished when the Employee returns to work.

Attendance Bonus Days

- (i) Employees shall earn three (3) Attendance Bonus Days for each quarter in a calendar year during which the Employee has not claimed a paid Sick Leave/Attendance Bonus day. Employees can also earn an additional three (3) Attendance Bonus Days for each calendar year during which the Employee does not claim any paid Sick Leave/Attendance Bonus Day. However, approved WorkSafe claims shall not be

considered as “paid Sick Leave” when determining whether an employee is eligible for Attendance Bonus Days. Attendance Bonus Days can be banked to a maximum of seventy-five (75) working days. Use of Attendance Bonus Days is governed by 7.01.

7.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the Employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the Employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1st of that year as determined by his/her length of service.

7.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

7.04 Past Service Credits

All Employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All Employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for Employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

7.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an Employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An Employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the Employee's physician prior to return to work, the Employer may require such an examination.
- (c) An Employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the Parties in order to establish that the Employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this Article.

The Employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the Employee is medically fit to perform his or her normal duties, prior the Employee returning to work.

The Employer shall give reasonable notice to any Employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an Employee's absenteeism is excessive, it may require the Employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the Employee before it invokes this right and will discuss the matter with the Union at its request.

7.06 Sick Leave Recovery

An Employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an Employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third Party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the Employee with the number of sick days equivalent thereto.

7.07 Short-Term Disability Plan

The Employer will assume the cost of a short-term disability (STD) plan which will be provided and administered by the Transit Employees' Health and Benefit Trust ("Trust") and subject to the Trust rules and procedures, including an appeal process which is final and not subject to the grievance procedure in this Agreement. This is in accordance with the Letter of Understanding signed by the parties on September 13, 2019. The terms of the plan will be determined by the Employer, however, eligible Employees will receive sixty-five percent (65%) of their weekly earnings up to a maximum of \$1500 per week. The Short-Term disability plan will cover from day 91 to day 180 of sick leave. Benefits received under the STD plan are taxable to the Employee.

7.08 Long-Term Disability Plan

Except for casual Employees, all Employees with three (3) or more months' service must enroll in the Union's long-term disability plan. The terms of the plan are determined by the Union. The administration of the plan is the Union's responsibility. Employees will pay one hundred percent (100%) of the premium costs associated with the plan.

The Employer will withhold the premium costs from Employees' pay and remit same to the Union.

7.09 Supplement to Long-Term Disability Benefits

Until an Employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of thirty percent (30%) of normal straight-time earnings during the period in which the Employee is receiving Short-Term or Long-Term disability benefits. Once an Employee's sick leave is exhausted, the Employee may top-up their Short-Term or Long-Term disability benefits through their other available banks.

The Employer will continue to pay one hundred percent (100%) of an Employee's benefit plan premium while receiving Short-Term or Long-Term disability benefits.

7.10 WorkSafeBC Supplement

Employees receiving benefits from WorkSafeBC will have WorkSafeBC payments supplemented by the Employer, so that the Employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7.5) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the Employee receives compensation from WorkSafeBC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

7.11 WorkSafeBC Advance

Employees receiving benefits from WorkSafeBC will be paid an advance equal to their base hours (i.e. seven and one-half (7.5) hours in the case of most Employees in the bargaining unit) times their hourly wage times seventy-five percent (75%) for each full day the Employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

An Employee whose WorkSafeBC claim is denied, even if the claim is being appealed, will cease receiving advances.

The Employee whose claim is denied must apply for benefits under the Sick Leave and/or the LTD provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the Employee's pay in not more than ten (10) consecutive pay periods and at no less than one hundred dollars (\$100) per payment (or ten percent (10%) of the Employee's wages, whichever is less). If the outstanding balance to be repaid is less than one hundred dollars (\$100), the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the Employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding WorkSafeBC advance will be recovered from the Employee's final pay.

7.12 Recovery of Benefit Plan Costs

An Employee on leave of absence without pay, for reasons other than sick leave or maternity/parental/paternity leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of benefit plans as outlined in Articles above in respect of that month.

Employees who are on leave of absence in accordance with Article 1.04 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the Employee.

7.13 Payouts In Lieu of Unpaid Sick Leave

- (a) Employees on unpaid sick leave may request a payout from banked time in lieu of the unpaid sick leave hours.
- (b) Current year accruals are not available for payout.
- (c) If an Employee has no banked vacation, positive ATO and earned current year Stat holidays may be requested to be paid out.
- (d) All requests for pay out under this article must be made in writing.

Article 8 - Vacations, Statutory Holidays & Leaves of Absence

8.01 Vacation

Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

8.02 Year-of-Hire Vacation Entitlement

Employees hired between January 1st and May 31st inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

8.03 Annual Vacation Entitlements

An Employee shall earn his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may take his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of six percent (6%) of gross earnings less any pay actually received for vacation taken.

- (b) Vacation Entitlements

In the calendar year of:

Police Sworn Member

*1 st – 7 th anniversary	-	120 hours
8 th – 15 th anniversary	-	160 Hours
16 th – 22 nd anniversary	-	200 Hours
23 rd and later anniversary	-	240 Hours

It is understood this increase in vacation entitlement will not result in additional costs to TSML. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to TSML.

Police Support Member

*1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An Employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) vacation days (Staff) or 280 hours (Members) has been reached.

8.04 Police Sworn Member Annual Vacation Sign-up

- a) Members who have a minimum of 6 months of employment shall sign-up for annual vacation, in seniority order by their squad (i.e. the Employer shall establish the vacation blocks that it is prepared to make available for each shift and Members shall select their vacation time off within their shift on that basis). For clarity, "squad" means a group of Members who report to the same location under the same Sergeant.
- b) Early vacation sign up for Q1 (January – March) of the following year will take place in June of the current year. Sworn Members who want to book early vacation will:
 - a. use Justin to block the time off;
 - b. use their first vacation selection during the Vacation Sign Up to take the blocked time off; and
 - c. not be guaranteed that they will get the blocked time off as it may not be available at vacation Sign Up in November
- c) The vacation sign-up for the balance of next year's vacation year shall take place no earlier than November of the current year.
- d) Staff Sergeants, Sergeants and Acting Sergeants will sign for their vacation by shift ensuring that at least one Substantive Sergeant or Staff Sergeant is on duty at all times.

8.05 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
 - (1) an Employee's rate of pay at the time the vacation is taken; or,
 - (2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings, excluding vacation differential. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.
- (ii) Deferred and Banked vacation will be paid at the Employee's rate of pay at the time the vacation is taken and will not attract any vacation differential over and above that already paid in the year that the vacation was earned.

8.06 Past Service Credits

All Employees entering the Employer's service on November 06, 1985 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All Employees entering service with the Employer after November 06, 1985 will receive credit for all past service with the Employer (including BCT, MTOC service for Employees transferred on November 06, 1985) and/or for all past service with their predecessor companies in positions which were dedicated to the transit

functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

8.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.
- (e) Banked vacation will be paid out upon written request by the Employee
- (f) Notwithstanding the above, Employees on secondment will not be permitted to bank vacation and will be paid out all vacation earned except where authorized by the Employer and based on the ability to recover the cost.

8.08 Statutory Holidays During Vacations and Leaves of Absence

An Employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

8.09 Relieving on Higher-Grouped Job

If an Employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an Employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

If an Employee is in a temporarily promoted (acting) position in a higher grouped job (does not apply to WSE assignments) at the time that he/she goes on STD or LTD, their salary will revert and be paid at their previous substantive rate of pay.

8.010 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, STD, LTD or an Employee receiving benefits from WorkSafeBC.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an Employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an Employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one-twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, WorkSafeBC, maternity/paternity/parental leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

8.10 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an Employee is absent from work on sick leave or WorkSafeBC immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that Employee at the time he/she originally scheduled his/her vacation.

In order to qualify for such rescheduling the Employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two (2) day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an Employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the Employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or WorkSafeBC Benefits.

In order to request rescheduling of vacation under this provision, the Employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the Employee would have been physically unable to perform his/her assigned duties.

- (b) Any Employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the Employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the Employee is required to be in attendance, during his/her vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer; and
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual Agreement of the Employee and his/her Supervisor.

8.11 Statutory Holidays

For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

- 8.12 In recognition that statutory holidays may be scheduled work days for shift workers, Employees will be scheduled off for up to twelve (12) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period time. The Employer may, at its discretion, permit the banking of such statutory holidays which will be taken off at a time that is mutually agreed upon by the Employee and Supervisor. Any statutory holiday time that is not taken by

December 31 of each year will be paid out not later than the second full pay period following the applicable year of entitlement.

- 8.13 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with Article 8.11, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by Employees either individually or in groups at the Employer's discretion.
- 8.14 An Employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7.5) hours for each statutory holiday (or any day in lieu thereof granted under Article 8.13 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on ATO or on approved leave of absence not exceeding ten (10) working days. Employees on STD/LTD but who are working full-time on a modified or light duties capacity will be considered "at work" under this provision and, subject to any other restriction in this Article, will receive statutory holiday pay.
- 8.15 In addition to the provisions of Article 8.14 all time worked on statutory holidays shall be paid at double time rates, except as provided in Article 8.16.
- 8.16 Shift workers as listed in Article 13.08 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1.5) for those days. Shift workers will be paid at two hundred percent (200%) for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.
- 8.17 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive two hundred percent (200%) and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 8.18 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 8.13 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 8.13 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an Employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.
- 8.19 Bereavement Leave
- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an Employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.

- (b) If an Employee is on annual vacation or banked statutory holidays at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

8.20 Special Leave

Any Employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an ATO day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an Employee has banked time available, such leave will be deducted from the bank of the Employee's choice.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

8.21 Court Leave

When a regular Employee, other than Employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the Employee's private affairs, Leave of Absence without pay may be granted.

8.22 Educational Leave

An Employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an Employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

8.23 Maternity Leave (must be read in conjunction with Articles 8.24 and 8.25)

- (a.1) A pregnant Employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (i) beginning
 - (1) no earlier than thirteen (13) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
 - (ii) ending
 - (1) no later than seventeen (17) weeks after the leave begins.

- (a.2) An employee who requests leave under this section after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- (b) Note that the “unpaid leave” contemplated by this Article may be supplemented by Employer paid top-up benefits as per article 8.24, below.
- (c) An Employee who requests leave after the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (d) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a.1), (a.2) or (c).
- (e) A request for leave must:
 - i. be given in writing to the Employer by submitting a medical certificate in the required form completed by her physician and sent to the Occupational Health Specialist as soon as the condition is known, and
 - ii. be given to the Employer at least three (4) weeks before the day the Employee proposes to begin leave.
- (f) An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the Employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Specialist, commence her leave of absence immediately.
- (g) Should the Employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the Employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the Employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.
- (h) Where an Employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

In cases of special circumstances an Employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a certificate of a medical practitioner stating that the Employee is able to resume work.

- (j) On return from maternity leave, the Employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's pregnancy or maternity leave unless the Employee is absent for a period exceeding the permitted leave.
- (l) When an Employee on maternity leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an Employee fails to return to work after giving notice, the Employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another Employee from within the department; or
 - (ii) changing the status of the temporary Employee who relieved the Employee on maternity leave.
- (m) An Employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the Employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per Section 8.23(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the Employee ceases work. Seniority will be calculated as at the date she ceases work. The Employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

8.24 Maternity Leave Supplemental Unemployment Benefit (SUB) Plan

The objective of the SUB Plan is to supplement the Employment Insurance (EI) benefits received by regular Employees with a minimum of one (1) year of service, who are on approved maternity leave pursuant to Article 8.23(a) of the Collective Agreement and who have given birth.

- (a) The SUB Plan will come into effect thirty (30) days after authorization for the SUB Plan is received from Employment and Social Development Canada (ESDC). It will remain in effect until the expiration date of this Collective Agreement.

- (b) Eligible Employees will be paid a maximum of sixteen (16) weeks of top-up benefits under the SUB Plan.
- (c) The top-up shall be to one hundred percent (100%) of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
- (d) The first stage of top-up (currently the one week EI waiting period) is subject to proof that the Employee has filed a claim for EI benefits and is serving the EI waiting period.
- (e) The second stage of the top-up (following the one week EI waiting period) is subject to the Employee submitting proof of receipt of EI benefits during the applicable period.
- (f) Regular earnings for purposes of this Article are defined as the Employee's base rate earnings for her regular job (not necessarily the job she is in when commencing maternity leave) and do not include any premium payments.
- (g) The Employer's contributions pursuant to the foregoing shall not reduce the Employee's paid sick leave allowances or any other of the Employee's time off entitlements.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI and therefore should expect to receive some or all of the Employer top-up retroactively.
- (i) The Maternity Leave SUB Plan will not reimburse Employees for EI "clawbacks".
- (j) Employees do not have a right to SUB Plan benefits except for supplementation of maternity leave benefits under the Employment Insurance Act.
- (k) The Employer will inform Employment and Social Development Canada (ESDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

8.25 Parental Leave

- (a) An Employee who requests parental leave is entitled to:
 - (i) for a parent who takes leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave taken immediately after the maternity leave unless the Employer and Employee agree otherwise;
 - (ii) for a birth mother parent, other than an adopting parent, who does not take leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) seventy-eight (78) weeks after the event birth,
 - (iii) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.

- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is for leave under subsection (a), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the maternity leave provisions and the parental leave provisions of this collective Agreement is limited to seventy-eight (78) weeks plus any additional leave the Employee is entitled to under Articles 8.24 and 8.25.

The Employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

8.26 Paternity Leave

An Employee shall be granted a leave of absence and shall be compensated at his/her regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his/her regular working day.

8.27 Leave of Absences

- (a) Subject to operational requirements, Employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an Employee has more than three (3) years' service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five (5) years.

- (b) Except by Agreement between the Employer and the Union, Employees who have banked time will be required to use all of their banked time before they are eligible to take a leave under this clause.
- (c) Subject to operational requirements, up to two (2) weeks leave of absence without pay per year will be granted to regular Employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling.
- (d) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an Employee to schedule such appointments in the above mentioned manner, the Employee will have such leave deducted from any banked time that is available to that Employee. Where an Employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the Employee to reschedule a medical or dental appointment that conflicts with operational requirements.

8.28 Public Office Leave

Leave of absence without pay will be granted to Employees who:

- a) Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- b) Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual Agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

Article 9 – Probation

9.01 Police Support Staff

All Staff hired are considered probationary until successful completion of 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year (the “Probationary Period”), whichever comes first.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union.

The Employer will endeavor to advise the probationary Employee of any performance deficiencies throughout the Probationary Period. A week before the expiry of the Probationary Period, the Supervisor will conduct a performance rating of the Employee and either confirm the appointment or terminate the Employee. Notwithstanding the previous sentence a Supervisor may terminate the Employee any time during the Probationary Period where the Supervisor determines that such Employee is unsatisfactory. Any such terminations are subject to the grievance procedure.

Where the Employee is on an extended Leave of Absence (Maternity, Parental Leave, Short Term or Long Term Disability) which begins before the conclusion of the Probationary Period the Probationary Period will be suspended and will re-commence upon the Employee’s return to work.

9.02 Police Sworn Members

All Members will serve an eighteen (18) month probationary period (the “Probationary Period”). During the Probationary Period, Members will be referred to as Probationary Members. The Probationary Period for recruits commences on the first day of Block I training at the JIBC.

Probationary Members that must complete basic training will do so during the Probationary Period.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union. Where such extension is required, the Employer will give the Union and the Probationary Member written notice of the reasons for same.

The purpose of the Probationary Period is to determine the suitability of the Probationary Member for continued employment. During the Probationary Period, the Probationary Member’s supervisor will evaluate his or her performance and provide the Probationary Member with feedback on performance issues.

The employment of a Probationary Members may be terminated during the Probationary Period if it can be satisfactorily shown that the Probationary Member is unsuitable for continued employment. Suitability shall be determined on the basis of factors such as:

- (a) Conduct;
- (b) Quality of work;

- (c) Ability to work harmoniously with others; and
- (d) Ability to meet the operational and administrative standards set by the Employer.

Any terminations of Probationary Members during the Probationary Period are subject to the grievance procedure.

If a Probationary Member successfully completes the Probationary Period and continues in his or her employment as a Member with the Employer, the member's length of service for all purposes will be his or her date of hire as a Probationary Member.

Where the Probationary Member is on an extended Leave of Absence (Maternity, Parental Leave, Short Term or Long Term Disability) which begins before the conclusion of the Probationary Period the Probationary Period will be suspended and will re-commence upon the Employee's return to work.

Article 10 – Employment, Transfer & Termination

10.01 Police Support Staff - Hiring Rates

New Staff will be hired at the minimum rate for the job, except that the Employer may hire up to the top of the salary range, at its option, to recognize related experience.

10.02 Employee Listing

The Employer will provide the Union monthly with a list of all Employee hiring's, transfers, promotions and terminations.

10.03 Permanent Promotions

- (a) When an Employee is promoted he/she will receive an increase of five percent (5%) on his/her base rate (or five percent (5%) per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an Employee is promoted from one job to another he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old base rate is lower than his/her new base rate he/she will receive the new base rate; but where the Employee's old base rate is higher than his/her new base rate he/she will be red-circled at his/her old base rate.
- (c) When an Employee is promoted from a position he/she has taken under the provisions of Article 10.06(b) the following salary policy will apply:
 - (i) If the Employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with Article 10.03(a) above.
 - (ii) If the Employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the Employee remained on that higher job group level.
 - (iii) If the Employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of Article 10.03(c)(ii) and then the provisions of Article 10.03(a).

10.04 Temporary Promotion

- (a) Should an Employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the Employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an Employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the Employee's current level his/her promotional increase will be determined by Article 10.03(a). If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (d) A temporarily promoted Employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an Employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the Employee returns to his/her regular job. The salary at which the Employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An Employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of Article 10.03(a).
- (e) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

10.05 Lateral Transfers

When an Employee is, by definition, laterally transferred from one job to another he/she will retain his/her old base rate. Further, where the Employee's old base rate is lower than his/her new base rate he/she will receive the new base rate; but where the Employee's old base rate is higher than his/her new base rate he/she will be red-circled at his/her old base rate.

10.06 Demotions

- (a) Employees may be required to temporarily perform work normally performed by Employees in lower grouped jobs provided such Employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.

- (b) In the case of a demotion directly ascribable to the Employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the Employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the Employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the Employee will receive the general increases that accrue to his/her lower job grouping.

- (c) Any Employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the Employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:

- (i) Regular Employees must accept retraining as provided by the Employer without cost to the Employee for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
- (ii) Regular Employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
- (iii) Regular Employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
- (iv) The Union may waive job postings to facilitate transfers of Employees.

10.07 Eligibility for Job Competitions

- (a) An Employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular Employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the Employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

10.08 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under TPPA jurisdiction, shall be given to TPPA Members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular Employees.
- (b) Full-time temporary Employees and casual Employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

10.09 Job Posting

- (a) All TPPA job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of ten (10) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With Agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the Employee selected to fill the vacancy, existing job title and Employee number of successful applicants for the job vacancies under TPPA jurisdiction. A late applicant shall be

considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.

- (d) In making job selections and promotions under the foregoing, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (e) Non-TPPA bargaining unit Employees on the Employer's regular staff may also apply for jobs covered by this agreement but in such instance preference shall be given to Employees in accordance with this Article.
- (f) Although selection of Employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for posted vacancies within the bargaining unit upon request to the local Human Resources Offices.

10.10 Temporary Vacancies

- (a) Nothing in this Article prohibits the Employer from filling vacant Member positions or assignments with Actors for periods of up to twelve (12) months.
- (b) It is the intent of the Parties that temporary Staff vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Article 10.09(d) from those Employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an Employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, the Employer will consider filling such vacancies from among current Employees prior to hiring from outside.
- (d) Where a regular Employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that Employee shall retain all rights and benefits of a regular Employee including all rights to their regular position.

10.11 Where an Employee has been selected to fill another position, the Supervisor concerned shall release the Employee as expeditiously as possible after being notified of the transfer by the Manager, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the Employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the Employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 11 - Job Descriptions and Evaluations

11.01 Job Evaluation

It is the intent of this Article that all jobs will be evaluated consistently and equitably using the Employer's Job Evaluation plan. The Union will be consulted about the contents of the Employer's Job Evaluation plan, which may be amended from time to time.

The Employer will inform the Union of jobs under evaluation. The Union will be afforded the opportunity to provide input during the evaluation process, and with respect to proposed changes to job descriptions.

The Union may request a job evaluation review by informing the Manager, Human Resources. The Employee and Union will be advised of the outcome of the job evaluation review, in writing, at the earliest opportunity.

11.02 Job Evaluation Appeal

In the event that the Union is dissatisfied with the outcome of a job evaluation, the Union may request resolution through the Job Evaluation Appeal process.

Job Evaluation appeals will be resolved by a Standing Arbitrator. The Union and Employer will jointly select the Standing Arbitrator on the basis of his/her expertise in job evaluation, and will share equally in his/her costs.

The Employer will submit the outcome of the job evaluation process to the Standing Arbitrator, with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on the job review by the Arbitrator if required. The Arbitrator's decision will be final and binding.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

11.03 In the case of an ungrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event the Union initiates an appeal within twenty (20) working days following a review by the Employer, and the Union is successful in receiving an ungrouping, the effective date of such ungrouping shall be the date on which the review was initiated.

Article 12 – Work Hours

12.01 Police Sworn Members Work Hours

The work year shall be the equivalent of 2080 hours. Working hours shall be the equivalent of forty (40) hours per calendar week.

- (a) In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation. In the case that the Employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 5.01(a).

12.02 Police Sworn Members Work Day

- (a) The work day shall be any ten hours and thirty minutes (10.5 hours) for Members, working a schedule of 4 days on and 3 days off in a calendar week.
- (b) The work day shall be twelve hours (12 hours) for Members, working a schedule of 4 days on and 4 days off.
- (c) The work day shall be eight hours and thirty minutes (8.5 hours) for Members working a 5 days on 2 days off schedule. Work day schedules of this nature require agreement by the Union through a letter of agreement for specific Member assignments.

12.03 Police Sworn Members ATO

- (a) Members working the shift schedule set out in 12.02(a) above will earn 104 hours of ATO annually. These Members must schedule ATO annually.
- (b) Members working the shift schedule set out in 12.02(b) above will earn an average of 104 hours of ATO annually. These Members must schedule ATO annually.
- (c) Members may take ATO as discretionary time as it is earned except where approved by the Employer. Members with a positive ATO balances as of June 30 will be allowed to carry forward 96 hours of ATO Any hours in excess of 96 will be paid out the following pay period.

A member with a negative ATO balance in excess of 24 hours will have their bank reconciled to negative 24 hours as of June 30.

12.04 Police Support Staff Work Hours

The hours of work for all Staff, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7.5) hour days and shall receive seventeen (17) days a year ATO.

- (b) ATO days will be scheduled to allow Employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to Article 12.04(g) below, will an Employee be scheduled off less than seventeen (17) days per calendar year in service. ATO days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Article 8.27(d) and Article 8.20.
- (c) Standard and authorized variations will be as follows:
- (i) Starting time – Standard 08:00
Authorized Variation 06:00 – 10:30
 - (ii) Lunch break – Standard – per current local practice
Authorized Variation – one-half (0.5) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.
 - (iii) Work Week – Standard – Monday through Friday
Authorized Variation – Monday through Saturday positions as agreed to by the Parties.
 - (iv) Application – Standard – to be taken in the pay of ATO period in which earned, but shall not conflict with essential departmental requirements.
Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond fifteen (15) days must be taken off*, however any deferred days may be used for:
 - (a) Sick leave supplement,
 - (b) Pay-out on termination,
 - (c) To cover for leaves of absence pursuant to Article 8.27(d) and Article 8.20 pay-out under exceptional circumstances by Agreement of the Parties, at rates of pay current at the time of pay-out.

* This requirement is not “Subject to Departmental Requirements”.
- (d) Pre-scheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual Agreement. Union to consider sign-up criteria.

- (e) ATO will apply only to full-time regular Employees. Except for newly hired Employees and terminating Employees, a person's ATO allowance will be earned by full-time regular Employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's ATO allowance on the basis of one-ninth (1/9) of that period's ATO allowance for each day worked during that period.

An equivalent percentage payment of ATO will apply to non-full-time regular Employees.

- (f) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of thirty (30) continuous days will not earn their leave for the period they are absent in excess of thirty (30) days.

12.05 Meal breaks for the following works hours will be as follows:

- (a) A seven and a half (7.5) hour work day will include two paid fifteen (15) minute rest breaks.
- (b) A eight (8) – nine (9) hour work day will include one (1) paid thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks.
- (c) A nine (9) – ten and a half (10.5) hour work day will include one (1) paid forty-five (45) minute meal break and one (1) twenty (20) minute rest break.
- (d) An eleven (11) – twelve (12) hour work day will include one (1) paid forty-five (45) minute meal break and two (2) twenty (20) minute rest breaks.

Article 13 - Shift Work and Non-Standard Hours

13.01 Police Sworn Member Transfer Process

The process by which Members may request squad changes will be as follows:

- (a) Members may make a written request to permanently change shifts.
- (b) Requests must be sent to the NCO for review and recommendation to Inspector, Operations (or designate).
- (c) Member requests for a permanent squad change will be considered if the following criteria are met: a) an opening exists on the requested squad; and b) placement of the Member on the requested squad will not disturb the balanced functional makeup of that squad.
- (d) Seniority shall apply when two (2) or more Members request the same squad change and the balanced functional makeup of the requested squad will be maintained irrespective of whom receives the squad change.
- (e) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.

13.02 Police Sworn Member Balancing of Squads

The process by which the Employer may rebalance the squads will be as follows:

- (a) When the Employer intends to change the deployment of one (1) or more Members from one squad (i.e. start time, location etc.) to another in order to maintain the balanced functional make-up of the squads, the NCO's will be requested to canvass Members on their squads in order to seek volunteers willing to do so.
- (b) The NCO's shall make a recommendation to the Inspector, Operations (or designate) regarding how such re-deployment should be accomplished. The Inspector, Operations shall finalize the re-deployment.
- (c) Seniority shall apply under (b) when too many Members volunteer, and the balanced functional makeup of the squads will be accomplished irrespective of whom from among this group is re-deployed.
- (d) Reverse order of seniority shall apply under (b) when there are an insufficient number of volunteers to complete the re-deployment, provided always by so doing that the balanced functional makeup of the squads is maintained.
- (e) Thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a permanent basis (i.e. change to squad). This

notwithstanding, the permanent re-deployment may occur sooner with the Agreement of the affected Member(s). Overtime rates shall be paid during that portion of the above notice period that is not given.

- (f) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.
- (g) Except as set out below under (h) below, thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a temporary basis (i.e. change to start time). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (h) The notice periods set out above in (e) and (f) may be waived by mutual Agreement.

13.03 Police Sworn Member Unexpected or Emergent Situations

Forty-eight (48) hours' notice shall be given in the case of temporary squad adjustments for unexpected or emergent situations. Overtime rates will be paid for that portion of said notice period that is not given. Where possible, adjustments will be made using volunteers followed by persons with the least seniority.

13.04 Police Sworn Member returning to Patrol from a non-patrol assignment will return to a squad as follows:

- (a) With appropriate advance notice indicate in writing to HR and Operations management their desired patrol squad assignment.
- (b) HR and Operations will plan to accommodate the Member's desired squad by planning assignment to that squad.
- (c) In the circumstance that there is no vacancy on the particular squad, management will canvass for volunteers to vacate for assignment.
- (d) Where there is no voluntary movement, Management will look to create the vacancy through reverse seniority reassignment. This will only apply if the Member has indicated moving back to the squad they vacated prior to their non-patrol assignment.

13.05 Police Support Staff Shift Work

The following jobs are authorized for non-standard hours of work:

Shift Job List

Quality Review Reader
Crime Analyst

Police Communications Operator
Police Support Clerk
Exhibits & Court Liaison

Positions may also be added to this list by mutual Agreement between the Employer and the Union.

13.06 Where Staff work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift Employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing seventeen (17) days a year ATO in lieu of the thirty-five (35) hour week.
- (ii) ATO days will be scheduled in conjunction with days off to allow shift Employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7.5) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An Employee who does not receive 104 days off (excluding ATO days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to mid shift but may be varied or staggered for different Employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

13.07 Staff Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular Employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual Agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the Agreement, the Union agrees to discuss the issue of re-assigning Employees for cross training purposes.

13.08 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Article 8, the Employer may request an Employee to temporarily change his/her shift or work overtime.

When shift Employees' shifts are changed, thirty-six (36) hours' notice will be provided prior to the commencement of the new shift and the following will apply:

- (a) Shift Change
 - (i) Shifts commencing outside the thirty-six (36) hours, no penalty.
 - (ii) Any shift commenced inside the thirty-six (36) hours' notice (notice to be confirmed in writing) will be paid at overtime rates.
- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
 - (i) An Employee who works their signed shift as well as a portion of an absent Employee's signed shift will be paid overtime for all hours in excess of seven and a half (7.5) hours.
 - (ii) In the seven and a half (7.5) hours worked any that coincide with the Employee's signed shift will be paid at straight time. All hours worked that fall outside the Employee's signed shift will be paid at overtime rates.

Article 14 – Overtime, Call-out, Standby and Telephone Consultation

14.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to Employees available and able to perform the work. First consideration shall be given to Employees within the job category.

- (a) One and one half (1.5) times an Employee's base rate shall be paid for hours worked in excess of their regularly scheduled shift for the first (1st) hour so worked. All hours worked beyond that point will be paid at two hundred percent (200%).
- (b) All work on an Employee's scheduled days off shall be paid at two hundred percent (200%).
- (c) Employees will not be eligible for OT claims until they have worked thirty (30) minutes after the end of a regular shift.
- (d) Employees who work overtime may transfer to an overtime leave bank up to one hundred percent (100%) of the overtime hours they earned to be taken as time off in lieu of wages, provided that no Employee may have in their bank more than a total of ninety-six (96) hours at any one time. Where the bank is reduced, the bank can be refilled up to the ninety-six (96) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the Employee's Supervisor. Any time remaining in an Employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the Employee will be permitted to bring his/her bank to the ninety-six (96) hour maximum.
- (e) An Employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at their current rate. An Employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received.

Overtime will not be paid for hours worked in excess of seven and one-half (7.5) hours in a work day where such excess hours worked are the result of a change in an Employee's signed up shift schedule.

14.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an Employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an Employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An Employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see Article 14.06).

- (d) Where an Employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (0.5) hour unpaid meal period will be allowed.

An Employee will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an Employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be in accordance to the Employers Travel & Expense Claim Policy.
- (v) Meal allowances shall be in accordance to the Employers Travel & Expense as follows:

Breakfast: \$15
Lunch: \$20
Dinner: \$30
Incidentals: \$10

- (e) Where work is prescheduled for normal days off and Employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed seven and one-half (7.5) hours per day.
- (f) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (g) Where an Employee is required to work unscheduled overtime, the Employer will, on request of the Employee, pay reasonable costs for alternative transportation home under the following conditions:
- (i) Provided that normal means of transportation is not available.

- (ii) Where Employees are Parties in car pool arrangements, “normal means of transportation” shall be deemed to include car pools.
 - (iii) For purposes of this clause, “unscheduled overtime” is defined as that overtime occurring where an Employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each Employee shall have at least eight (8) consecutive hours free from work between each shift worked.

14.03 Reporting at Non-Regular Centre

If an Employee is required to report for his/her regular day's work at a centre other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

14.04 Minimum Paid Periods

If an Employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (0.5) hour. Time worked beyond the first one-half (0.5) hour of overtime will be recorded to the next higher quarter (0.25) hour. The applicable clause may be invoked with respect to meal intermissions. If the Employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An Employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

14.05 Standby Duty and Telephone Consultation

(a) Standby Duty (Court Liaison)

An Employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an Employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No Employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Investigative Phone Calls

An off duty Employee responding to a telephone call or other electronic communication from the Employer or outside source, such as Crown Counsel, witnesses or informants, of one (1) hour or less but fifteen (15) minutes or more, related to an investigation that involves the Employee but requires a General Occurrence Report, supplement or other documentation, shall be entitled to compensation of one and one half hour (1.5) of their regular hourly rate of pay. In the event the telephone call or other electronic communication goes beyond one (1) hour the off duty Employee shall be compensated at two times their regularly hourly rate of pay for the time spent beyond the first hour. Claims for compensation under this provision are subject to approval by the Employee's supervisor.

Phone calls and other electronic communications of an administrative nature shall not trigger this provision unless the call or communication is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Employee's Staff Sergeant.

14.06 Call-out Provisions

(a) Minimum Compensation

An Employee called to work during off-scheduled hours on a normal day off shall be paid overtime rates for a minimum of three (3) hours beginning at the time he/she reports ready for duty. When call-outs run into a normal shift the minimum call-out provision will not apply.

(b) Meals

Where an Employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 14.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive two hundred percent (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period

of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an Employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

14.07 The Employer may cancel overtime without penalty by giving the Member no less than twenty-four hours notice of the cancellation. If the Employer cancels the overtime with less than twenty-four (24) hours of the overtime shift, then the Member may be given the option of either:

1. Reporting to work for a minimum of 4 hours' overtime pay in accordance with 14.01;
or
2. Voluntarily cancelling the overtime shift.

Notification of the cancellation under this Section may be communicated to a Member by voice-mail or text message to a member's work telephone.

Article 15 - Court Time Compensation

- 15.01 For the purposes of this Article, "Court" includes any Provincial or Supreme Court or any tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board or labour arbitrations where the Union or an Employee covered by the Union's bargaining certificate are parties to the matter. "Court" does not include a disciplinary proceeding or public hearing under the Police Act where, as a result of the disciplinary proceeding or public hearing, a Member is found guilty of an offence under that Act.

Compensation for attendance at Court by a Member, where that attendance is the result of the Member's duties as a police officer with the Transit Police, will be granted in accordance with the following schedule.

Duty Hours	(A) Morning Session Commences before midday break	(B) Afternoon Session Commences after midday break
On Duty	0	0
Court or Crown interview continues after/ beyond duty hours	Extended Duty Rates Apply	Extended Duty Rates Apply
Pre-court Crown Interview – same day	Pre-court time plus 30 minutes	Pre-court time plus 30 minutes
Shifts ending before midnight*	4	4
Shifts ending after midnight	6	4 (6 if first appearance)
Weekly Leave	8	6 (8 if first appearance)
Annual Vacation**	20	20
Maternity and Parental Leave***	4	4
WorkSafeBC Leave	0	0
Former Members otherwise uncompensated & Members on Leaves of Absence***	4	4

* Compensation for court sessions that start before the midday break and continues after the midday break is compensable from both columns (A) and (B).

**Court attendance on annual vacation will be compensated to a maximum of 20 hours per day. Must obtain authorization of Inspector in advance.

***Compensation will be banked as employees on maternity/parental leave do not receive regular pay.

**** The applicable rate of pay for a Member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such Member at that date of resignation, retirement or commencement of unpaid leave. Any Member who is paid under

this Article shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

15.02 De-Notification

A Member will receive a minimum of sixteen (16) hours' notice of cancellation of a Court appearance, failing which the Member will receive the compensation set out in this Article. De-notifications may be communicated to a Member by voice-mail or text message to a Member's work telephone.

15.03 Court Time Compensation and Overtime on a Scheduled Day Off

If a Member accepts an overtime shift on a scheduled day off AND if the employee also attends Court and claims Court compensation under Article 15 on the same day, the employee will be considered to be "On duty" for the purpose of calculating Court compensation under Article 15. This is to avoid the unintended effect of a Member receiving excessive overtime compensation.

Article 16 – Police Sworn Member Mandatory Training & Increment System

16.01 Increment Eligibility & Process

Requirements for increments are as follows:

- (a) All Members shall make available to the Employer four (4) of their scheduled weekly leave days each calendar year for the purposes of training and increment credit, to be compensated as described in this Article. The Employer will determine the type of training and the number of training days required, and the training days will be scheduled by the Employer a minimum of thirty (30) calendar days in advance of the training.
- (b) Scheduled training sessions are mandatory for all Members including those who have opted out of the increment system or have achieved their highest increment level. Training sessions will not exceed eight (8) hours.

For Members who are in the Increment System

- (c) Members who are in the Increment System must attend all training sessions for which they have been scheduled in order to receive and maintain an existing increment level or to be eligible for a higher increment.
- (d) Compensation for the four (4) days of training shall be in the form of banking days in the Increment Bank instead of compensation in the form of pay or time off in lieu of pay. Each training day will be placed in an Increment Bank that will be applied toward receiving an incremental increase should years of service and the required Increment Banks days be met. Hours in the increment bank can only be applied to incremental pay increases as set out in (i), (ii) and (iii) below. The Increment Bank cannot be used for time off or pay
 - (i) Constable 1st Class Increment

The increment table for Constables 1st Class at 10, 15 and 20 years of service in the rank is listed below. Constables must also write and pass an Increment Exam for each increment. The Increment exam will be offered by the Training Department. The pass mark for the exam is sixty-five percent (65%).

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
10	36 Days	105%
15	20 Days	110%
20	20 Days	115%

The Increment exam will be administered by the Training Unit twice a year (in April and October). The dates of the exam will be posted at least six months in advance and may be written once Constables have attained:

- 8 years of service if working toward the 10 year increment
- 13 years of service if working toward the 15 year increment
- 18 years of service if working toward the 20 year increment

Constables are not required to attain the required training days prior to writing the exam. The Increment increase will be effective on the date when all requirements are met. The exam requirement will be considered completed as of the date that the exam was successfully written. Constables who fail the exam will be eligible to re-write the exam but only on the scheduled exam dates set by the Training Department. The Increment increase will not be paid to Members retroactively.

(ii) Sergeant Increment

The increment table for Sergeants at 3 and 6 years of service in the rank is listed below. Sergeants must also complete a Leadership development program (developed in consultation with the Union) to receive the 3 year increment increase:

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
3	12 Days	125%
6	12 Days	130%

The effective date of the Increment increase will be when all requirements are met. The Training Unit will post applicable Leadership Development program offerings annually for members to enroll in. The onus is on the member to seek Leadership Development program opportunities in advance of their increment in consultation with their supervisor and the Training Unit. The Leadership Development program must be completed after promotion into the Sergeant rank. The Increment Increase will not be paid to Members retroactively. Exceptions may be made where there are unreasonable delays in scheduling the Leadership development program.

(iii) Staff Sergeant Increment

The increment table for Staff Sergeants at 1 years of service in the rank is listed below. Staff Sergeants must also complete a Senior Management Leadership program (developed in consultation with the Union) to receive the 1 year increment increase.

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
1	4 Days	140%

The effective date of the Increment increase will be when all requirements are met. The Training Unit will post applicable Senior Leadership Development program offerings annually for members to enroll in. The onus is on the member to seek Senior Leadership Development program

opportunities in advance of their increment in consultation with their supervisor and the Training Unit. The Leadership Development program must be completed after promotion into the Sergeant rank. The Increment Increase will not be paid to Members retroactively. Exceptions may be made where there are unreasonable delays in scheduling the Leadership development program.

Where an Employee acted on a continuous basis for a period of up to one (1) year in the rank of Sergeant or Staff Sergeant immediately prior to becoming confirmed at that rank they will receive credit for the time spent continuously acting in the rank towards the time requirement for increments within that rank upon being confirmed.

For Members who are not in the Increment System

- (e) Members may opt out of the Increment System at any time. Members may also be deemed to have opted out when they achieve their highest Increment at any rank. In either case, Members will then be compensated for training days on a Training Day for Working Day basis for training sessions held on a Member's regular days off. Members will also continue to receive any earned increment, subject to (i) below.
- (f) Members who opt out of the Increment System will be permitted to opt back in only at the beginning of the calendar year with the exception of promoted Members who will be able to opt back in immediately.
- (g) Circumstances may arise where additional mandatory training days are required. The Employer will notify and consult with the Union, at the earliest opportunity to schedule the additional training.
- (h) Any additional training deemed by the Employer as mandatory shall be compensated to the Employee on a Training Day for Working Day basis if the course is on the Member's regular days off. The Employer may additionally require Members complete CPKN online courses (on duty), of the Employer's choice, throughout the year. These courses are not compensable nor do they affect the Increment Bank.
- (i) Employees receiving an increment, who do not attend all scheduled training in a calendar year shall be required to make up any missed training in a form and process agreeable to the Union and the Employer. Any arrangements made under this provision shall not set a precedent for future resolutions. Nothing in Paragraph (e) shall be interpreted as limiting the Chief Officer's or the Board's ability to discipline any Employee of the Department. Members are responsible for organizing their training make up sessions; failure to do so may result in the loss of their increment.
- (j) Where a Member finds themselves unable to attend a mandatory training day due to unforeseen circumstances, beyond their control, Management and the Union will discuss options to remedy any negative affect on the Members Increment Bank. Where a Member is permitted to buy back their increment credits, for each 8 hour training day, the Employer will recover twelve (12), ten and a half (10 ½) or ten (10) hours, depending on the Member's scheduled shift.

- (k) The Employer may elect to reschedule Members working a schedule of ten and a half (10.5) hour shifts in order to accommodate the training days scheduled in accordance with (a) above. It is understood that this could result in a Member's weekly leave being adjusted such that a Member works a regular shift on what would otherwise have been weekly leave and attends training on what would have been a regularly scheduled shift.

16.02 NCO Meeting/Training Dates

The Employer shall schedule two (2) NCO meeting dates before the AV sign up occurs in the year preceding the NCO meetings.

NCOs and selected acting NCOs are required to attend each meeting/training date as mandatory training.

Each NCO and Employer-selected Acting NCO shall receive one (1) day off for each day of training attended while off duty.

Article 17 - Indemnification

17.01 The following definitions are applicable throughout Article 17:

“Employer” – means TransLink Security Management Limited (TSML)

“Employee” – means an Employee of TSML and includes Members and Staff

“Union” – Transit Police Professional Association

“Good Faith” – The term “good faith” as referenced in this Article 17 shall, as it concerns Members, have the meaning ascribed to it in *Belleville Police Services Board and Belleville Police Association (Goulah Grievance)*, [2005] O.L.A.A. No. 767 at para. 26, *Vancouver Police Union and Vancouver Police Board*, [2007] B.C.C.A.A.A. No. 82 at para. 95 and *Toronto Police Services Board v. Toronto Police Association*, [2007] O.J. No. 1948 and other leading case-law. The Parties may consider additional case-law if and when applicable. The term “good faith” as referenced in this Article 17 shall, when applied to Staff, have the meaning ascribed to it under the applicable principles of labour and employment law. An Employee who is denied indemnification on the grounds of not exercising good faith may re-apply for indemnification where evidence emerges that the test of good faith has subsequently been met. This application should be done at the end of a given process or earlier at the discretion of the Chief Officer.

17.02 Necessary and Reasonable Legal Costs

For the purposes of this Article 17 “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees amended from time to time by the Director of Legal Services for the City of Vancouver or such other amount as may be agreed upon by the solicitor and the Chief of the Transit Police, in consultation with the Union, in advance of the legal fees being incurred.

17.03 Union Involvement and Responsibility

When an Employee seeks indemnification from the Employer, the Employer will inform the Union about the request. The Employer will finalize its decision of whether to indemnify an Employee after consultation with the Union.

At the time an Employee seeks indemnification, many of the facts surrounding the Employee’s conduct may be unknown and the Employer may be unable to determine whether the Employee acted in good faith. In such circumstances the Employer may agree to indemnify the Employee on the understanding that, if it is subsequently determined the Employee did not act in good faith, the Union will reimburse the Employer for the monies expended under this Article 17 on the Employee’s behalf. The Employer will not recover from the Union monies expended under this Article 17 between the time the Employer knew or ought to have known that the Employee did not act in good faith and its notification in writing to the Union of same.

In any circumstance, however, where the Union advises the Employer of its position that an Employee should not be indemnified and: a) the Employer indemnifies the Employee regardless; and b) it is subsequently determined that the Employee did not act in good faith, the Employer will not recover from the Union monies expended under this Article 17 on the Employee's behalf.

17.04 Preparation of Statement

When an Employee is required to make a statement about a particular incident to another Party, the Employer will indemnify the Employee for the necessary and reasonable legal costs of a three (3) hour consultation with a lawyer provided:

- (a) the Employee reasonably believes that a charge or allegation will be made against him or her under the *Criminal Code*, the *Police Act* or another provincial statute;
- (b) the requirement to make the statement arises from the Employee's performance, or attempted performance, in good faith, of the Employee's duties; and
- (c) the purpose of the consultation with the lawyer concerns the required statement.

If the matter is sufficiently complex or serious so as to warrant more than a three (3) hour consultation, the Employee may, before consulting the lawyer, seek the Employer's Agreement to indemnify the Employee for the cost of more than three (3) hours' legal services. In such cases the Employer will not unreasonably refuse to indemnify the Employee for the cost of additional necessary and reasonable legal services.

17.05 *Police Act* Proceedings

Where an allegation(s) is/are made against an Employee under the *Police Act*, an Employee will be indemnified for the necessary and reasonable costs of legal representation provided:

- (a) the allegation(s) arise from the Employee's performance, or attempted performance, in good faith, of the Employee's duties as police officer; and
- (b) the Employee is the respondent at a public hearing or review on the record pursuant to Part 11 of the *Police Act*; or
- (c) the Employee successfully appealed the decision of an adjudicator following a public hearing pursuant to Section 154(3) of the *Police Act*; or
- (d) the Employee is the subject of a review under Section 117 of the *Police Act* and is required to make written or oral submissions. Note, however, that if a Section 117 review results in a discipline proceeding pursuant to Section 117(9) of the *Police Act*, the Member will not be indemnified for his or her legal costs associated with that discipline proceeding.

For clarity, Employees will not be indemnified for any other legal costs incurred as a result of proceedings under the *Police Act*, including but not limited to the costs associated with responding to or participating in investigations, attendance at or participation in pre-hearing conferences or discipline proceedings or the unsuccessful appeal of public hearings.

17.06 Civil Actions

An Employee named defendant in a civil action for damages arising from the Employee's performance, or attempted performance, in good faith, of the Employees' duties will be represented by legal counsel appointed by the Employer and the Employer will pay the associated necessary and reasonable legal costs, in addition to any damages awards against the Employee, provided:

- (a) the Employee co-operates fully in the defence of the civil claim; and
- (b) the Employer is given full authority in the conduct of the civil claim, including the authority to settle the civil claim at any time in the manner the Employer deems advisable in the circumstances.

Where legal counsel is of the view that a conflict exists between the Employee's defence of a civil claim and the Employer's defence of a civil claim, the Employee may be represented by a lawyer of his or her choice. In such cases the Employer will indemnify the Employee for his or her necessary and reasonable legal costs.

17.07 Offence(s) under the *Criminal Code*/Provincial Statutes

An Employee who is charged with an offence(s) under the *Criminal Code* or a provincial statute other than the *Police Act* (with the exception of minor traffic offences) will be indemnified for the necessary and reasonable legal costs associated with his or her defence provided the charge(s) arise from the Employee's performance, or attempted performance, in good faith, or his or her employment duties.

17.08 Inquests and Royal Commissions

An Employee who causes the death of another person arising out of the performance, or attempted performance, in good faith, of the Employee's duties shall be indemnified for the necessary and reasonable legal costs associated with the Employee's representation by a lawyer at an inquest held pursuant to provincial law.

Where an Employee desires to have legal representation at a royal commission or proceedings not otherwise referred to in this Article 17 the Employee may, prior to the commencement of the proceedings, request that the Employer indemnify the Employee for all or a portion of the Employee's necessary and reasonable legal costs. It is understood that the Employer may accept, modify or reject the request.

17.09 Exclusions and Limitations

Notwithstanding the other provisions of this Article 17, Employees will not be indemnified for:

- (a) punitive or aggravated damages;
- (b) the legal costs arising from grievances under the collective Agreement;
- (c) acts or omissions which did not occur or arise from the execution of employment duties;
- (d) actions amounting to willful neglect, gross dereliction of duty or deliberate abuse of police power; or

- (e) actions resulting from the willful violation of a lawful order.

17.10 Joint Representation

Notwithstanding the other provisions of this Article 17, where two or more Employees are charged with an offence or made the subject of a civil claim, inquiry, public hearing or review on the record, inquest, or royal commission, arising out of substantially the same circumstances, the Employer may limit its indemnification pursuant to this Article 16 to the reasonable legal costs of one (1) solicitor to represent the interests of both/all of them, including representation at any appeal, unless the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the Employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and the Union.

17.11 Notice

No notice is required from Employees seeking indemnity for three (3) hours' consultation under Article four (4) of this Article 17.

Employees who intend to apply for indemnification under any other provision of this Article 17 shall notify the Chief Officer or designate, in writing, within ten (10) days of receiving formal notification of being:

- (a) made subject of a public hearing or review on the record;
- (b) named defendant in a civil claim;
- (c) charged with a criminal or statutory offence; or
- (d) made subject of an inquiry, inquest or royal commission.

Nothing in this Article 17 shall be interpreted as limiting the Chief Officer's or the Employer's ability to discipline any Employee of the Employer.

Article 18 - Employee Personnel Files

18.01 Personnel Files

- (a) An Employee is entitled to examine her/his own personnel file upon request to the Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the Employee's knowledge.

Article 19 - Layoff and Recall

- 19.01 (a) If a reduction of regular Employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular Employee shall be last hired, first laid off provided the retained Employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for Employees with five (5) years of service or more) will be given to affected Employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular Employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the bargaining unit is made available to an Employee the Employee shall not have any bumping rights under this Article provided that the placement would not require payment of moving expenses.

- 19.02 A regular Employee who is subject to layoff, and not eligible for placement under 19.01(c), may elect to exercise his/her bumping rights, in the bargaining unit where the Employee is currently employed on the following basis:

- (a) An Employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An Employee with less seniority in a job which the Employee subject to layoff held as a regular Employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced Employee has not previously held but which, in the opinion of the Employer, the Employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the Employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the Employee shall be placed on the recall list and will fall under the provisions of Article 19.06. This type of bumping is limited to the Service Area in which the Employee is currently employed.
- (c) Regular Employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other Employees in accordance with this Article.

19.03 Severance Pay

- (a) Any regular Employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 19.02 will be laid off with severance pay as follows:
 - (v) Six (6) consecutive months of service – two (2) weeks' regular earnings;
 - (vi) Three (3) consecutive years of service – three (3) weeks' regular earnings;
 - (vii) Thereafter – one (1) week's pay for each additional year of service.
- (b) An Employee who is eligible to receive severance pay in accordance with (a) above may elect to:
 - (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular Employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

- 19.04 (a) An Employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.
- (b) An Employee affected by reduction in staff who assumes a lower group job under the terms of this Article, and who has less than one (1) years' service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

19.05 A regular Employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the Employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

- 19.06 (a) Laid-off Employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the Employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for

any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Human Resources.

- (b) New Employees will not be hired until Employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any Employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all Employees on the recall list who are eligible for recall under Article 19.06(b). Such Employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with Employees being rehired in order of their seniority. An Employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An Employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (f) An Employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an Employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

19.07 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

19.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular Employees.

(b) Regular Employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

(i) Training

(1) For the operation of new equipment.

(2) For qualifying for new jobs created by such changes.

(3) For other vacant positions within the Employer for which the Employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(ii) Placement

The Employer will attempt to place Employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the Employee is capable of filling with training provided in (i)(3) above.

(iii) Bumping

A regular Employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Article 19.02.

(iv) Salary Treatment

Regular Employees affected by this Article who are placed in lower level positions shall receive salary treatment under Article 10.06(c).

(c) Regular Employees who are unable, or refuse to bump under Article 19.02(a) and (b) shall be laid-off in accordance with the provisions of Article 19.

Article 20 - Discipline and Dismissal

20.01 Just Cause

The Employer shall not dismiss or discipline any Employee, other than a casual Employee, unless just and reasonable cause exists. The test for a casual Employee is whether such Employee is suitable for continued employment. In determining suitability, the Employer is entitled to rely on any factor which could affect the satisfactory performance of the Employee's job or the employment relationship.

20.02 Union Representation

An Employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The Employee shall be advised of this right prior to proceeding with the disciplinary meeting.

If in the course of a normal interview, it is determined that there may be grounds for disciplinary action, the interview shall be adjourned and the Employee may select a steward currently on shift to attend and represent the Employee at any related interview prior to proceeding further.

20.03 Notice

Beyond a verbal warning, the Employer shall provide an Employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

20.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any Employee.

20.05 Signing is Not Agreement

Whenever an Employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

Article 21 - Grievance Procedure

21.01 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Human Resources Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Article 21.03 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Article 21.02 below.

21.02 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the Employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An Employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the Employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the Employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the Employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and the Human Resources Department within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to the Human Resources Department and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach Agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the Employee(s) affected by it.

- (ii) Each Party shall pay fifty percent (50%) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an Employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an Employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:

- (1) Direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
- (2) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

21.03 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an Employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

21.04 Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

21.05 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Article 21.01. By mutual Agreement of the Employer and the Union any other grievance may begin at Stage II.

21.06 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

- (a) The Parties shall determine by mutual Agreement those grievances suitable for expedited arbitration.

- (b) The expedited arbitrators, who shall act as sole arbitrators, shall be David McPhillips, Daniel Johnston, Robert Pেকেles and Kate Young.
- (c) If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 21.02(d) of the Collective Agreement.
- (d) The locations of the hearings shall be agreed to by the Parties.
- (e) As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (g) The hearings will be governed by the following guidelines which can be amended by Agreement between the Parties at any time:
 - (i) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (ii) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (iii) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (iv) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (v) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (vi) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (vii) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (viii) Arguments will be presented only to the points in issue.
- (h) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 103 of the *Labour Relations Code*.
- (i) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
- (j) The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
- (k) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the

decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

- (l) The Parties shall share equally the fees and expenses of the arbitrator.

The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2020.

TRANSLINK SECURITY
MANAGEMENT LIMITED
(TSML):

TRANSIT POLICE PROFESSIONAL
ASSOCIATION
(TPPA):

Dave Jones
Chief Officer

Bryce Graham
President

Oscar Allueva
Senior Legal Counsel

Paul Milne
Vice President

Clark Glassford
Manager, Human Resources

Doreen Manning
Secretary

Letter of Agreement #1

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

This letter shall be the only reference regarding ten (10) hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty-five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As Employees ATO days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the ten (10) hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7.5) shall refer to ten (10) hours and eight and one half (8.5) hours shall now refer to eleven (11) hours.
- b. All time worked on an Employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect ATO days being integrated into an Employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: Eighty-four (84) hours.

- b. Annual entitlement shall be banked for all Employees covered by this letter and shall be scheduled off as mutually agreed by an Employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an Employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.
- d. If through unforeseen circumstances an Employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be paid out.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty-five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional seven (7) hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on seven and a half (7.5) hours per day of entitlement. Medical/Dental appointments are subject to Article 8.19(d) save and except the words "followed by deferred ATO days".

Sign-Up

All sign-ups shall be conducted in accordance with Article 13.08.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party.

In the event that this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

Signed this ____ day of _____, 2020:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #2

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Flexible Work Arrangements for Police Support Staff

This Letter is attached to, and remains in effect during, the 2020 collective Agreement.

1. This Letter of Agreement applies to Staff, only.
2. Staff generally work the hours set out under Article 12.04(a) and at the times set out under Article 12.04 (c) of the collective Agreement.
3. The Employer recognizes that, from time to time, Staff may wish to work different work hours and or begin or end their work shift at different times or work from home ("Alternate Work Arrangements").
4. The Employer will give reasonable consideration to proposals for Alternative Work Arrangements that do not negatively impact operations or result in additional costs to the Employer.
5. Staff who wish to make Alternate Work Arrangements may submit to their immediate supervisor, with a copy to the Manager, Human Resources and the Union, a proposal outlining the proposed Alternate Work Arrangements.
6. The Staff's immediate supervisor will review the proposal and provide his/her recommendation to the Manager, Human Resources. After consultation with the Union, the Manager, Human Resources will determine whether the Alternate Work Schedule may be adopted for a trial period of up to six months. After the trial period, the Alternate Work Arrangements will be evaluated to determine whether it should be implemented.
7. Under no circumstances will proposals for Alternate Work Arrangements be implemented or, once implemented, continued where the Employer's operations are negatively impacted or there are unanticipated costs or insufficient coverage.
8. All approved proposals for Alternate Work Arrangements will be in writing with all conditions and requirements set out and signed by the Parties.

Signed this _____ day of _____, 2020:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #3

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Updating of Collective Agreement after Ratification

The Employer and the Union agree as follows:

1. Following ratification, the Employer and the Union will utilize the Labour-Management Committee (the "Committee") for the purpose of reviewing and updating certain provisions of the new collective Agreement.
2. The Employer and the Union may agree to review and update any Articles by mutual agreement.
3. Any changes made by the Committee to the collective Agreement will be made by mutual agreement and in writing.

Signed this _____ day of _____, 2020:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #4

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Part-time Regular Schedules

Schedules for Part-Time Regular Employees will be governed by the following rules:

1. (a) With respect to Preamble, 6(n) an assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of two (2) weeks.

(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual Agreement between the Employee and the Supervisor.

Signed this _____ day of _____, 2020:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #5

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Standby Pay

This Letter is attached to, and remains in effect to address the issue of Standby Pay.

This LOA may only be extended or continued with the consent of both parties. In the event this LOA is cancelled by either party, all the terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

A situation has arisen in the workplace whereby Article 14.05(a) does not adequately address the circumstances but a resolution is required prior to the next round of collective bargaining. The Union and the Employer agrees that article 14.05(a) will be replaced with the following language which will be in force until the next Collective Agreement comes into force.

Standby Duty

Standby duty will be signed up on a voluntary basis whenever possible, by seniority, and with schedules posted at least ninety-six (96) hours in advance. Where an emergent situation occurs, ninety-six (96) hours advanced notice is waived.

(a) Regular Standby Duty

- i. An Employee required to be available to report for duty shall be compensated with one (1) hour of pay for every eight (8) hours or portion thereof of standby status.
- ii. Where a callout occurs within an eight (8) hour standby period, the compensation will be in relation to the call out provisions in the collective agreement.
- iii. Once an employee is provided a definitive time to come in as result of their standby notification, the standby pay in this LOA ceases.
- iv. Standby pay is not paid where a callout results in a minimum eight (8) hours of overtime within the same twenty-four (24) hour standby period.

(b) Travel Status Standby Duty

- i. An Employee required being available to report for duty shall be compensated with one (1) hour of pay for every four (4) hours or portion thereof of standby status when the Employee is also posted at a location where the Employee cannot go home by reason of a duty requirement or distance.
- ii. Being sent on a conference or course does not apply to the standby provisions in this letter.
- iii. Actual travel is considered an eight (8) hour day and if a member is travelling

more than eight (8) hours he/she will only be compensated at a standby rate for time beyond eight (8) hours.

- iv. Actual travel that occurs on a scheduled day off is compensated at overtime for up to eight (8) hours.

Signed this _____ day of _____, 2020.

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #6

Letter of Understanding between TransLink Security Management Limited ("TSML") and Transit Police Professional Association ("TPPA")

Re: Full-Time Temporary (Fixed Term) Constables

Employees in this category would be qualified municipal Constables in BC, hired within one year of leaving their previous agency as a 1st Class Constable and with a minimum of twenty (20) years of policing experience.

Where such Sworn Members are hired through the normal recruiting process, the Employer will have the discretion to employ such Sworn Members as Temporary employees for a term of up to five (5) years. The term may be cancelled in accordance with the collective agreement and may be extended with the agreement of the Union. The Union will be entitled to receive a copy of employment letters upon execution.

Sworn Members hired under this category would be covered by the provisions in the Collective Agreement governing temporary employees but otherwise subject to the same conditions of employment as regular Constables. However, they would not be eligible for promotion, increment or specialty assignment (e.g. on-loan or secondment) unless there were no qualified internal applicants and subject to the approval of the Union.

The Sworn Member will be entitled to benefits provided to Temporary Employees under the Collective Agreement, and if eligible, to a pension.

The purpose of this Letter of Agreement is to assist the Employer to fill unexpected-short term vacancies and periods of attrition with experienced Sworn Members. The Employer will not seek to use this Letter of Agreement to convert existing Sworn Members to this category of Employee.

This Letter of Agreement will remain in effect until the end of the Collective Agreement unless extended by mutual agreement.

Signed this ____ day of _____, 2020.

For the TPPA:

For TSML:

AGREEMENT

Between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)

Effective Date: January 1, 2016
Expiry Date: December 31, 2019

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PREAMBLE

THIS AGREEMENT

made between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)
(hereinafter called the “Employer”)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)
(hereinafter called the “Union”)

1. This Agreement shall be in effect commencing January 1, 2016 until December 31st, 2019. If no Agreement is reached by the expiry date, this Agreement shall remain in full force and effect until either:
 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
2. Either Party may at any time give to the other Party “four” months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement and remain in full force and effect, unless otherwise expressly stated in the Letter of Agreement, until either:

 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. If the Employer’s policies and procedures conflict with the terms and conditions of this Agreement, the terms of the Collective Agreement will prevail.
6. Definitions:
 - (a) ATO: Accumulated Time Off as earned in Article 12.

- (b) Authorized Variation: means a range of alternatives specified in the Agreement, within which range a Supervisor and an Employee or group of Employees may agree to vary from the standard.
- (c) Bargaining Unit: shall be deemed to mean Employees employed by the Employer and covered by the certificate referred to in Article 1.01 of this Agreement.
- (d) Blue Circled: an Employee's salary will be maintained above the maximum of the salary range for his/her job and such salary will be increased by all subsequent across-the-board salary increases.
- (e) Casual Employees: casual Employees will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of annual vacation, ATO, statutory holidays, sick leave and welfare benefits.
- (f) Days: means working days.
- (g) Demotion: a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (h) Employee: means an Employee of TSML and includes Police Sworn Members and Police Support Staff.
- (i) Employer: TransLink Security Management Limited (TSML).
- (j) Full-Time Regular: an Employee hired to fill an ongoing position vacated by a regular Employee or hired to fill a position which is of a continuing nature. New Employees will be considered probationary as provided in Article 9. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. By Agreement with the Union, the Employer may hire a temporary Employee to fill a position vacated by a regular Employee.
- (k) Full-Time Temporary: an Employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The Employee will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will participate in Benefit Plans in accordance with Article 6 but not in the Pension Plan. Services of temporary staff Employees may be terminated by giving or receiving twenty-four (24) hours' notice.

An Employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 6 or the Pension Plan. However, should a vacation relief Employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and

entitlements as other full-time temporary Employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off.

- (l) Grievance: means a difference or apprehended difference by an Employee, a group of Employees, the Union, or the Employer, as to matters or things affecting or relating to terms or conditions of employment or work done or to be done, including all disputes between the persons bound by this Agreement respecting its interpretation, application, operation, or any alleged violation, including a question as to whether a matter is arbitrable. See the definition of “dispute” in Section 1 of the *BC Labour Relations Code*.
- (m) Lateral Transfer: a move to a new job which is neither a promotion or demotion as defined herein.
- (n) Part-Time Regular: an Employee hired to fill a part-time ongoing position vacated by a part-time regular Employee or to fill a part-time position which is of a continuing nature. By Agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular Employee. Unless otherwise agreed with the Union, part-time regular Employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular Employee may relieve a full-time Employee on leave of absence, training, sick leave, ATO days or annual vacation without change to full-time regular status. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off. Part-time regular Employees shall progress through salary steps on the basis of accumulated service.
- (o) Party/Parties: refers to the Employer and or the Union.
- (p) Police Sworn Members: referred to as Members.
- (q) Police Support Staff: referred to as Staff.
- (r) Promotion: a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (s) Red-circled: an Employee’s salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.

- (t) Standard: means the condition specified in the Agreement, which will be used as the default, failing mutual Agreement between the Parties.
- (u) Straight time Base Rate: regular hourly rate paid to an Employee, exclusive of overtime, premiums, allowances, shift differentials, etc.
- (v) Temporary Promotion: As set out in Article 10.04.
- (w) Union: Transit Police Professional Association.
- (x) Year: means a calendar year.

Article 1 - Union Security, Recognition & Dues

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for the Employees of the Employer described in the Certification Order issued by the Labour Relations Board dated June 3, 2014.
- 1.02 Employees who are elected officers or representatives of the Union will be entitled to leave for the purpose of investigating and resolving grievances and attending with Employer representatives at grievance meetings. Such Employees must first seek the approval of their Supervisor and inform their Supervisor of the time spent for such purposes. Supervisor approval will not be unreasonably withheld. When requests for such leaves are granted, the Employee will not suffer a loss of pay, benefits or other entitlements.
- 1.03 (a) With the approval of the Employer, elected officers or Union representatives shall be granted leave without loss of seniority or pay, benefits or other entitlements to attend:
- (i) Labour-Management Committee meetings;
 - (ii) other joint committee meetings;
 - (iii) meetings with the Employer's Human Resources Department;
 - (iv) collective bargaining with the Employer;
 - (v) *Police Act* processes as agents; and
 - (vi) other Union meetings/training as agreed with the Employer.
- All other leave for Union business will be on the elected officer's or Union representative's own time.
- (b) Elected officers or Union representatives must give the Employer as much notice as possible of the application for leave. Leave will not be unreasonably withheld.
- 1.04 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence Employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for Members appointed or elected to positions with BC Police Association or other affiliate Union organization.
- (c) The Employer will cooperate with officers or representatives of the Union in performing their Union responsibilities.
- (d) The Employer will provide a Union bulletin board in a suitable location in each workplace.
- 1.05 (a) Duties normally performed by Employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except to overcome immediate,

short-term operational or personnel difficulties when bargaining unit Employees capable of performing the work are not available.

- (b) The Employer will not contract out work normally performed by bargaining unit Employees if such contracting out will result in any termination or downgrading of an existing Employee.
- (c) When there is a reasonable opportunity to bring in third Party contract work, or bring in work which is currently being subcontracted, the Parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.
 - (i) A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.
 - (ii) The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.
 - (iii) The committee must unanimously agree to any revisions or waivers of the provisions of the Collective Agreement as to the specific contracting in. These revisions or waivers will only apply for the period of the contracting in, unless extended by the Parties.
 - (iv) Such terms and conditions with a copy of any revisions or waivers, shall be detailed in a letter and shall have no precedent value with respect to the Collective Agreement.
 - (v) The Employer agrees that all Employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their hire, as a condition of continued employment by the Employer become and remain Members of the Union in good standing and that the Employer shall deduct from each such Employees' pay the amount of any Union dues and assessments and remit same to the Union bi-weekly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (d) The Employer will provide the Union with the following:
 - (i) Employee Information: Listing of TPPA Employees, including Employee number, name, job title, job group, job code, hire date, and seniority date will be provided by the Employer to the Union on a semi-annual basis (January and July of each year).
 - (ii) Dues Deduction Information: Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly regular assessment dues, calendar year-to-date total of regular dues; as well as a list of Employees in TPPA who did not pay dues and the reason why dues were not deducted. This list will be provided by the Employer to the Union on a monthly basis.

- (e) The Employer will advise all new Employees of the names of Union representatives following commencement of employment. A Union Representative shall be permitted to meet with each new Employee during normal working hours at the Employee's workplace for up to one (1) hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new Employee.

Article 2 – Labour Relations

2.01 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) Members, three (3) Employer and three (3) Union Members to be appointed by the respective Parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet monthly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the Members of the Committee.

2.02 Neither TSML nor its representatives will require or permit any Employee covered by this Agreement to enter into an Agreement with TSML or its representatives which conflicts with the terms of this Agreement. It is recognized by the Parties, however, that there may be situations where Employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

Article 3 – Seniority

For full time Employees, seniority is defined as the length of the Employee's continuous employment from the date of the commencement of employment, and is based on regular hours worked.

- 3.01 For regular part time, temporary and casual Employees, seniority shall be calculated on the basis of regular hours worked.
- 3.02 For purposes of converting the seniority of part time, temporary, or casual Employees who become regular full time Employees from hours to years, regular hours worked will be multiplied by 1.0652.
- 3.03 The Employer shall maintain seniority lists for regular full time, regular part time, temporary and casual Employees. These lists, as of December 31 of a given year, will be posted on the TPPA Bulletin Board by February 1 of the following year. Any objection or challenge to the accuracy of the seniority lists shall be made in writing to the employer within 30 days of the list being posted. If no objection or grievance is filed, the posted list will be deemed valid for the purposes for which seniority is applicable.
- 3.04 For regular full time, regular part time and temporary Employees, the following will be considered as hours worked for the purpose of seniority accrual:
 - (a) Any period of sick leave (including LTD) for a period of up to two years;
 - (b) Any period where the Employee is off on a work related illness or injury where such claim has been accepted by WorkSafeBC;
 - (c) Any approved leave under Article 8.
- 3.05 Seniority will be retained but will not accrue:
 - (a) After an Employee has been absent from work on sick leave (including LTD) for more than two years;
 - (b) While on layoff for a period up to one year.
- 3.06 Seniority will be lost if the Employee:
 - (a) resigns from his or her position;
 - (b) is dismissed for cause;
 - (c) is dismissed for incapacity;
 - (d) is laid off and not recalled to work within one year; and,
 - (e) fails to return to work within fifteen (15) days following notification of recall from layoff, delivered by hand or email to the Employee's last email address and home address of record; abandons his/her position.

Article 4 – Salary Scales

4.01 SALARY INCREASES FOR 2016-2018

(a) Increase the pay rates and amend the Pay Scales for Police Support Staff as follows:

- Effective April 1, 2016: 0.5%
- Effective February 1, 2017: 1.3%
- Effective April 1, 2017: 0.5%
- Effective February 1, 2018: 1.3%
- Effective April 1, 2018: 0.5%
- Effective November 1, 2018: 1.3%

(b) Increase the pay rates and amend the Pay Scales for Sworn Members as follows:

- Effective April 1, 2016: 3.50%
- Effective April 1, 2017: 2.50%
- Effective April 1, 2018: 2.50%

(c) Parity (“Catch Up”) Increase for Sworn Members

Increase the pay rates and amend the pay scales for Sworn Members by an additional 1.89% to the First Class Constable rate to match the VPD First Class Constable as per the following schedule:

- Effective January 1, 2016: 0.63%
- Effective January 1, 2017: 0.63%
- Effective January 1, 2018: 0.63%

4.02 SALARY INCREASES FOR 2019

Effective April 1, 2019, TSML will increase the pay rates and amend the pay scales to reflect a general wage increase to TSML employees as follows:

- (a) Sworn Members will receive the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2019.
- (b) Police Support Staff will receive the equivalent wage increase as the TransLink/MoveUp Collective Agreement for the 2019-2020 Collective Agreement year (Ending March 31, 2020).

4.03 TPPA SALARY SCALES

Employees shall be paid based on the following pay scale:

Police Sworn Member Pay Scales

TSML TPPA SWORN SALARY SCALES AS OF January 1, 2016 - 2018

TSML SWORN (based on a 40 hour work week)

	Jan-16		Apr-16		Jan-17		Apr-17		Jan-18		Apr-18	
	0.63%		3.50%		0.63%		2.50%		0.63%		2.50%	
Pre-Recruit Constable	5,462	31.4037	5,653	32.5018	5,689	32.7088	5,831	33.5253	5,868	33.7380	6,015	34.5832
Recruit Constable	5,462	31.4037	5,653	32.5018	5,689	32.7088	5,831	33.5253	5,868	33.7380	6,015	34.5832
Designated Constable 4th Class	6,069	34.8936	6,281	36.1125	6,321	36.3425	6,479	37.2509	6,520	37.4866	6,683	38.4238
Designated Constable 3rd Class	6,448	37.0727	6,674	38.3721	6,716	38.6135	6,884	39.5795	6,927	39.8267	7,100	40.8213
Designated Constable 2nd Class	6,828	39.2575	7,067	40.6316	7,112	40.8903	7,290	41.9138	7,336	42.1782	7,519	43.2304
Designated Constable 1st Class	7,586	43.6156	7,852	45.1450	7,901	45.4267	8,099	46.5651	8,150	46.8583	8,354	48.0312
Designated Constable Level I	7,966	45.8004	8,245	47.4045	8,297	47.7035	8,504	48.8936	8,558	49.2041	8,772	50.4345
Designated Constable Level II	8,345	47.9795	8,637	49.6583	8,691	49.9688	8,908	51.2164	8,964	51.5384	9,188	52.8263
Designated Constable Level III	8,725	50.1643	9,030	51.9179	9,087	52.2456	9,314	53.5507	9,373	53.8899	9,607	55.2353
Sergeant Step 1	9,104	52.3433	9,423	54.1774	9,482	54.5166	9,719	55.8793	9,780	56.2300	10,025	57.6386
Sergeant Step 2	9,483	54.5224	9,815	56.4312	9,877	56.7877	10,124	58.2078	10,188	58.5758	10,443	60.0419
Sergeant Step 3	9,863	56.7072	10,208	58.6908	10,272	59.0587	10,529	60.5363	10,595	60.9158	10,860	62.4394
Staff Sergeant Step 1	10,242	58.8862	10,600	60.9445	10,667	61.3298	10,934	62.8649	11,003	63.2616	11,278	64.8427
Staff Sergeant Step 2	10,621	61.0653	10,993	63.2041	11,062	63.6008	11,339	65.1934	11,410	65.6016	11,695	67.2402

Police Support Staff Pay Scales

TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1 2016

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,558	15.6877	2,675	16.4052	2,760	16.9265	2,844	17.4416	2,958	18.1408	3,074	18.8522
2	2,792	17.1227	2,923	17.9261	3,013	18.4781	3,104	19.0362	3,230	19.8089	3,356	20.5816
3	3,046	18.6805	3,183	19.5206	3,287	20.1585	3,393	20.8085	3,526	21.6242	3,660	22.4460
4	3,329	20.4160	3,481	21.3482	3,586	21.9922	3,703	22.7097	3,847	23.5928	3,995	24.5005
5	3,628	22.2497	3,795	23.2739	3,918	24.0282	4,037	24.7580	4,193	25.7148	4,365	26.7696
6	3,968	24.3349	4,141	25.3959	4,276	26.2238	4,408	27.0333	4,583	28.1065	4,762	29.2043
7	4,330	26.5550	4,521	27.7263	4,664	28.6033	4,812	29.5110	5,001	30.6700	5,196	31.8659
8	4,727	28.9897	4,936	30.2714	5,092	31.2281	5,245	32.1664	5,460	33.4850	5,676	34.8097
9	5,153	31.6022	5,383	33.0128	5,556	34.0737	5,733	35.1592	5,957	36.5330	6,195	37.9926
10	5,629	34.5214	5,880	36.0608	6,068	37.2137	6,253	38.3483	6,499	39.8570	6,758	41.4453
11	6,140	37.6553	6,419	39.3663	6,625	40.6297	6,829	41.8808	7,102	43.5550	7,383	45.2783
12	6,706	41.1264	7,010	42.9908	7,235	44.3707	7,452	45.7015	7,749	47.5229	8,052	49.3812

Non Office

Building Service

Worker	3,329	20.4160	3,481	21.3482	3,586	21.9922	3,703	22.7097	3,847	23.5928	3,995	24.5005
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TSML TPPA CIVILIAN SALARY SCALES AS OF FEBRUARY 1, 2017

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,591	15.8900	2,710	16.6198	2,796	17.1473	2,881	17.6685	2,996	18.3738	3,114	19.0975
2	2,828	17.3435	2,961	18.1592	3,052	18.7173	3,144	19.2815	3,272	20.0665	3,400	20.8515
3	3,086	18.9258	3,224	19.7721	3,330	20.4222	3,437	21.0784	3,572	21.9063	3,708	22.7404
4	3,372	20.6797	3,526	21.6242	3,633	22.2804	3,751	23.0041	3,897	23.8995	4,047	24.8194
5	3,675	22.5380	3,844	23.5744	3,969	24.3410	4,089	25.0770	4,248	26.0521	4,422	27.1192
6	4,020	24.6538	4,195	25.7270	4,332	26.5672	4,465	27.3829	4,643	28.4745	4,824	29.5845
7	4,386	26.8984	4,580	28.0881	4,725	28.9774	4,875	29.8973	5,066	31.0687	5,264	32.2830
8	4,788	29.3638	5,000	30.6639	5,158	31.6329	5,313	32.5835	5,531	33.9204	5,750	35.2635
9	5,220	32.0131	5,453	33.4421	5,628	34.5153	5,808	35.6192	6,034	37.0052	6,276	38.4893
10	5,702	34.9691	5,956	36.5269	6,147	37.6982	6,334	38.8450	6,583	40.3721	6,846	41.9850
11	6,220	38.1459	6,502	39.8754	6,711	41.1571	6,918	42.4266	7,194	44.1192	7,479	45.8671
12	6,793	41.6600	7,101	43.5489	7,329	44.9472	7,549	46.2964	7,850	48.1423	8,157	50.0251

Non Office

Building Service

Worker	3,372	20.6797	3,526	21.6242	3,633	22.2804	3,751	23.0041	3,897	23.8995	4,047	24.8194
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TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1 2017

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,604	15.9698	2,724	16.7057	2,810	17.2331	2,895	17.7544	3,011	18.4658	3,130	19.1956
2	2,842	17.4294	2,976	18.2512	3,067	18.8092	3,160	19.3796	3,288	20.1646	3,417	20.9557
3	3,101	19.0178	3,240	19.8702	3,347	20.5264	3,454	21.1826	3,590	22.0167	3,727	22.8569
4	3,389	20.7840	3,544	21.7346	3,651	22.3908	3,770	23.1206	3,916	24.0160	4,067	24.9420
5	3,693	22.6484	3,863	23.6909	3,989	24.4637	4,109	25.1996	4,269	26.1809	4,444	27.2541
6	4,040	24.7764	4,216	25.8558	4,354	26.7021	4,487	27.5178	4,666	28.6156	4,848	29.7317
7	4,408	27.0333	4,603	28.2292	4,749	29.1246	4,899	30.0445	5,091	31.2220	5,290	32.4424
8	4,812	29.5110	5,025	30.8172	5,184	31.7923	5,340	32.7491	5,559	34.0921	5,779	35.4414
9	5,246	32.1726	5,480	33.6077	5,656	34.6870	5,837	35.7971	6,064	37.1892	6,307	38.6795
10	5,731	35.1470	5,986	36.7108	6,178	37.8883	6,366	39.0413	6,616	40.5745	6,880	42.1935
11	6,251	38.3360	6,535	40.0777	6,745	41.3656	6,953	42.6412	7,230	44.3400	7,516	46.0940
12	6,827	41.8685	7,137	43.7697	7,366	45.1741	7,587	46.5294	7,889	48.3815	8,198	50.2766

Non Office

**Building
Service**

Worker	3,389	20.7840	3,544	21.7346	3,651	22.3908	3,770	23.1206	3,916	24.0160	4,067	24.9420
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TSML TPPA CIVILIAN SALARY SCALES AS OF FEBRUARY 1, 2018

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,638	16.1783	2,759	16.9203	2,847	17.4600	2,933	17.9875	3,050	18.7050	3,171	19.4471
2	2,879	17.6563	3,015	18.4903	3,107	19.0546	3,201	19.6310	3,331	20.4283	3,461	21.2256
3	3,141	19.2631	3,282	20.1278	3,391	20.7963	3,499	21.4586	3,637	22.3049	3,775	23.1513
4	3,433	21.0538	3,590	22.0167	3,698	22.6790	3,819	23.4211	3,967	24.3288	4,120	25.2671
5	3,741	22.9427	3,913	23.9976	4,041	24.7826	4,162	25.5246	4,324	26.5182	4,502	27.6098
6	4,093	25.1015	4,271	26.1931	4,411	27.0517	4,545	27.8735	4,727	28.9897	4,911	30.1181
7	4,465	27.3829	4,663	28.5972	4,811	29.5048	4,963	30.4370	5,157	31.6268	5,359	32.8656
8	4,875	29.8973	5,090	31.2159	5,251	32.2032	5,409	33.1722	5,631	34.5337	5,854	35.9013
9	5,314	32.5896	5,551	34.0431	5,730	35.1408	5,913	36.2631	6,143	37.6737	6,389	39.1824
10	5,806	35.6069	6,064	37.1892	6,258	38.3790	6,449	39.5503	6,702	41.1019	6,969	42.7394
11	6,332	38.8328	6,620	40.5990	6,833	41.9053	7,043	43.1932	7,324	44.9165	7,614	46.6950
12	6,916	42.4143	7,230	44.3400	7,462	45.7628	7,686	47.1366	7,992	49.0132	8,305	50.9328

Non Office

**Building
Service**

Worker	3,433	21.0538	3,590	22.0167	3,698	22.6790	3,819	23.4211	3,967	24.3288	4,120	25.2671
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TSML TPPA CIVILIAN SALARY SCALES AS OF APRIL 1 2018

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,651	16.2580	2,773	17.0062	2,861	17.5459	2,948	18.0794	3,065	18.7970	3,187	19.5452
2	2,893	17.7421	3,030	18.5823	3,123	19.1527	3,217	19.7292	3,348	20.5326	3,478	21.3298
3	3,157	19.3612	3,298	20.2259	3,408	20.9005	3,516	21.5629	3,655	22.4153	3,794	23.2678
4	3,450	21.1581	3,608	22.1271	3,716	22.7894	3,838	23.5376	3,987	24.4514	4,141	25.3959
5	3,760	23.0593	3,933	24.1202	4,061	24.9052	4,183	25.6534	4,346	26.6531	4,525	27.7508
6	4,113	25.2241	4,292	26.3219	4,433	27.1866	4,568	28.0146	4,751	29.1369	4,936	30.2714
7	4,487	27.5178	4,686	28.7382	4,835	29.6520	4,988	30.5903	5,183	31.7862	5,386	33.0312
8	4,899	30.0445	5,115	31.3692	5,277	32.3627	5,436	33.3378	5,659	34.7054	5,883	36.0792
9	5,341	32.7552	5,579	34.2148	5,759	35.3187	5,943	36.4471	6,174	37.8638	6,421	39.3786
10	5,835	35.7848	6,094	37.3732	6,289	38.5691	6,481	39.7466	6,736	41.3104	7,004	42.9540
11	6,364	39.0290	6,653	40.8014	6,867	42.1138	7,078	43.4078	7,361	45.1434	7,652	46.9281
12	6,951	42.6290	7,266	44.5608	7,499	45.9897	7,724	47.3696	8,032	49.2585	8,347	51.1903

Non Office

**Building
Service**

Worker	3,450	21.1581	3,608	22.1271	3,716	22.7894	3,838	23.5376	3,987	24.4514	4,141	25.3959
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TSML TPPA CIVILIAN SALARY SCALES AS OF NOVEMBER 1, 2018

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,685	16.4665	2,809	17.2270	2,898	17.7728	2,986	18.3125	3,105	19.0423	3,228	19.7966
2	2,931	17.9752	3,069	18.8215	3,164	19.4041	3,259	19.9867	3,392	20.8024	3,523	21.6058
3	3,198	19.6126	3,341	20.4896	3,452	21.1704	3,562	21.8450	3,703	22.7097	3,843	23.5683
4	3,495	21.4341	3,655	22.4153	3,764	23.0838	3,888	23.8443	4,039	24.7703	4,195	25.7270
5	3,809	23.3598	3,984	24.4330	4,114	25.2303	4,237	25.9846	4,402	26.9965	4,584	28.1127
6	4,166	25.5492	4,348	26.6653	4,491	27.5423	4,627	28.3764	4,813	29.5171	5,000	30.6639
7	4,545	27.8735	4,747	29.1123	4,898	30.0384	5,053	30.9890	5,250	32.1971	5,456	33.4605
8	4,963	30.4370	5,181	31.7740	5,346	32.7859	5,507	33.7732	5,733	35.1592	5,959	36.5453
9	5,410	33.1784	5,652	34.6625	5,834	35.7787	6,020	36.9194	6,254	38.3544	6,504	39.8876
10	5,911	36.2509	6,173	37.8577	6,371	39.0720	6,565	40.2617	6,824	41.8501	7,095	43.5121
11	6,447	39.5381	6,739	41.3288	6,956	42.6596	7,170	43.9721	7,457	45.7322	7,751	47.5352
12	7,041	43.1809	7,360	45.1373	7,596	46.5846	7,824	47.9829	8,136	49.8963	8,456	51.8588

Non Office

**Building
Service**

Worker	3,495	21.4341	3,655	22.4153	3,764	23.0838	3,888	23.8443	4,039	24.7703	4,195	25.7270
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Job Group Listing

Non Office Staff

Building Service Worker

Job Group 2

Office Clerk

Job Group 5

Police Support Clerk
Student Communications Assistant*
Facilities Coordinator
Uniform and Equipment Coordinator
Communications Operator Trainee

Job Group 6

Finance Clerk
Recruiting & Training Assistant
Crime Analysis Assistant

Job Group 7

Fleet Maintenance Specialist
Court Clerk

Job Group 8

Police Communication Operator
CPIC Coordinator
Exhibits & Court Liaison
Quality Review Reader
Training Coordinator

Job Group 9

Team Leader Police Communications
Accounting Analyst
PRIME Administrator

Job Group 10

Crime Analyst

Job Group 11

Recruiting Coordinator

4.04 Police Support Staff Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic based on length of service except that such increases may be withheld for inadequate performance providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the Employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to Employees on probation. When in the opinion of the Employer, the Employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an Employee while he/she is on sick leave. After returning to work the Employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to Employees who qualify for an increase during all other leaves of absence without pay in excess of three months, except for maternity, paternity, and parental leave. Upon return to work an Employee will become eligible for the increase after qualifying in accordance with Article 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an Employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular Employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New Employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular Employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 10, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An Employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity, paternity, and parental leave.

An Employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

Staff whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the Employee's salary falls. No Employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

Staff who are promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No Employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) Staff who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) Staff whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 10.06 (a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

Article 5 – Premiums & Allowances

5.01 Shift Premiums

(a) Police Sworn Member Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Members shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

(b) Police Support Staff Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

5.02 First Aid Premium

In order to provide Employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which include the requirements of WorkSafeBC.

The Employer will encourage designated Employees to qualify for the First Aid Certificate and, in respect of those Employees, pay their required training and provide a pay allowance on hours worked only for holding valid Certificates as per (a) below.

(a) Designated Employees (Acting as Occupational First Aid Attendants, or their Back up, under WorkSafeBC Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

5.03 Training Premiums

(a) In training situations, where an Employee who does not have the responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

(b) Field Training Premium: Any Member who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in Article

5.03(a) plus an additional two and a half percent (2.5%) premium for all hours worked while conducting the training.

- (c) Firearms Trainer: The Member responsible for the overall supervision and conduct at the range during firearms range training activities is the designated range supervisor and shall be paid the rate of a supervisor.

5.04 Dog Handler Expenses/Allowance

- (a) All reasonable expenses, including feed expenses, incurred by the Dog Handler, will be reimbursed upon presentation of receipts by the Dog Handler.
- (b) A Member who is required to perform the duties of Dog Handler shall receive a specialist pay equivalent to five percent (5%) of the First Class Constable's rate of pay.
- (c) A Member designated by the Employer as the Senior Dog Handler will receive an additional two percent (2%) in excess of (b) above.

5.05 Clothing Allowances

Police Sworn Member Uniform Issue and Cleaning

- (a) All Members engaged in uniform duties shall have their uniforms provided without charge and the Employer agrees that it shall clean, launder, repair and provide all similar services necessary with respect to the upkeep of said uniforms without charge to the Members. Members who are required to wear business attire on occasion in the performance of their duties are eligible for cleaning services.
- (b) Cleaning service delivery (pick up and drop off) will be provided by the Employer at the member's reporting location.
- (c) Temporary Plain Clothes Duties: All Members assigned to duties where plain clothes are required on a temporary basis shall be compensated at a rate of \$ 5.00/day.
- (d) Permanent Plain Clothes Duties: All Members engaged in permanent plain clothes duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing to a maximum of \$ 1,500 per year. This reimbursement will be paid semi-annually.
- (e) All Members covered by this Article who are on sick leave, WorkSafeBC benefits or long term disability for more than for two (2) consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for a period of that absence.

5.06 Protective Clothing

Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

- (a) Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$125.00 for one (1) pair per year or \$250.00 per two (2) year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

- (b) It is understood that where safety shoes are not required and an Employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of Employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- (i) Footwear should be made of leather or other equally firm material.
- (ii) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (iii) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 6 – Benefit Plans

6.01 Medical Services Plan

The Employer will pay one hundred percent (100%) of the required premiums for Medical Services Plan coverage for Eligible Employees.

6.02 Extended Health Care Plan

Eligible Employees and their dependents are entitled to extended health care coverage through the Employer's Extended Health Care Plan on the terms and conditions of that plan. The plan contains a lifetime maximum of \$1,000,000 per person. Eligible expenses include but are not limited to:

- Vision Care: \$400 per person per twenty-four (24) month period towards eyeglasses, contact lenses or laser eye surgery and \$100 per person per twenty-four (24) month period towards the cost of eye examinations. Employees will not be required to copay any amount for this benefit.
- Hearing Care: \$1000 per person per five (5) year period per hearing aid. Additional coverage towards the cost of batteries and other hearing aid accessories and the maintenance of hearing aids. Employees will not be required to copay any amount for this benefit.
- Prescription Drug Coverage: Coverage of drugs as per the terms and conditions of the plan. Effective the date of ratification, prescription drug coverage includes oral contraceptives.
- Registered paramedical therapy services up to the following maximum amounts per person per calendar year:

a) Acupuncture	\$100
b) Chiropractor	\$750
c) Massage	\$750
d) Naturopath	\$250
e) Physiotherapist	\$750
f) Podiatrist	\$200
g) Speech Language Pathologist	\$100
- Psychological Services: \$3,000 per person per calendar year for psychological services.

Employees should contact the insurance provider and TransLink's benefits department for further information about their eligibility for coverage and eligible expenses under the plan.

6.03 Extended Dental Plan

Eligible Employees and their dependents are entitled to extended dental coverage under through the Employer's Extended Dental Plan on the terms and conditions of that plan. The plan will provide Eligible Employees with coverage equivalent to: Plan A (95% co-insurance);

Plan B (70% co-insurance) and Plan C (60% co-insurance with a maximum of \$5,000 of lifetime dental benefits per person covered.

6.04 Group Life Insurance

Eligible Employees may receive life insurance coverage under plans held by the Employer or the Union, as the case may be, on the terms and conditions of those plans:

- Basic Group Life Insurance
- Optional Life Insurance (Employee and Spouse)
- Voluntary Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Dependent Group Life Insurance

Information about your entitlement to coverage under the above plans, and the extent of that coverage, is available through TransLink's benefits department or the Union.

- 6.05 (a) The premium costs and dividends, where applicable, for the above plans outlined in Articles 6.01, 6.02 and 6.03 above shall be paid for one hundred percent (100%) by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

6.06 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for Employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

6.07 Transit Passes

All Employees, except casual Employees, are entitled to a yearly transit pass. In addition, one (1) free pass will be issued to the Employee's spouse or child.

Casual Employees shall be reimbursed for local journeys on the Employer's urban transit system between the Employee's home and the Employee's work location, or provided with a transit pass at the Employer's discretion.

Retired Employees with two (2) or more years of service and their spouse may at their discretion, receive a Compass Card for areas where TransLink operates an urban transit system.

An Employee shall surrender his/her pass upon termination of employment.

All Employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

6.08 Tuition Costs at the Justice Institute of British Columbia

Recruits attending mandatory training at the Justice Institute of British Columbia will pay the associated tuition costs up to a maximum of fifty percent (50%).

6.09 Police Sworn Member Parking

The Employer shall ensure that Members have a secure parking area at all future locations.

Article 7 Sick Leave, Short & Long Term Disability

7.01 Current Sick Leave Allowances

All Employees (except casual Employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by WorkSafeBC payments. The Employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the Employee will have a paid sick leave allowance of twenty-two (22) days set up which will be effective retroactive to the Employee's entered service date.
- (b) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief Employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

- (c) Sick leave entitlement is converted to hours based on eight (8) hours per day of entitlement. Medical/Dental appointments are subject to Article 8.27(d).
- (d) An Employee may use their Sick Leave Days or Attendance Bonus Days to cover their regular salary for the first thirty (30) days of Sick Leave.
- (e) An Employee may use their Sick Leave Days or Attendance Bonus Days to top-up their Short-Term or Long-Term Disability payments to one hundred percent (100%) of their regular rate of pay.
- (f) If the Employee returns to work from Short-Term or Long-Term Disability, the Employer will replenish any Sick Leave and Attendance Bonus Days used by the employee for top-up of Short-Term or Long-Term Disability at the beginning of the next year.

Attendance Bonus Days

- (g) Employees shall earn two (2) Attendance Bonus Days for each quarter in a calendar year during which the Employee has not claimed a paid Sick Leave day. Employees can also earn an additional two (2) Attendance Bonus Days for each calendar year which the Employee does not claim any paid Sick Leave. Attendance Bonus Days can be banked to a maximum of 50 (fifty) working days. Use of Attendance Bonus Days is governed by 7.01.

7.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the Employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the Employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1st of that year as determined by his/her length of service.

7.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

7.04 Past Service Credits

All Employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All Employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for Employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

7.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an Employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An Employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the Employee's physician prior to return to work, the Employer may require such an examination.
- (c) An Employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the Parties in order to establish that the Employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this Article.

The Employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the Employee is medically fit to perform his or her normal duties, prior the Employee returning to work.

The Employer shall give reasonable notice to any Employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an Employee's absenteeism is excessive, it may require the Employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the Employee before it invokes this right and will discuss the matter with the Union at its request.

7.06 Sick Leave Recovery

An Employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an Employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third Party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the Employee with the number of sick days equivalent thereto.

7.07 Short-Term Disability Plan

The Employer will assume the cost and administration of a short-term disability (STD) plan. The terms of the plan will be determined by the Employer, however, eligible Employees will receive sixty-five percent (65%) of their weekly earnings up to a maximum of \$1500 per week. Benefits received under the STD plan are taxable to the Employee.

7.08 Long-Term Disability Plan

Except for casual Employees, all Employees with three (3) or more months' service must enroll in the Union's long-term disability plan. The terms of the plan are determined by the Union. The administration of the plan is the Union's responsibility. Employees will pay one hundred percent (100%) of the premium costs associated with the plan.

The Employer will withhold the premium costs from Employees' pay and remit same to the Union.

7.09 Supplement to Long-Term Disability Benefits

Until an Employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of thirty percent (30%) of normal straight-time earnings during the period in which the Employee is receiving Short-Term or Long-Term disability benefits. Once an Employee's sick leave is exhausted, the Employee may top-up their Short-Term or Long-Term disability benefits through their other available banks.

The Employer will continue to pay one hundred percent (100%) of an Employee's benefit plan premium while receiving Short-Term or Long-Term disability benefits.

7.10 WorkSafeBC Supplement

Employees receiving benefits from WorkSafeBC will have WorkSafeBC payments supplemented by the Employer, so that the Employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7.5) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the Employee receives compensation from WorkSafeBC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

7.11 WorkSafeBC Advance

Employees receiving benefits from WorkSafeBC will be paid an advance equal to their base hours (i.e. seven and one-half (7.5) hours in the case of most Employees in the bargaining unit) times their hourly wage times seventy-five percent (75%) for each full day the Employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

An Employee whose WorkSafeBC claim is denied, even if the claim is being appealed, will cease receiving advances.

The Employee whose claim is denied must apply for benefits under the Sick Leave and/or the LTD provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the Employee's pay in not more than ten (10) consecutive pay periods and at no less than one hundred dollars (\$100) per payment (or ten percent (10%) of the Employee's wages, whichever is less). If the outstanding balance to be repaid is less than one hundred dollars (\$100), the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the Employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding WorkSafeBC advance will be recovered from the Employee's final pay.

7.12 Recovery of Benefit Plan Costs

An Employee on leave of absence without pay, for reasons other than sick leave or maternity/parental/paternity leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of benefit plans as outlined in Articles above in respect of that month.

Employees who are on leave of absence in accordance with Article 1.04 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the Employee.

Article 8 - Vacations, Statutory Holidays & Leaves of Absence

8.01 Vacation

Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

8.02 Year-of-Hire Vacation Entitlement

Employees hired between January 1st and May 31st inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

8.03 Annual Vacation Entitlements

An Employee shall earn his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may take his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of six percent (6%) of gross earnings less any pay actually received for vacation taken.

- (b) Vacation Entitlements

In the calendar year of:

Police Sworn Member

*1 st – 7 th anniversary	-	120 hours
8 th – 15 th anniversary	-	160 Hours
16 th – 22 nd anniversary	-	200 Hours
23 rd and later anniversary	-	240 Hours

It is understood this increase in vacation entitlement will not result in additional costs to TSML. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to TSML.

Police Support Member

*1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An Employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) vacation days (Staff) or 280 hours (Members) has been reached.

8.04 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
 - (1) an Employee's rate of pay at the time the vacation is taken; or,
 - (2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings, excluding vacation differential. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.
- (ii) Deferred and Banked vacation will be paid at the Employee's rate of pay at the time the vacation is taken and will not attract any vacation differential over and above that already paid in the year that the vacation was earned.

8.05 Past Service Credits

All Employees entering the Employer's service on November 06, 1985 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All Employees entering service with the Employer after November 06, 1985 will receive credit for all past service with the Employer (including BCT, MTOC service for Employees transferred on November 06, 1985) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

8.06 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

8.07 Statutory Holidays During Vacations and Leaves of Absence

An Employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

8.08 Relieving on Higher-Grouped Job

If an Employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an Employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

If an Employee is in a temporarily promoted (acting) position in a higher grouped job (does not apply to WSE assignments) at the time that he/she goes on STD or LTD, their salary will revert and be paid at their previous substantive rate of pay.

8.09 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, STD, LTD or an Employee receiving benefits from WorkSafeBC.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an Employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an Employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one-twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, WorkSafeBC, maternity/paternity/parental leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

8.10 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an Employee is absent from work on sick leave or WorkSafeBC immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that Employee at the time he/she originally scheduled his/her vacation. In order to qualify for such

rescheduling the Employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two (2) day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an Employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the Employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or WorkSafeBC Benefits.

In order to request rescheduling of vacation under this provision, the Employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the Employee would have been physically unable to perform his/her assigned duties.

- (b) Any Employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the Employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the Employee is required to be in attendance, during his/her vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer; and
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual Agreement of the Employee and his/her Supervisor.

8.11 Statutory Holidays

For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

- 8.12 In recognition that statutory holidays may be scheduled work days for shift workers, Employees will be scheduled off for up to twelve (12) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period time. The Employer may, at its discretion, permit the banking of such statutory holidays which will be taken off at a time that is mutually agreed upon by the Employee and Supervisor. Any statutory holiday time that is not taken by

December 31 of each year will be paid out not later than the second full pay period following the applicable year of entitlement.

- 8.13 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with Article 8.11, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by Employees either individually or in groups at the Employer's discretion.
- 8.14 An Employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7.5) hours for each statutory holiday (or any day in lieu thereof granted under Article 8.13 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on ATO or on approved leave of absence not exceeding ten (10) working days. Employees on STD/LTD but who are working full-time on a modified or light duties capacity will be considered "at work" under this provision and, subject to any other restriction in this Article, will receive statutory holiday pay.
- 8.15 In addition to the provisions of Article 8.14 all time worked on statutory holidays shall be paid at double time rates, except as provided in Article 8.16.
- 8.16 Shift workers as listed in Article 13.08 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1.5) for those days. Shift workers will be paid at two hundred percent (200%) for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.
- 8.17 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive two hundred percent (200%) and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 8.18 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 8.13 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 8.13 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an Employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.
- 8.19 Bereavement Leave
- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an Employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.

- (b) If an Employee is on annual vacation or banked statutory holidays at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

8.20 Special Leave

Any Employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an ATO day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an Employee has banked time available, such leave will be deducted from the bank of the Employee's choice.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

8.21 Court Leave

When a regular Employee, other than Employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the Employee's private affairs, Leave of Absence without pay may be granted.

8.22 Educational Leave

An Employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an Employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

8.23 Maternity Leave (must be read in conjunction with Articles 8.24 and 8.25)

- (a) A pregnant Employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (i) beginning
 - (1) no earlier than eleven (11) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and

- (ii) ending
 - (1) no earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
 - (2) no later than seventeen (17) weeks after the actual birth date.
- (b) Note that the “unpaid leave” contemplated by this Article may be supplemented by Employer paid top-up benefits as per Article 8.24, below.
- (c) An Employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (d) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (e) A request for leave must:
 - (i) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
 - (ii) be given to the Employer at least three (3) weeks before the day the Employee proposes to begin leave.
- (f) An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the Employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (g) Should the Employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the Employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the Employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.
- (h) Where an Employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

In cases of special circumstances an Employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a certificate of a medical practitioner stating that the Employee is able to resume work.

- (j) On return from maternity leave, the Employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's pregnancy or maternity leave unless the Employee is absent for a period exceeding the permitted leave.
- (l) When an Employee on maternity leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an Employee fails to return to work after giving notice, the Employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another Employee from within the department; or
 - (ii) changing the status of the temporary Employee who relieved the Employee on maternity leave.
- (m) An Employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the Employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per Section 8.23(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the Employee ceases work. Seniority will be calculated as at the date she ceases work. The Employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

8.24 Maternity Leave Supplemental Unemployment Benefit (SUB) Plan

The objective of the SUB Plan is to supplement the Employment Insurance (EI) benefits received by regular Employees with a minimum of one (1) year of service, who are on approved maternity leave pursuant to Article 8.23(a) of the Collective Agreement and who have given birth.

- (a) The SUB Plan will come into effect thirty (30) days after authorization for the SUB Plan is received from Employment and Social Development Canada (ESDC). It will remain in effect until the expiration date of this Collective Agreement.
- (b) Eligible Employees will be paid a maximum of seventeen (17) weeks of top-up benefits under the SUB Plan.
- (c) The top-up shall be to one hundred percent (100%) of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
- (d) The first stage of top-up (currently the two week EI waiting period) is subject to proof that the Employee has filed a claim for EI benefits and is serving the EI waiting period.
- (e) The second stage of the top-up (following the two-week EI waiting period) is subject to the Employee submitting proof of receipt of EI benefits during the applicable period.
- (f) Regular earnings for purposes of this Article are defined as the Employee's base rate earnings for her regular job (not necessarily the job she is in when commencing maternity leave) and do not include any premium payments.
- (g) The Employer's contributions pursuant to the foregoing shall not reduce the Employee's paid sick leave allowances or any other of the Employee's time off entitlements.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI and therefore should expect to receive some or all of the Employer top-up retroactively.
- (i) The Maternity Leave SUB Plan will not reimburse Employees for EI "clawbacks".
- (j) Employees do not have a right to SUB Plan benefits except for supplementation of maternity leave benefits under the Employment Insurance Act.
- (k) The Employer will inform Employment and Social Development Canada (ESDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

8.25 Parental Leave

- (a) An Employee who requests parental leave is entitled to:
 - (i) for a birth mother who takes leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the maternity leave provisions unless the Employer and Employee agree otherwise,
 - (ii) for a birth mother who does not take leave under the maternity leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52)

weeks after the event,

- (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
- (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the Employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the maternity leave provisions and the parental leave provisions of this collective Agreement is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Articles 8.24 and 8.25.

The Employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

8.26 Paternity Leave

An Employee shall be granted a leave of absence and shall be compensated at his/her regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his/her regular working day.

8.27 Leave of Absences

- (a) Subject to operational requirements, Employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an Employee has more than three (3) years' service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five (5) years.

- (b) Except by Agreement between the Employer and the Union, Employees who have banked time will be required to use all of their banked time before they are eligible to take a leave under this clause.
- (c) Subject to operational requirements, up to two (2) weeks leave of absence without pay per year will be granted to regular Employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling.
- (d) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an Employee to schedule such appointments in the above mentioned manner, the Employee will have such leave deducted from any banked time that is available to that Employee. Where an Employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the Employee to reschedule a medical or dental appointment that conflicts with operational requirements.

8.28 Public Office Leave

Leave of absence without pay will be granted to Employees who:

- a) Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- b) Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual Agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

Article 9 – Probation

9.01 Police Support Staff

All Staff hired are considered probationary until successful completion of 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year (the “Probationary Period”), whichever comes first.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union.

The Employer will endeavor to advise the probationary Employee of any performance deficiencies throughout the Probationary Period. A week before the expiry of the Probationary Period, the Supervisor will conduct a performance rating of the Employee and either confirm the appointment or terminate the Employee. Notwithstanding the previous sentence a Supervisor may terminate the Employee any time during the Probationary Period where the Supervisor determines that such Employee is unsatisfactory. Any such terminations are subject to the grievance procedure.

9.02 Police Sworn Members

All Members will serve an eighteen (18) month probationary period (the “Probationary Period”). During the Probationary Period, Members will be referred to as Probationary Members. The Probationary Period for recruits commences on the first day of Block I training at the JIBC.

Probationary Members that must complete basic training will do so during the Probationary Period.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union. Where such extension is required, the Employer will give the Union and the Probationary Member written notice of the reasons for same.

The purpose of the Probationary Period is to determine the suitability of the Probationary Member for continued employment. During the Probationary Period, the Probationary Member’s supervisor will evaluate his or her performance and provide the Probationary Member with feedback on performance issues.

The employment of a Probationary Members may be terminated during the Probationary Period if it can be satisfactorily shown that the Probationary Member is unsuitable for continued employment. Suitability shall be determined on the basis of factors such as:

- (a) Conduct;
- (b) Quality of work;
- (c) Ability to work harmoniously with others; and
- (d) Ability to meet the operational and administrative standards set by the Employer.

Any terminations of Probationary Members during the Probationary Period are subject to the grievance procedure.

If a Probationary Member successfully completes the Probationary Period and continues in his or her employment as a Member with the Employer, the member's length of service for all purposes will be his or her date of hire as a Probationary Member.

Article 10 – Employment, Transfer & Termination

10.01 Police Support Staff - Hiring Rates

New Staff will be hired at the minimum rate for the job, except that the Employer may hire up to the top of the salary range, at its option, to recognize related experience.

10.02 Employee Listing

The Employer will provide the Union monthly with a list of all Employee hiring's, transfers, promotions and terminations.

10.03 Permanent Promotions

- (a) When an Employee is promoted he/she will receive an increase of five percent (5%) on his/her base rate (or five percent (5%) per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an Employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the Employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an Employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.

- (c) When an Employee is promoted from a position he/she has taken under the provisions of Article 10.06(b) or (c) the following salary policy will apply:
 - (i) If the Employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with Article 10.03(a) above.
 - (ii) If the Employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the Employee remained on that higher job group level.
 - (iii) If the Employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of Article 10.03(c)(ii) and then the provisions of Article 10.03(a).

10.04 Temporary Promotion

- (a) Should an Employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the Employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (d) Should an Employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (e) If a temporary promotion is three (3) groups or less above the Employee's current level his/her promotional increase will be determined by Article 10.03(a). If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (f) A statutory holiday shall be considered a working day in determining a promotion.
- (g) A temporarily promoted Employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an Employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the Employee returns to his/her regular job. The salary at which the Employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An Employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of Article 10.03(a).
- (h) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

10.05 Lateral Transfers

When an Employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the Employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the Employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an Employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

10.06 Demotions

- (a) Employees may be required to temporarily perform work normally performed by Employees in lower grouped jobs provided such Employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.

- (b) In the case of a demotion directly ascribable to the Employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the Employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the Employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the Employee will receive the general increases that accrue to his/her lower job grouping.

- (c) Any Employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the Employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:

- (i) Regular Employees must accept retraining as provided by the Employer without cost to the Employee for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
- (ii) Regular Employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
- (iii) Regular Employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
- (iv) The Union may waive job postings to facilitate transfers of Employees.

10.07 Eligibility for Job Competitions

- (a) An Employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular Employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the Employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

10.08 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under TPPA jurisdiction, shall be given to TPPA Members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular Employees.
- (b) Full-time temporary Employees and casual Employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

10.09 Job Posting

- (a) All TPPA job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With Agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the Employee selected to fill the vacancy, existing job title and Employee number of successful applicants for the job vacancies under TPPA jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or

vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.

- (d) In making job selections and promotions under the foregoing, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (e) Non-TPPA bargaining unit Employees on the Employer's regular staff may also apply for jobs covered by this agreement but in such instance preference shall be given to Employees in accordance with this Article.
- (f) Although selection of Employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for posted vacancies within the bargaining unit upon request to the local Human Resources Offices.

10.10 Temporary Vacancies

- (a) Nothing in this Article prohibits the Employer from filling vacant Member positions or assignments with Actors for periods of up to twelve (12) months.
- (b) It is the intent of the Parties that temporary Staff vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Article 10.09(d) from those Employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an Employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, the Employer will consider filling such vacancies from among current Employees prior to hiring from outside.
- (d) Where a regular Employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that Employee shall retain all rights and benefits of a regular Employee including all rights to their regular position.

10.11 Where an Employee has been selected to fill another position, the Supervisor concerned shall release the Employee as expeditiously as possible after being notified of the transfer by the Manager, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the Employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the Employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 11 - Job Descriptions and Evaluations

11.01 Job Evaluation

It is the intent of this Article that all jobs will be evaluated consistently and equitably using the Employer's Job Evaluation plan. The Union will be consulted about the contents of the Employer's Job Evaluation plan, which may be amended from time to time.

The Employer will inform the Union of jobs under evaluation. The Union will be afforded the opportunity to provide input during the evaluation process, and with respect to proposed changes to job descriptions.

The Union may request a job evaluation review by informing the Manager, Human Resources. The Employee and Union will be advised of the outcome of the job evaluation review, in writing, at the earliest opportunity.

11.02 Job Evaluation Appeal

In the event that the Union is dissatisfied with the outcome of a job evaluation, the Union may request resolution through the Job Evaluation Appeal process.

Job Evaluation appeals will be resolved by a Standing Arbitrator. The Union and Employer will jointly select the Standing Arbitrator on the basis of his/her expertise in job evaluation, and will share equally in his/her costs.

The Employer will submit the outcome of the job evaluation process to the Standing Arbitrator, with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on the job review by the Arbitrator if required. The Arbitrator's decision will be final and binding.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

11.03 In the case of an ungrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event the Union initiates an appeal within twenty (20) working days following a review by the Employer, and the Union is successful in receiving an ungrouping, the effective date of such ungrouping shall be the date on which the review was initiated.

Article 12 – Work Hours

12.01 Police Sworn Members Work Hours

The work year shall be the equivalent of 2080 hours. Working hours shall be the equivalent of forty (40) hours per calendar week.

- (a) In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation. In the case that the Employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 5.01(a).

12.02 Police Sworn Members Work Day

- (a) The work day shall be any ten hours and thirty minutes (10.5 hours) for Members, working a schedule of 4 days on and 3 days off in a calendar week.
- (b) The work day shall be twelve hours (12 hours) for Members, working a schedule of 4 days on and 4 days off.
- (c) The work day shall be eight hours and thirty minutes (8.5 hours) for Members working a 5 days on 2 days off schedule. Work day schedules of this nature require agreement by the Union through a letter of agreement for specific Member assignments.

12.03 Police Sworn Members ATO

- (a) Members working the shift schedule set out in 12.02(a) above will earn 104 hours of ATO annually. These Members must schedule ATO annually.
- (b) Members working the shift schedule set out in 12.02(b) above will earn an average of 104 hours of ATO annually. These Members must schedule ATO annually.
- (c) Members may take ATO as discretionary time as it is earned except where approved by the Employer. Members with a positive ATO balances as of June 30 will be allowed to carry forward 96 hours of ATO Any hours in excess of 96 will be paid out the following pay period.

A member with a negative ATO balance in excess of 24 hours will have their bank reconciled to negative 24 hours as of June 30.

12.04 Police Support Staff Work Hours

The hours of work for all Staff, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7.5) hour days and shall receive seventeen (17) days a year ATO.

- (b) ATO days will be scheduled to allow Employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to Article 12.04(g) below, will an Employee be scheduled off less than seventeen (17) days per calendar year in service. ATO days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Article 8.27(d) and Article 8.20.
- (c) Standard and authorized variations will be as follows:
- (i) Starting time – Standard 08:00
Authorized Variation 06:00 – 10:30
- (ii) Lunch break – Standard – per current local practice
Authorized Variation – one-half (0.5) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.
- (iii) Work Week – Standard – Monday through Friday
Authorized Variation – Monday through Saturday positions as agreed to by the Parties.
- (iv) Application – Standard – to be taken in the pay of ATO period in which earned, but shall not conflict with essential departmental requirements.
Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond fifteen (15) days must be taken off*, however any deferred days may be used for:
- (a) Sick leave supplement,
- (b) Pay-out on termination,
- (c) To cover for leaves of absence pursuant to Article 8.27(d) and Article 8.20 pay-out under exceptional circumstances by Agreement of the Parties, at rates of pay current at the time of pay-out.
- * This requirement is not “Subject to Departmental Requirements”.
- (d) Pre-scheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual Agreement. Union to consider sign-up criteria.

- (e) ATO will apply only to full-time regular Employees. Except for newly hired Employees and terminating Employees, a person's ATO allowance will be earned by full-time regular Employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's ATO allowance on the basis of one-ninth (1/9) of that period's ATO allowance for each day worked during that period.

An equivalent percentage payment of ATO will apply to non-full-time regular Employees.

- (f) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of thirty (30) continuous days will not earn their leave for the period they are absent in excess of thirty (30) days.

12.05 Meal breaks for the following work hours will be as follows:

- (a) A seven and a half (7.5) hour work day will include two paid fifteen (15) minute rest breaks.
- (b) A eight (8) – nine (9) hour work day will include one (1) paid thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks.
- (c) A nine (9) – ten and a half (10.5) hour work day will include one (1) paid forty-five (45) minute meal break and one (1) twenty (20) minute rest break.
- (d) An eleven (11) – twelve (12) hour work day will include one (1) paid forty-five (45) minute meal break and two (2) twenty (20) minute rest breaks.

Article 13 - Shift Work and Non-Standard Hours

13.01 Police Sworn Member Annual Vacation Sign-up

Commencing with the 2015 vacation year, Members shall sign-up for annual vacation, in seniority order by their squad (i.e. the Employer shall establish the vacation blocks that it is prepared to make available for each shift and Members shall select their vacation time off within their shift on that basis). For clarity, "squad" means a group of Members who report to the same location under the same Sergeant.

The vacation sign-up for the next year's vacation year shall take place in December of the current year.

Staff Sergeants, Sergeants and Acting Sergeants will sign for their vacation by shift ensuring that at least one Substantive Sergeant or Staff Sergeant is on duty at all times.

13.02 Police Sworn Member Transfer Process

The process by which Members may request squad changes will be as follows:

- (a) Members may make a written request to permanently change shifts.
- (b) Requests must be sent to the NCO for review and recommendation to Inspector, Operations (or designate).
- (c) Member requests for a permanent squad change will be considered if the following criteria are met: a) an opening exists on the requested squad; and b) placement of the Member on the requested squad will not disturb the balanced functional makeup of that squad.
- (d) Seniority shall apply when two (2) or more Members request the same squad change and the balanced functional makeup of the requested squad will be maintained irrespective of whom receives the squad change.
- (e) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.

13.03 Police Sworn Member Balancing of Squads

The process by which the Employer may rebalance the squads will be as follows:

- (a) When the Employer intends to change the deployment of one (1) or more Members from one squad (i.e. start time, location etc.) to another in order to maintain the balanced functional make-up of the squads, the NCO's will be requested to canvass Members on their squads in order to seek volunteers willing to do so.

- (b) The NCO's shall make a recommendation to the Inspector, Operations (or designate) regarding how such re-deployment should be accomplished. The Inspector, Operations shall finalize the re-deployment.
- (c) Seniority shall apply under (b) when too many Members volunteer, and the balanced functional makeup of the squads will be accomplished irrespective of whom from among this group is re-deployed.
- (d) Reverse order of seniority shall apply under (b) when there are an insufficient number of volunteers to complete the re-deployment, provided always by so doing that the balanced functional makeup of the squads is maintained.
- (e) Thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a permanent basis (i.e. change to squad). This notwithstanding, the permanent re-deployment may occur sooner with the Agreement of the affected Member(s). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (f) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.
- (g) Except as set out below under (h) below , thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a temporary basis (i.e. change to start time). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (h) The notice periods set out above in (e) and (f) may be waived by mutual Agreement.

13.04 Police Sworn Member Unexpected or Emergent Situations

Forty-eight (48) hours' notice shall be given in the case of temporary squad adjustments for unexpected or emergent situations. Overtime rates will be paid for that portion of said notice period that is not given. Where possible, adjustments will be made using volunteers followed by persons with the least seniority.

13.05 Police Sworn Member returning to Patrol from a non-patrol assignment will return to a squad as follows:

- (a) With appropriate advance notice indicate in writing to HR and Operations management their desired patrol squad assignment.
- (b) HR and Operations will plan to accommodate the Member's desired squad by planning assignment to that squad.
- (c) In the circumstance that there is no vacancy on the particular squad, management will canvass for volunteers to vacate for assignment.

- (d) Where there is no voluntary movement, Management will look to create the vacancy through reverse seniority reassignment. This will only apply if the Member has indicated moving back to the squad they vacated prior to their non-patrol assignment.

13.06 Police Support Staff Shift Work

The following jobs are authorized for non-standard hours of work:

Shift Job List

Quality Review Reader
Crime Analyst

Police Communications Operator
Police Support Clerk
Exhibits & Court Liaison

Positions may also be added to this list by mutual Agreement between the Employer and the Union.

13.07 Where Staff work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift Employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing seventeen (17) days a year ATO in lieu of the thirty-five (35) hour week.
- (ii) ATO days will be scheduled in conjunction with days off to allow shift Employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7.5) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An Employee who does not receive 104 days off (excluding ATO days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to mid shift but may be varied or staggered for different Employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

13.08 Staff Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular Employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual Agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the Agreement, the Union agrees to discuss the issue of re-assigning Employees for cross training purposes.

13.09 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Article 8, the Employer may request an Employee to temporarily change his/her shift or work overtime.

When shift Employees' shifts are changed, thirty-six (36) hours' notice will be provided prior to the commencement of the new shift and the following will apply:

(a) Shift Change

- (i) Shifts commencing outside the thirty-six (36) hours, no penalty.
- (ii) Any shift commenced inside the thirty-six (36) hours' notice (notice to be confirmed in writing) will be paid at overtime rates.

(b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.

- (i) An Employee who works their signed shift as well as a portion of an absent Employee's signed shift will be paid overtime for all hours in excess of seven and a half (7.5) hours.
- (ii) In the seven and a half (7.5) hours worked any that coincide with the Employee's signed shift will be paid at straight time. All hours worked that fall outside the Employee's signed shift will be paid at overtime rates.

Article 14 – Overtime, Call-out, Standby and Telephone Consultation

14.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to Employees available and able to perform the work. First consideration shall be given to Employees within the job category.

- (a) One and one half (1.5) times an Employee's base rate shall be paid for hours worked in excess of their regularly scheduled shift for the first (1st) hour so worked. All hours worked beyond that point will be paid at two hundred percent (200%).
- (b) All work on an Employee's scheduled days off shall be paid at two hundred percent (200%).
- (c) Employees will not be eligible for OT claims until they have worked thirty (30) minutes after the end of a regular shift.
- (d) Employees who work overtime may transfer to an overtime leave bank up to one hundred percent (100%) of the overtime hours they earned to be taken as time off in lieu of wages, provided that no Employee may have in their bank more than a total of ninety-six (96) hours at any one time. Where the bank is reduced, the bank can be refilled up to the ninety-six (96) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the Employee's Supervisor. Any time remaining in an Employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the Employee will be permitted to bring his/her bank to the ninety-six (96) hour maximum.
- (e) An Employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An Employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7.5) hours in a work day where such excess hours worked are the result of a change in an Employee's signed up shift schedule.

14.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an Employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an Employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.

- (c) An Employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see Article 13.06).
- (d) Where an Employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (0.5) hour unpaid meal period will be allowed.

An Employee will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
 - (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
 - (iii) where an Employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
 - (iv) Meal allowances shall be in accordance to the Employers Travel & Expense Claim Policy.
- (e) Where work is prescheduled for normal days off and Employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed seven and one-half (7.5) hours per day.
- (f) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (g) Where an Employee is required to work unscheduled overtime, the Employer will, on request of the Employee, pay reasonable costs for alternative transportation home under the following conditions:
 - (i) Provided that normal means of transportation is not available.
 - (ii) Where Employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - (iii) For purposes of this clause, "unscheduled overtime" is defined as that

overtime occurring where an Employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.

- (h) Each Employee shall have at least eight (8) consecutive hours free from work between each shift worked.

14.03 Reporting at Non-Regular Centre

If an Employee is required to report for his/her regular day's work at a centre other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

14.04 Minimum Paid Periods

If an Employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (0.5) hour. Time worked beyond the first one-half (0.5) hour of overtime will be recorded to the next higher quarter (0.25) hour. The applicable clause may be invoked with respect to meal intermissions. If the Employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An Employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

14.05 Standby Duty and Telephone Consultation

- (a) Standby Duty (Court Liaison)

An Employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an Employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No Employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

- (b) Investigative Phone Calls

An off duty Employee responding to a telephone call or other electronic communication from the Employer or outside source, such as Crown Counsel, witnesses or informants, of one (1) hour or less but fifteen (15) minutes or more, related to an

investigation that involves the Employee but requires a General Occurrence Report, supplement or other documentation, shall be entitled to compensation of one and one half hour (1.5) of their regular hourly rate of pay. In the event the telephone call or other electronic communication goes beyond one (1) hour the off duty Employee shall be compensated at two times their regularly hourly rate of pay for the time spent beyond the first hour. Claims for compensation under this provision are subject to approval by the Employee's supervisor.

Phone calls and other electronic communications of an administrative nature shall not trigger this provision unless the call or communication is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Employee's Staff Sergeant.

14.06 Call-out Provisions

(a) Minimum Compensation

An Employee called to work during off-scheduled hours on a normal day off shall be paid overtime rates for a minimum of three (3) hours beginning at the time he/she reports ready for duty. When call-outs run into a normal shift the minimum call-out provision will not apply.

(b) Meals

Where an Employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (0.5) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 14.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive two hundred percent (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an Employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

Article 15 - Court Time Compensation

- 15.01 For the purposes of this Article, "Court" includes any Provincial or Supreme Court or any tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board or labour arbitrations where the Union or an Employee covered by the Union's bargaining certificate are parties to the matter. "Court" does not include a disciplinary proceeding or public hearing under the Police Act where, as a result of the disciplinary proceeding or public hearing, a Member is found guilty of an offence under that Act.

Compensation for attendance at Court by a Member, where that attendance is the result of the Member's duties as a police officer with the Transit Police, will be granted in accordance with the following schedule.

Duty Hours	(A) Morning Session Commences before midday break	(B) Afternoon Session Commences after midday break
On Duty	0	0
Court or Crown interview continues after/ beyond duty hours	Extended Duty Rates Apply	Extended Duty Rates Apply
Pre-court Crown Interview – same day	Pre-court time plus 30 minutes	Pre-court time plus 30 minutes
Shifts ending before midnight*	4	4
Shifts ending after midnight	6	4 (6 if first appearance)
Weekly Leave	8	6 (8 if first appearance)
Annual Vacation**	20	20
Maternity Leave	4	4
WorkSafeBC Leave	0	0
Former Members otherwise uncompensated & Members on Leaves of Absence***	4	4

* Compensation for court sessions that start before the midday break and continues after the midday break is compensable from both columns (A) and (B).

**Court attendance on annual vacation will be compensated to a maximum of 20 hours per day. Must obtain authorization of Inspector in advance.

*** The applicable rate of pay for a Member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such Member at that date of resignation, retirement or commencement of unpaid leave. Any Member who is paid under this Article shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

15.02 De-Notification

A Member will receive a minimum of sixteen (16) hours' notice of cancellation of a Court appearance, failing which the Member will receive the compensation set out in this Article. De-notifications may be communicated to a Member by voice-mail message to a Member's work telephone.

Article 16 – Police Sworn Member Mandatory Training & Increment System

16.01 Increment Eligibility & Process

Requirements for increments are as follows:

- (a) All Members shall make available to the Employer four (4) of their scheduled weekly leave days each calendar year for the purposes of training and increment credit, to be compensated as described in this Article. The Employer will determine the type of training and the number of training days required, and the training days will be scheduled by the Employer a minimum of thirty (30) calendar days in advance of the training.
- (b) Scheduled training sessions are mandatory for all Members including those who have opted out of the increment system or have achieved their highest increment level. Training sessions will not exceed eight (8) hours.

For Members who are in the Increment System

- (c) Members who are in the Increment System must attend all training sessions for which they have been scheduled in order to receive and maintain an existing increment level or to be eligible for a higher increment.
 - (d) Compensation for the four (4) days of training shall be in the form of banking days in the Increment Bank instead of compensation in the form of pay or time off in lieu of pay. Each training day will be placed in an Increment Bank that will be applied toward receiving an incremental increase should years of service and the required Increment Banks days be met. Hours in the increment bank can only be applied to incremental pay increases as set out in (i), (ii) and (iii) below. The Increment Bank cannot be used for time off or pay
- (i) Constable 1st Class Increment

The increment table for Constables 1st Class at 10, 15 and 20 years of service in the rank is listed below. Constables must also write and pass an Increment Exam for each increment. The Increment exam will be offered by the Training Department. The pass mark for the exam is sixty-five percent (65%).

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
10	36 Days	105%
15	20 Days	110%
20	20 Days	115%

- (ii) Sergeant Increment

The increment table for Sergeants at 3 and 6 years of service in the rank is listed below. Sergeants must also complete a Leadership development

program (developed in consultation with the Union) to receive the 3 year increment increase:

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
3	12 Days	125%
6	12 Days	130%

(iii) Staff Sergeant Increment

The increment table for Staff Sergeants at 1 years of service in the rank is listed below. Staff Sergeants must also complete a Senior Management Leadership program (developed in consultation with the Union) to receive the 1 year increment increase.

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
1	4 Days	140%

Where an Employee acted on a continuous basis for a period of up to one (1) year in the rank of Sergeant or Staff Sergeant immediately prior to becoming confirmed at that rank they will receive credit for the time spent continuously acting in the rank towards the time requirement for increments within that rank upon being confirmed.

For Members who are not in the Increment System

- (e) Members may opt out of the Increment System at any time. Members may also be deemed to have opted out when they achieve their highest Increment at any rank. In either case, Members will then be compensated for training days on a Training Day for Working Day basis for training sessions held on a Member's regular days off. Members will also continue to receive any earned increment, subject to (i) below.
- (f) Members who opt out of the Increment System will be permitted to opt back in only at the beginning of the calendar year with the exception of promoted Members who will be able to opt back in immediately.
- (g) Circumstances may arise where additional mandatory training days are required. The Employer will notify and consult with the Union, at the earliest opportunity to schedule the additional training.
- (h) Any additional training deemed by the Employer as mandatory shall be compensated to the Employee on a Training Day for Working Day basis if the course is on the Member's regular days off. The Employer may additionally require Members complete CPKN online courses (on duty), of the Employer's choice, throughout the year. These courses are not compensable nor do they affect the Increment Bank.
- (i) Employees receiving an increment, who do not attend all scheduled training in a calendar year shall be required to make up any missed training in a form and process

agreeable to the Union and the Employer. Any arrangements made under this provision shall not set a precedent for future resolutions. Nothing in Paragraph (e) shall be interpreted as limiting the Chief Officer's or the Board's ability to discipline any Employee of the Department. Members are responsible for organizing their training make up sessions; failure to do so may result in the loss of their increment.

- (j) Where a Member finds themselves unable to attend a mandatory training day due to unforeseen circumstances, beyond their control, Management and the Union will discuss options to remedy any negative affect on the Members Increment Bank.
- (k) The Employer may elect to reschedule Members working a schedule of ten and a half (10.5) hour shifts in order to accommodate the training days scheduled in accordance with (a) above. It is understood that this could result in a Member's weekly leave being adjusted such that a Member works a regular shift on what would otherwise have been weekly leave and attends training on what would have been a regularly scheduled shift.

16.02 NCO Meeting/Training Dates

The Employer shall schedule two (2) NCO meeting dates before the AV sign up occurs in the year preceding the NCO meetings.

NCOs and selected acting NCOs are required to attend each meeting/training date as mandatory training.

Each NCO and Employer-selected Acting NCO shall receive one (1) day off for each day of training attended while off duty.

Article 17 - Indemnification

17.01 The following definitions are applicable throughout Article 17:

“Employer” – means TransLink Security Management Limited (TSML)

“Employee” – means an Employee of TSML and includes Members and Staff

“Union” – Transit Police Professional Association

“Good Faith” – The term “good faith” as referenced in this Article 17 shall, as it concerns Members, have the meaning ascribed to it in *Belleville Police Services Board and Belleville Police Association (Goulah Grievance)*, [2005] O.L.A.A. No. 767 at para. 26, *Vancouver Police Union and Vancouver Police Board*, [2007] B.C.C.A.A.A. No. 82 at para. 95 and *Toronto Police Services Board v. Toronto Police Association*, [2007] O.J. No. 1948 and other leading case-law. The Parties may consider additional case-law if and when applicable. The term “good faith” as referenced in this Article 17 shall, when applied to Staff, have the meaning ascribed to it under the applicable principles of labour and employment law. An Employee who is denied indemnification on the grounds of not exercising good faith may re-apply for indemnification where evidence emerges that the test of good faith has subsequently been met. This application should be done at the end of a given process or earlier at the discretion of the Chief Officer.

17.02 Necessary and Reasonable Legal Costs

For the purposes of this Article 17 “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees amended from time to time by the Director of Legal Services for the City of Vancouver or such other amount as may be agreed upon by the solicitor and the Chief of the Transit Police, in consultation with the Union, in advance of the legal fees being incurred.

17.03 Union Involvement and Responsibility

When an Employee seeks indemnification from the Employer, the Employer will inform the Union about the request. The Employer will finalize its decision of whether to indemnify an Employee after consultation with the Union.

At the time an Employee seeks indemnification, many of the facts surrounding the Employee’s conduct may be unknown and the Employer may be unable to determine whether the Employee acted in good faith. In such circumstances the Employer may agree to indemnify the Employee on the understanding that, if it is subsequently determined the Employee did not act in good faith, the Union will reimburse the Employer for the monies expended under this Article 17 on the Employee’s behalf. The Employer will not recover from the Union monies expended under this Article 17 between the time the Employer knew or ought to have known that the Employee did not act in good faith and its notification in writing to the Union of same.

In any circumstance, however, where the Union advises the Employer of its position that an Employee should not be indemnified and: a) the Employer indemnifies the Employee regardless; and b) it is subsequently determined that the Employee did not act in good faith, the Employer will not recover from the Union monies expended under this Article 17 on the Employee's behalf.

17.04 Preparation of Statement

When an Employee is required to make a statement about a particular incident to another Party, the Employer will indemnify the Employee for the necessary and reasonable legal costs of a three (3) hour consultation with a lawyer provided:

- (a) the Employee reasonably believes that a charge or allegation will be made against him or her under the *Criminal Code*, the *Police Act* or another provincial statute;
- (b) the requirement to make the statement arises from the Employee's performance, or attempted performance, in good faith, of the Employee's duties; and
- (c) the purpose of the consultation with the lawyer concerns the required statement.

If the matter is sufficiently complex or serious so as to warrant more than a three (3) hour consultation, the Employee may, before consulting the lawyer, seek the Employer's Agreement to indemnify the Employee for the cost of more than three (3) hours' legal services. In such cases the Employer will not unreasonably refuse to indemnify the Employee for the cost of additional necessary and reasonable legal services.

17.05 *Police Act* Proceedings

Where an allegation(s) is/are made against an Employee under the *Police Act*, an Employee will be indemnified for the necessary and reasonable costs of legal representation provided:

- (a) the allegation(s) arise from the Employee's performance, or attempted performance, in good faith, of the Employee's duties as police officer; and
- (b) the Employee is the respondent at a public hearing or review on the record pursuant to Part 11 of the *Police Act*; or
- (c) the Employee successfully appealed the decision of an adjudicator following a public hearing pursuant to Section 154(3) of the *Police Act*; or
- (d) the Employee is the subject of a review under Section 117 of the *Police Act* and is required to make written or oral submissions. Note, however, that if a Section 117 review results in a discipline proceeding pursuant to Section 117(9) of the *Police Act*, the Member will not be indemnified for his or her legal costs associated with that discipline proceeding.

For clarity, Employees will not be indemnified for any other legal costs incurred as a result of proceedings under the *Police Act*, including but not limited to the costs associated with responding to or participating in investigations, attendance at or participation in pre-hearing conferences or discipline proceedings or the unsuccessful appeal of public hearings.

17.06 Civil Actions

An Employee named defendant in a civil action for damages arising from the Employee's performance, or attempted performance, in good faith, of the Employees' duties will be represented by legal counsel appointed by the Employer and the Employer will pay the associated necessary and reasonable legal costs, in addition to any damages awards against the Employee, provided:

- (a) the Employee co-operates fully in the defence of the civil claim; and
- (b) the Employer is given full authority in the conduct of the civil claim, including the authority to settle the civil claim at any time in the manner the Employer deems advisable in the circumstances.

Where legal counsel is of the view that a conflict exists between the Employee's defence of a civil claim and the Employer's defence of a civil claim, the Employee may be represented by a lawyer of his or her choice. In such cases the Employer will indemnify the Employee for his or her necessary and reasonable legal costs.

17.07 Offence(s) under the *Criminal Code*/Provincial Statutes

An Employee who is charged with an offence(s) under the *Criminal Code* or a provincial statute other than the *Police Act* (with the exception of minor traffic offences) will be indemnified for the necessary and reasonable legal costs associated with his or her defence provided the charge(s) arise from the Employee's performance, or attempted performance, in good faith, or his or her employment duties.

17.08 Inquests and Royal Commissions

An Employee who causes the death of another person arising out of the performance, or attempted performance, in good faith, of the Employee's duties shall be indemnified for the necessary and reasonable legal costs associated with the Employee's representation by a lawyer at an inquest held pursuant to provincial law.

Where an Employee desires to have legal representation at a royal commission or proceedings not otherwise referred to in this Article 17 the Employee may, prior to the commencement of the proceedings, request that the Employer indemnify the Employee for all or a portion of the Employee's necessary and reasonable legal costs. It is understood that the Employer may accept, modify or reject the request.

17.09 Exclusions and Limitations

Notwithstanding the other provisions of this Article 17, Employees will not be indemnified for:

- (a) punitive or aggravated damages;
- (b) the legal costs arising from grievances under the collective Agreement;
- (c) acts or omissions which did not occur or arise from the execution of employment duties;
- (d) actions amounting to willful neglect, gross dereliction of duty or deliberate abuse of police power; or

- (e) actions resulting from the willful violation of a lawful order.

17.10 Joint Representation

Notwithstanding the other provisions of this Article 17, where two or more Employees are charged with an offence or made the subject of a civil claim, inquiry, public hearing or review on the record, inquest, or royal commission, arising out of substantially the same circumstances, the Employer may limit its indemnification pursuant to this Article 16 to the reasonable legal costs of one (1) solicitor to represent the interests of both/all of them, including representation at any appeal, unless the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the Employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and the Union.

17.11 Notice

No notice is required from Employees seeking indemnity for three (3) hours' consultation under Article four (4) of this Article 17.

Employees who intend to apply for indemnification under any other provision of this Article 17 shall notify the Chief Officer or designate, in writing, within ten (10) days of receiving formal notification of being:

- (a) made subject of a public hearing or review on the record;
- (b) named defendant in a civil claim;
- (c) charged with a criminal or statutory offence; or
- (d) made subject of an inquiry, inquest or royal commission.

Nothing in this Article 17 shall be interpreted as limiting the Chief Officer's or the Employer's ability to discipline any Employee of the Employer.

Article 18 - Employee Personnel Files

18.01 Personnel Files

- (a) An Employee is entitled to examine her/his own personnel file upon request to the Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the Employee's knowledge.

Article 19 - Layoff and Recall

- 19.01 (a) If a reduction of regular Employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular Employee shall be last hired, first laid off provided the retained Employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for Employees with five (5) years of service or more) will be given to affected Employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular Employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the bargaining unit is made available to an Employee the Employee shall not have any bumping rights under this Article provided that the placement would not require payment of moving expenses.

- 19.02 A regular Employee who is subject to layoff, and not eligible for placement under 19.01(c), may elect to exercise his/her bumping rights, in the bargaining unit where the Employee is currently employed on the following basis:

- (a) An Employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An Employee with less seniority in a job which the Employee subject to layoff held as a regular Employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced Employee has not previously held but which, in the opinion of the Employer, the Employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the Employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the Employee shall be placed on the recall list and will fall under the provisions of Article 19.06. This type of bumping is limited to the Service Area in which the Employee is currently employed.
- (c) Regular Employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other Employees in accordance with this Article.

19.03 Severance Pay

- (a) Any regular Employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 19.02 will be laid off with severance pay as follows:
 - (i) Six (6) consecutive months of service – two (2) weeks' regular earnings;
 - (ii) Three (3) consecutive years of service – three (3) weeks' regular earnings;
 - (iii) Thereafter – one (1) week's pay for each additional year of service.
- (b) An Employee who is eligible to receive severance pay in accordance with (a) above may elect to:
 - (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular Employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

19.04 (a) An Employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.

- (b) An Employee affected by reduction in staff who assumes a lower group job under the terms of this Article, and who has less than one (1) years' service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

19.05 A regular Employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the Employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

19.06 (a) Laid-off Employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the Employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Human Resources.

- (b) New Employees will not be hired until Employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any Employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all Employees on the recall list who are eligible for recall under Article 19.06(b). Such Employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with Employees being rehired in order of their seniority. An Employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An Employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (f) An Employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an Employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

19.07 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

19.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular Employees.
- (b) Regular Employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

(i) Training

- (1) For the operation of new equipment.
- (2) For qualifying for new jobs created by such changes.
- (3) For other vacant positions within the Employer for which the Employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(ii) Placement

The Employer will attempt to place Employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the Employee is capable of filling with training provided in (i)(3) above.

(iii) Bumping

A regular Employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Article 19.02.

(iv) Salary Treatment

Regular Employees affected by this Article who are placed in lower level positions shall receive salary treatment under Article 10.06(c).

- (c) Regular Employees who are unable, or refuse to bump under Article 19.02(a) and (b) shall be laid-off in accordance with the provisions of Article 19.

Article 20 - Discipline and Dismissal

20.01 Just Cause

The Employer shall not dismiss or discipline any Employee, other than a casual Employee, unless just and reasonable cause exists. The test for a casual Employee is whether such Employee is suitable for continued employment. In determining suitability, the Employer is entitled to rely on any factor which could affect the satisfactory performance of the Employee's job or the employment relationship.

20.02 Union Representation

An Employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The Employee shall be advised of this right prior to proceeding with the disciplinary meeting.

If in the course of a normal interview, it is determined that there may be grounds for disciplinary action, the interview shall be adjourned and the Employee may select a steward currently on shift to attend and represent the Employee at any related interview prior to proceeding further.

20.03 Notice

Beyond a verbal warning, the Employer shall provide an Employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

20.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any Employee.

20.05 Signing is Not Agreement

Whenever an Employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

Article 21 - Grievance Procedure

21.01 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Human Resources Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Article 21.03 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Article 21.02 below.

21.02 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the Employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An Employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the Employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the Employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the Employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and the Human Resources Department within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to the Human Resources Department and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach Agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the Employee(s) affected by it.

- (ii) Each Party shall pay fifty percent (50%) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an Employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an Employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:

- (1) Direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
- (2) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

21.03 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an Employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

21.04 Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

21.05 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Article 21.01. By mutual Agreement of the Employer and the Union any other grievance may begin at Stage II.

21.06 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

- (a) The Parties shall determine by mutual Agreement those grievances suitable for expedited arbitration.

- (b) The expedited arbitrators, who shall act as sole arbitrators, shall be David McPhillips, Daniel Johnston, Robert Pেকেles and Kate Young.
- (c) If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 21.02(d) of the Collective Agreement.
- (d) The locations of the hearings shall be agreed to by the Parties.
- (e) As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (g) The hearings will be governed by the following guidelines which can be amended by Agreement between the Parties at any time:
 - (i) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (ii) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (iii) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (iv) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (v) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (vi) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (vii) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (viii) Arguments will be presented only to the points in issue.
- (h) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 103 of the *Labour Relations Code*.
- (i) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
- (j) The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
- (k) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the

decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

- (l) The Parties shall share equally the fees and expenses of the arbitrator.

The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2018.

TRANSLINK SECURITY
MANAGEMENT LIMITED
(TSML):

TRANSIT POLICE PROFESSIONAL
ASSOCIATION
(TPPA):

Barry Kross
Deputy Chief, Support Services

Bryce Graham
Union Representative

Ed Eviston
Deputy Chief, Operations

Ken Shinkel
Union Representative

Oscar Allueva
Legal Counsel

Doreen Manning
Union Representative

Clark Glassford
Manager, Human Resources

Susanne Hackwood
Union Representative

Letter of Agreement #1

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

This letter shall be the only reference regarding ten (10) hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty-five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As Employees ATO days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the ten (10) hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7.5) shall refer to ten (10) hours and eight and one half (8.5) hours shall now refer to eleven (11) hours.
- b. All time worked on an Employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect ATO days being integrated into an Employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: Eighty-four (84) hours.

- b. Annual entitlement shall be banked for all Employees covered by this letter and shall be scheduled off as mutually agreed by an Employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an Employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If through unforeseen circumstances an Employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be paid out.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty-five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional seven (7) hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on seven and a half (7.5) hours per day of entitlement. Medical/Dental appointments are subject to Article 8.19(d) save and except the words "followed by deferred ATO days".

Sign-Up

All sign-ups shall be conducted in accordance with Article 13.08.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party.

In the event that this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

Signed this ____ day of _____, 2018:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #2

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Flexible Work Arrangements for Police Support Staff

This Letter is attached to, and remains in effect during, the 2016 – 2019 collective Agreement.

1. This Letter of Agreement applies to Staff, only.
2. Staff generally work the hours set out under Article 12.04(a) and at the times set out under Article 12.04(d) of the collective Agreement.
3. The Employer recognizes that, from time to time, Staff may desire to work different work hours and or begin or end their work shift at different times (“Alternate Work Schedule”).
4. The Employer will give reasonable consideration to proposals that do not negatively impact operations.
5. Staff desirous of working different work hours and or beginning or ending their work shift at different times may submit to their immediate supervisor, with a copy to the Manager, Human Resources and the Union, a proposal outlining the proposed Alternate Work Schedule.
6. The Members’ immediate supervisor will review the proposal and provide his/her recommendation to the Manager, Human Resources. After consultation with the Union, the Manager, Human Resources will determine whether the Alternate Work Schedule may be adopted.
7. Under no circumstances will proposals for Alternate Work Schedules be implemented or, once implemented, continued where the Employer’s operations are negatively impacted.

Signed this 24th day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #3

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Updating of Collective Agreement after Ratification

The Employer and the Union agree as follows:

1. Following ratification, the Employer and the Union will establish a Labour-Management Committee (the “Committee”) for the purpose of reviewing and updating certain provisions of the new collective Agreement.
2. The Committee will, in particular, focus on the following Sections:
 - The evaluation of jobs;
 - Length-of-service increases for civilian Employees;
 - The promotion and transfer process for civilian Employees; and
3. The Employer and the Union may agree to review and update additional Articles.
4. Any changes made by the Committee to the collective Agreement will be made by mutual consent.
5. The Employer and the Union also agree to engage in exploratory research regarding the ability of the Members to participate in an 80-factor pension plan similar to the Municipal Employee Pension Plan and the Emergency Services Pension Plan. After completion of the exploratory research, any further steps will depend on the outcome of a risk and cost analysis.

Signed this 24th day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #4

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Part-time Regular Schedules

Schedules for Part-Time Regular Employees will be governed by the following rules:

1. (a) With respect to Preamble, 6(n) an assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of two (2) weeks.
(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual Agreement between the Employee and the Supervisor.

Signed this 21st day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #5

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Standby Pay

This Letter is attached to, and remains in effect to address the issue of Standby Pay.

This LOA may only be extended or continued with the consent of both parties. In the event this LOA is cancelled by either party, all the terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

A situation has arisen in the workplace whereby Article 14.05(a) does not adequately address the circumstances but a resolution is required prior to the next round of collective bargaining. The Union and the Employer agrees that article 14.05(a) will be replaced with the following language which will be in force until the next Collective Agreement comes into force.

Standby Duty

Standby duty will be signed up on a voluntary basis whenever possible, by seniority, and with schedules posted at least ninety-six (96) hours in advance. Where an emergent situation occurs, ninety-six (96) hours advanced notice is waived.

(a) Regular Standby Duty

- i. An Employee required to be available to report for duty shall be compensated with one (1) hour of pay for every eight (8) hours or portion thereof of standby status.
- ii. Where a callout occurs within an eight (8) hour standby period, the compensation will be in relation to the call out provisions in the collective agreement.
- iii. Once an employee is provided a definitive time to come in as result of their standby notification, the standby pay in this LOA ceases.
- iv. Standby pay is not paid where a callout results in a minimum eight (8) hours of overtime within the same twenty-four (24) hour standby period.

(b) Travel Status Standby Duty

- i. An Employee required being available to report for duty shall be compensated with one (1) hour of pay for every four (4) hours or portion thereof of standby status when the Employee is also posted at a location where the Employee cannot go home by reason of a duty requirement or distance.
- ii. Being sent on a conference or course does not apply to the standby provisions in this letter.
- iii. Actual travel is considered an eight (8) hour day and if a member is travelling more than eight (8) hours he/she will only be compensated at a standby rate for time beyond eight (8) hours.

- iv. Actual travel that occurs on a scheduled day off is compensated at overtime for up to eight (8) hours.

Signed this _____ day of _____, 2018.

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #6

Letter of Understanding between TransLink Security Management Limited ("TSML") and Transit Police Professional Association ("TPPA")

Re: Fixed Term Contract Constables

Employees in this category would be qualified municipal Constables in BC, hired within one year of leaving their previous agency as a 1st Class Constable and with a minimum of twenty (20) years of policing experience.

Where such Sworn Members are hired through the normal recruiting process, the Employer will have the discretion to employ such Sworn Members under a fixed contract of between two (2) and five (5) years. Such contracts may only be extended beyond their term with the agreement of the Union. The Union will be entitled to receive a copy of all such contracts upon execution.

Sworn Members hired under a fixed term contract would be subject to the same conditions of employment as regular Constables, but would not be eligible for promotion, increment or specialty assignment (e.g. on-loan or secondment) unless there were no qualified internal applicants and subject to the approval of the Union.

The Sworn Member will be eligible for benefits provided to Temporary Employees under the Collective Agreement, but will not be eligible for pension.

The purpose of this Letter of Agreement is to assist the Employer to fill unexpected-short term vacancies and periods of attrition with experienced Sworn Members. The Employer will not seek to use this Letter of Agreement to convert existing Sworn Members to this category of Employee.

This Letter of Agreement will remain in effect until the end of the Collective Agreement unless extended by mutual agreement.

Signed this ____ day of _____, 2018

For the TPPA:

For TSML:

COLLECTIVE AGREEMENT

Between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)

Effective Date: April 1, 2011

Expiry Date: December 31, 2015

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APRIL 2011 – DECEMBER 2015
COLLECTIVE AGREEMENT

BETWEEN

TRANSIT SECURITY MANAGEMENT LIMITED (TSML)
(hereinafter called the “Employer”)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)
(hereinafter called the “Union”)

1. This Agreement shall be in effect commencing April 1, 2011 until December 31st, 2015. If no Agreement is reached by the expiry date, this Agreement shall remain in full force and effect until either:
 - (a) a new collective Agreement is reached; or
 - (b) a new collective Agreement is awarded through interest arbitration; or
 - (c) a legal strike or lockout commences
2. Either Party may at any time give to the other Party “four” months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. In cases where the Employer’s policies and procedures conflict with the terms and conditions of the Collective Agreement the Agreement will prevail.
6. **Definitions:**
 - a) ATO: Accumulated Time Off as earned in Article 12
 - b) Authorized Variation: means a range of alternatives specified in the Agreement, within which range a Supervisor and an Employee or group of Employees may agree to vary from the standard.
 - c) Bargaining Unit: shall be deemed to mean TPPA Members employed by the Employer and covered by the certificate referred to in Article 1.01 of this Agreement.

- d) Blue Circled: an Employee's salary will be maintained above the maximum of the salary range for his/her job and such salary will be increased by all subsequent across-the-board salary increases.
- e) Casual Employees: casual Employees will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of annual vacation, ATO, statutory holidays, sick leave and welfare benefits.
- f) Days: means working days
- g) Demotion: a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- h) Employee: means an Employee of TSML and includes Police Sworn Members and Police Support Staff
- i) Employer: TransLink Security Management Limited (TSML)
- j) Floor Rate: a monthly amount paid to an Employee consisting of his/her base rate plus a trade differential, as defined in Article 4.02.
- k) Full-Time Regular: an Employee hired to fill an ongoing position vacated by a regular Employee or hired to fill a position which is of a continuing nature. New Employees will be considered probationary as provided in Article 9. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. By Agreement with the Union, the Employer may hire a temporary Employee to fill a position vacated by a regular Employee
- l) Full-Time Temporary: an Employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The Employee will be paid a rate based on the appropriate step on the salary scale which will recognize the Employee's accumulated service since the last date of hire with the Employer in the same or related job. The Employee will participate in Benefit Plans in accordance with Article 6 but not in the Pension Plan. Services of temporary staff Employees may be terminated by giving or receiving twenty-four hours' notice.

An Employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 6 or the Pension Plan. However, should a vacation relief Employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and entitlements as other full-time temporary Employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary

project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off.

- m) Grievance: means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- n) Lateral Transfer: a move to a new job which is neither a promotion or demotion as defined above.
- o) Part-Time Regular: an Employee hired to fill a part-time ongoing position vacated by a part-time regular Employee or to fill a part-time position which is of a continuing nature. By Agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular Employee. Unless otherwise agreed with the Union, part-time regular Employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular Employee may relieve a full-time Employee on leave of absence, training, sick leave, ATO days or annual vacation without change to full-time regular status. The Employee will participate in Benefit Plans in accordance with Article 6, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular Employees shall not be entitled to Accumulated Time Off provisions as provided in Article 12 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings paid on a bi-weekly basis in lieu of Accumulated Time Off. Part-time regular Employees shall progress through salary steps on the basis of accumulated service.
- p) Party / Parties: refers to the Employer and or the Union
- q) Police Sworn Members: referred to as Members
- r) Police Support Staff: referred to as Staff (formerly known as Civilians)
- s) Probationary Period: in the case of a recruit, probationary period commences on the first day of Block I training at the JIBC. See Article 9 for the Probationary Period of other Employees.
- t) Promotion: a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- u) Red-circled: an Employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- v) Standard: means the condition specified in the Agreement, which will be used as the default, failing mutual Agreement.

- w) Straight time Base Rate: regular hourly rate paid to an Employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- x) Temporary Promotion: a promotion, as defined above, which in the case of Article 10.06(b) lasts for more than two (2) consecutive working days and in the case of Article 10.06(a) and 10.06(b) is for six (6) months or less.
- y) Union: Transit Police Professional Association
- z) Years: means a calendar year

Article 1 - Union Security, Recognition & Dues

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining agent for the Employees of the Employer described in the Certification Order issued by the Labour Relations Board dated June 3, 2014.
- 1.2 Employees who are elected officers or representatives of the Union will be entitled to leave for the purpose of investigating and resolving grievances and attending with Employer representatives at grievance meetings. Such Employees must first seek the approval of their Supervisor and inform their Supervisor of the time spent for such purposes. Supervisor approval will not be unreasonably withheld. When requests for such leaves are granted, the Employee will not suffer a loss of pay.
- 1.3 (a) With the approval of the Employer, elected officers or Union representatives shall be granted leave without loss of seniority or pay to attend:
- Labour-Management Committee meetings;
 - other joint committee meetings;
 - meetings with the Employer's Human Resources Department;
 - collective bargaining with the Employer; and
 - *Police Act* processes as agents.
- All other leave for Union business will be on the elected officer's or Union representative's own time.
- (b) Elected officers or Union representatives must give the Employer as much notice as possible of the application for leave. Leave will not be unreasonably withheld.
- 1.04 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence Employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for Members appointed or elected to positions with BC Police Association or other affiliate Union organization.
- (c) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
- (d) The Employer will provide a Union bulletin board in a suitable location in each workplace.
- 1.05 (a) Duties normally performed by Employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit Employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit Employees if such contracting out will result in any termination or downgrading of an existing Employee.

- (c) When there is a reasonable opportunity to bring in third Party contract work, or bring in work which is currently being subcontracted, the Parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.

The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.

The committee must unanimously agree to any waivers of the provisions of the Collective Agreement as to the specific contracting in. These waivers will only apply for the period of the contracting in, unless extended by the Parties.

Such terms and conditions with a copy of any waivers, shall be detailed in a letter of provision and shall have no precedent value as regards to the Collective Agreement or attachments thereof.

The Employer agrees that all Employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their hire, as a condition of continued employment by the Employer become and remain Members of the Union and that the Employer shall deduct from each such Employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.

- (b) The Employer will provide the Union with the following:

(i) Employee Information: Listing of TPPA Employees, including Employee number, name, job title, job group, job code, hire date, and seniority date will be provided by the Employer to the Union on a semi-annual basis (January and July of each year).

(ii) Dues Deduction Information: Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly regular assessment dues, calendar year-to-date total of regular dues; as well as a list of Employees in TPPA who did not pay dues and the reason why dues were not deducted. This list will be provided by the Employer to the Union on a monthly basis.

- (c) The Employer will advise all new Employees of the names of Union representatives following commencement of employment. A Union Representative shall be permitted to meet with each new Employee during normal working hours at the Employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new Employee.

Article 2 – Labour Relations

2.1 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) Members, three (3) Employer and three (3) Union Members to be appointed by the respective Parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet monthly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the Members of the Committee.

2.2 Neither TSML nor its representatives will require or permit any Employee covered by this Agreement to enter into an Agreement with TSML or its representatives which conflicts with the terms of this Agreement. It is recognized by the Parties, however, that there may be situations where Employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

Article 3 – Seniority

- 3.1 The seniority for all Employees hired prior to June 3, 2014 has been agreed to by the Parties as of the date of ratification.
- 3.2 For full time Employees hired after June 3, 2014, seniority is defined as the length of the Employee's continuous employment from the date of the commencement of employment, and is based on regular hours worked.
- 3.3 For regular part time, temporary and casual Employees hired after June 3, 2014, seniority shall be calculated on the basis of regular hours worked.
- 3.4 For purposes of converting the seniority of part time, temporary, or casual Employees who become regular full time Employees from hours to years, regular hours worked will be multiplied by 1.0652.
- 3.5 The Employer shall maintain seniority lists for regular full time, regular part time, temporary and casual Employees. These lists, as of December 31 of a given year, will be posted on the TPPA Bulletin Board by February 1 of the following year. Any objection or challenge to the accuracy of the seniority lists shall be made in writing to the employer within 30 days of the list being posted. If no objection or grievance is filed, the posted list will be deemed valid for the purposes for which seniority is applicable.
- 3.6 For regular full time, regular part time and temporary Employees, the following will be considered as hours worked for the purpose of seniority accrual:
 - (a) Any period of sick leave with pay (including LTD) for a period of up to two years;
 - (b) Any period where the Employee is off on a work related illness or injury where such claim has been accepted by WorkSafeBC;
 - (c) Any approved leave under Article 8.
- 3.7 Seniority will be retained but will not accrue:
 - (a) After an Employee has been absent from work on sick leave for more than two years;
 - (b) While on layoff for a period up to one year.
- 3.8 Seniority will be lost if the Employee:
 - (a) resigns from his or her position;
 - (b) is dismissed for cause;
 - (c) is dismissed for incapacity;
 - (d) is laid off and not recalled to work within 12 months; and,

- (e) fails to return to work within 15 days following notification of recall from layoff, delivered by hand or email to the Employee's last email address and home address of record; abandons his/her position.

Article 4 – Salary Scales

4.01 TPPA SALARY SCALES

Employees shall be paid based on the following pay scale:

Police Sworn Member Pay Scales

TSML TPPA SWORN SALARY SCALES AS OF APRIL 1, 2011 - 2015

TSML SWORN (based on a 40 hour work week)

	2011		2012		2013		2014		2015	
Pre-Recruit Constable	4,942	28.4140	5,041	28.9832	5,167	29.7076	5,296	30.4493	5,428	31.2082
Recruit Constable	4,942	28.4140	5,041	28.9832	5,167	29.7076	5,296	30.4493	5,428	31.2082
Designated Constable 4th	5,491	31.5704	5,601	32.2029	5,741	33.0078	5,884	33.8300	6,031	34.6751
Designated Constable 3rd	5,834	33.5425	5,951	34.2152	6,100	35.0719	6,252	35.9458	6,408	36.8427
Designated Constable 2nd	6,178	35.5203	6,301	36.2275	6,458	37.1302	6,620	38.0616	6,785	39.0103
Designated Constable 1st	6,864	39.4645	7,001	40.2521	7,176	41.2583	7,355	42.2875	7,539	43.3454
Designated Constable Level I	7,207	41.4365	7,351	42.2645	7,535	43.3224	7,723	44.4033	7,916	45.5129
Designated Constable Level	7,550	43.4086	7,701	44.2768	7,894	45.3864	8,091	46.5191	8,293	47.6805
Designated Constable Level	7,894	45.3864	8,051	46.2891	8,252	47.4448	8,458	48.6292	8,670	49.8480
Sergeant Level 1	8,237	47.3585	8,401	48.3014	8,611	49.5088	8,826	50.7450	9,047	52.0156
Sergeant Level 2	8,580	49.3306	8,751	50.3137	8,970	51.5729	9,194	52.8608	9,424	54.1832
Sergeant Level 3 Staff	8,923	51.3027	9,101	52.3261	9,329	53.6370	9,562	54.9766	9,801	56.3507
Sergeant Level 1	9,266	53.2747	9,451	54.3384	9,688	55.7010	9,929	57.0866	10,178	58.5183
Staff Sergeant Level 2	9,610	55.2526	9,801	56.3507	10,046	57.7593	10,297	59.2025	10,555	60.6858

Police Support Staff Pay Scales

TSML TPPA POLICE SUPPORT STAFF SALARY SCALES AS OF APRIL 1, 2013

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,452	15.0376	2,565	15.7306	2,646	16.2273	2,726	16.7180	2,835	17.3864	2,947	18.0733
2	2,676	16.4113	2,802	17.1841	2,888	17.7115	2,976	18.2512	3,097	18.9932	3,218	19.7353
3	2,921	17.9139	3,052	18.7173	3,152	19.3305	3,253	19.9499	3,380	20.7288	3,509	21.5199
4	3,191	19.5697	3,337	20.4651	3,438	21.0845	3,551	21.7775	3,688	22.6177	3,830	23.4886
5	3,478	21.3298	3,638	22.3111	3,757	23.0409	3,871	23.7400	4,020	24.6538	4,184	25.6596
6	3,804	23.3291	3,970	24.3471	4,100	25.1444	4,226	25.9171	4,394	26.9475	4,566	28.0023
7	4,151	25.4572	4,335	26.5856	4,472	27.4258	4,614	28.2967	4,794	29.4006	4,981	30.5474
8	4,531	27.7876	4,732	29.0203	4,882	29.9402	5,028	30.8356	5,235	32.1051	5,442	33.3746
9	4,940	30.2959	5,161	31.6513	5,326	32.6632	5,496	33.7058	5,711	35.0243	5,939	36.4226
10	5,397	33.0986	5,637	34.5705	5,818	35.6805	5,995	36.7660	6,231	38.2134	6,478	39.7282
11	5,886	36.0976	6,154	37.7411	6,352	38.9554	6,547	40.1513	6,809	41.7581	7,078	43.4078
12	6,429	39.4277	6,721	41.2184	6,936	42.5370	7,144	43.8126	7,428	45.5543	7,720	47.3451

Non Office

Building Service

Worker	3,191	19.5697	3,337	20.4651	3,438	21.0845	3,551	21.7775	3,688	22.6177	3,830	23.4886
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Group	Mini	Step 1	Step 2	Step 3	Step 4	Step 5						
1	mum	15.3381	2,616	16.0434	2,699	16.5524	2,781	17.0553	2,892	17.7360	3,006	18.4351
2	2,730	16.7425	2,858	17.5275	2,946	18.0672	3,036	18.6191	3,159	19.3735	3,282	20.1278
3	2,979	18.2696	3,113	19.0914	3,215	19.7169	3,318	20.3486	3,448	21.1458	3,579	21.9492
4	3,255	19.9622	3,404	20.8760	3,507	21.5077	3,622	22.2129	3,762	23.0715	3,907	23.9608
5	3,548	21.7591	3,711	22.7588	3,832	23.5008	3,948	24.2122	4,100	25.1444	4,268	26.1747
6	3,880	23.7952	4,049	24.8316	4,182	25.6473	4,311	26.4384	4,482	27.4871	4,657	28.5604
7	4,234	25.9662	4,422	27.1192	4,561	27.9716	4,706	28.8609	4,890	29.9893	5,081	31.1607
8	4,622	28.3457	4,827	29.6029	4,980	30.5413	5,129	31.4550	5,340	32.7491	5,551	34.0431
9	5,039	30.9031	5,264	32.2830	5,433	33.3194	5,606	34.3804	5,825	35.7235	6,058	37.1524
10	5,505	33.7610	5,750	35.2635	5,934	36.3919	6,115	37.5020	6,356	38.9800	6,608	40.5254
11	6,004	36.8212	6,277	38.4955	6,479	39.7343	6,678	40.9547	6,945	42.5922	7,220	44.2787
12	6,558	40.2188	6,855	42.0402	7,075	43.3894	7,287	44.6896	7,577	46.4681	7,874	48.2895
Non Office Building Service Worker												
	3,255	19.9622	3,404	20.8760	3,507	21.5077	3,622	22.2129	3,762	23.0715	3,907	23.9608

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,545	15.6079	2,662	16.3255	2,746	16.8406	2,830	17.3558	2,943	18.0488	3,059	18.7602
2	2,778	17.0369	2,908	17.8341	2,998	18.3861	3,089	18.9442	3,214	19.7108	3,339	20.4774
3	3,031	18.5885	3,167	19.4225	3,271	20.0603	3,376	20.7043	3,508	21.5138	3,642	22.3356
4	3,312	20.3118	3,464	21.2440	3,568	21.8818	3,685	22.5993	3,828	23.4763	3,975	24.3778
5	3,610	22.1393	3,776	23.1574	3,899	23.9117	4,017	24.6354	4,172	25.5860	4,343	26.6347
6	3,948	24.2122	4,120	25.2671	4,255	26.0950	4,386	26.8984	4,560	27.9655	4,738	29.0571
7	4,308	26.4200	4,499	27.5914	4,641	28.4622	4,788	29.3638	4,976	30.5167	5,170	31.7065
8	4,703	28.8425	4,911	30.1181	5,067	31.0748	5,219	32.0070	5,433	33.3194	5,648	34.6380
9	5,127	31.4428	5,356	32.8472	5,528	33.9020	5,704	34.9814	5,927	36.3490	6,164	37.8025
10	5,601	34.3497	5,851	35.8829	6,038	37.0297	6,222	38.1582	6,467	39.6607	6,724	41.2368
11	6,109	37.4652	6,387	39.1701	6,592	40.4273	6,795	41.6723	7,067	43.3404	7,346	45.0514
12	6,673	40.9241	6,975	42.7762	7,199	44.1499	7,415	45.4746	7,710	47.2838	8,012	49.1359
Non Office Building Service Worker												
	3,312	20.3118	3,464	21.2440	3,568	21.8818	3,685	22.5993	3,828	23.4763	3,975	24.3778

Job Group Listing

Job Group 5

Police Support Clerk

Job Group 6

Court Clerk

Finance Clerk

Recruiting & Training Assistant

Job Group 7

Fleet Maintenance Specialist

Job Group 8

Police Communication Operator

CPIC Coordinator

Exhibits & Court Liaison

Quality Review Reader

Training Coordinator

Job Group 9

Team Leader Police Communications

Job Group 10

Crime Analyst

Non Office Staff

Building Service Worker

4.1 Police Support Staff Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the Employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to Employees on probation. When in the opinion of the Employer, the Employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an Employee while he/she is on sick leave. After returning to work the Employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to Employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an Employee will become eligible for the increase after qualifying in accordance with Article 4.01(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an Employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular Employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New Employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular Employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 10.06, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An Employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.

An Employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

Staff whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the Employee's salary falls. No Employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

Staff who are promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No Employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) Staff who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) Staff whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 10.06 (a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

Article 5 – Premiums & Allowances

5.1 Shift Premiums

(a) Police Sworn Member Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Members shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

(b) Police Support Staff Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

5.2 First Aid Premium

In order to provide Employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which include the requirements of WorkSafeBC.

The Employer will encourage designated Employees to qualify for the First Aid Certificate and, in respect of those Employees, pay their required training and provide a pay allowance on hours worked only for holding valid Certificates as per (i) below.

- (i) Designated Employees (Acting as Occupational First Aid Attendants, or their Back up, under WorkSafeBC Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

5.3 Training Premiums

- (a) In training situations, where an Employee who does not have the responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

- (b) Field Training Premium. Any Member who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in

Article 5.03(a) plus an additional 2 ½% percent premium for all hours worked while conducting the training.

- (c) Firearms Trainer. The Member responsible for the overall supervision and conduct at the range during firearms range training activities is the designated range supervisor and shall be paid the rate of a supervisor.

5.4 Dog Handler Expenses/Allowance

- (a) All reasonable expenses, including feed expenses, incurred by the Dog Handler, will be reimbursed upon presentation of receipts by the Dog Handler.
- (b) A Member who is required to perform the duties of Dog Handler shall receive a specialist pay equivalent to 5% of the First Class Constable's rate of pay.
- (c) A Member designated by the Employer as the Senior Dog Handler will receive an additional 2% in excess of (b) above.

5.5 Clothing Allowances

Police Sworn Member Uniform Issue and Cleaning

- (a) All Members engaged in uniform duties shall have their uniforms provided without charge and the Employer agrees that it shall clean, launder, repair and provide all similar services necessary with respect to the upkeep of said uniforms without charge to the Members.
- (b) Cleaning service delivery (pick up and drop off) will be provided by the Employer at the member's reporting location.
- (c) Temporary Plain Clothes Duties: All Members assigned to duties where plain clothes are required on a temporary basis shall be compensated at a rate of \$4.05/day.
- (d) Permanent Plain Clothes Duties: All Members engaged in permanent plain clothes duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing to a maximum of \$1,160.00 per year. This reimbursement will be paid semi-annually.
- (e) All Members covered by this Article who are on sick leave, WorkSafeBC benefits or long term disability for more than for two (2) consecutive weeks are not entitled to dry cleaning except for clothing used to attend court for a period of that absence.

5.6 Protective Clothing

Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

- (a) Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$125.00 for one pair per year or \$250.00 per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

- (b) It is understood that where safety shoes are not required and an Employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of Employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- i. Footwear should be made of leather or other equally firm material.
- ii. The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- iii. Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 6 – Benefit Plans

6.1 Medical Services Plan

Eligible Employees are entitled to Medical Services Plan coverage through the Employer. The Employer will pay 100% of the required premiums.

6.2 Extended Health Care Plan

Eligible Employees and their dependents are entitled to extended health care coverage through the Employer's Extended Health Care Plan on the terms and conditions of that plan. The plan contains a lifetime maximum of \$1,000,000 per person. Eligible expenses include but are not limited to:

- Vision Care: \$400 per person per twenty-four (24) month period towards eyeglasses, contact lenses or laser eye surgery and \$100 per person per twenty-four (24) month period towards the cost of eye examinations.
- Hearing Care: \$1000 per person per five (5) year period per hearing aid. Additional coverage towards the cost of batteries and other hearing aid accessories and the maintenance of hearing aids.
- Prescription Drug Coverage: Coverage of drugs as per the terms and conditions of the plan. Effective the date of ratification, prescription drug coverage includes oral contraceptives.
- Registered paramedical therapy services including physiotherapy, chiropractic services and massage therapy to a maximum of \$750 per person per calendar year.
- Psychological Services: \$1,000 per person per calendar year for psychological services.

Employees should contact the insurance provider and TransLink's benefits department for further information about their eligibility for coverage and eligible expenses under the plan.

6.3 Extended Dental Plan

Eligible Employees and their dependents are entitled to extended dental coverage under through the Employer's Extended Dental Plan on the terms and conditions of that plan. The plan will provide eligible Employees with coverage equivalent to: Plan A (95% co-insurance); Plan B (70% co-insurance) and Plan C (60% co-insurance). A maximum of \$5,000 of lifetime dental benefits applies per person covered.

6.4 Group Life Insurance

Eligible Employees may receive life insurance coverage under plans held by the Employer or the Union, as the case may be, on the terms and conditions of those plans:

- Basic Group Life Insurance
- Optional Life Insurance (Employee and Spouse)

- Voluntary Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Dependent Group Life Insurance

Information about your entitlement to coverage under the above plans, and the extent of that coverage, is available through TransLink's benefits department or the Union.

6.5 Transit Passes

All Employees, except casual Employees, are entitled to a yearly transit pass. In addition, one free pass will be issued to the Employee's spouse or child.

Casual Employees shall be reimbursed for local journeys on the Employer's urban transit system between the Employee's home and the Employee's work location, or provided with a transit pass at the Employer's discretion.

Retired Employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. Such passes will be automatically issued to Employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not.

An Employee shall surrender his/her pass upon termination of employment.

All Employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

6.6 Tuition Costs at the Justice Institute of British Columbia

Recruits attending mandatory training at the Justice Institute of British Columbia will pay the associated tuition costs up to a maximum of fifty (50) percent.

6.7 Police Sworn Member Parking

The Employer shall ensure that Members have a secure parking area at all future locations.

Article 7 Sick Leave, Short & Long Term Disability

7.1 Current Sick Leave Allowances

All Employees (except casual Employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by WorkSafeBC payments. The Employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the Employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the Employee's entered service date. The Employee will have this increased by one (1) day for each additional month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days.
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief Employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

- (d) Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 8.19(d).

7.2 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the Employee will be on sick leave of absence without pay until going on STD/LTD.. On return to duty in the new calendar year, the Employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1st of that year as determined by his/her length of service.

- 7.3 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

7.4 Past Service Credits

All Employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All Employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for Employees transferred on 1985-11-06) and/or for all past service

with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

7.5 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an Employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An Employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the Employee's physician prior to return to work, the Employer may require such an examination.
- (c) An Employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the Parties in order to establish that the Employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this Article.

The Employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the Employee is medically fit to perform his or her normal duties, prior the Employee returning to work.

The Employer shall give reasonable notice to any Employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an Employee's absenteeism is excessive, it may require the Employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the Employee before it invokes this right and will discuss the matter with the Union at its request.

7.6 Sick Leave Recovery

An Employee may use sick leave entitlements for time lost through accidental injuries, other than WorkSafeBC claims. Should an Employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third Party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the Employee with the number of sick days equivalent thereto.

7.7 Short-Term Disability Plan

The Employer will assume the cost and administration of a short-term disability (STD) plan. The terms of the plan will be determined by the Employer, however, eligible Employees will receive 50% of their weekly earnings up to a maximum of \$1500 per week. Benefits received under the STD plan are taxable to the Employee.

7.8 Long-Term Disability Plan

Except for casual Employees, all Employees with three (3) or more months' service must enroll in the Union's long-term disability plan. The terms of the plan are determined by the Union. The administration of the plan is the Union's responsibility. Employees will pay one hundred (100) percent (%) of the premium costs associated with the plan.

The Employer will withhold the premium costs from Employees' pay and remit same to the Union.

7.9 Supplement to Long-Term Disability Benefits

Until an Employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period in which the Employee is receiving Short-Term or Long-Term disability benefits. Once an Employee's sick leave is exhausted, the Employee may top-up their Short-Term or Long-Term disability benefits through their other available banks.

- (i) The Employer will continue to pay 100% of an Employee's benefit plan premium while receiving Short-Term or Long-Term disability benefits.

7.10 WorkSafeBC Supplement

Employees receiving benefits from WorkSafeBC will have WorkSafeBC payments supplemented by the Employer, so that the Employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the Employee receives compensation from WorkSafeBC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

7.11 WorkSafeBC Advance

Employees receiving benefits from WorkSafeBC will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most Employees in the TPPA jurisdiction) times their hourly wage times seventy-five percent (75%) for each full day the Employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

An Employee whose WorkSafeBC claim is denied, even if the claim is being appealed, will cease receiving advances.

The Employee whose claim is denied must apply for benefits under the Sick Leave and/or the LTD provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the Employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100 per payment (or ten percent (10%) of the Employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the Employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding WorkSafeBC advance will be recovered from the Employee's final pay.

- 7.12 An Employee on leave of absence without pay, for reasons other than sick leave or pregnancy leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Articles above in respect of that month.

The Employer Employees who are on leave of absence in accordance with Article 1.04 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the Employee.

- 7.13 (a) The premium costs and dividends, where applicable, for the above plans outlined in Articles 6.01, 6.02 and 6.03 above shall be paid for 100% by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

7.14 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for Employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

Article 8 - Vacations, Statutory Holidays & Leaves of Absence

8.1 Vacation

Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

8.2 Year-of-Hire Vacation Entitlement

Employees hired between January 1st and May 31st inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

8.3 Annual Vacation Entitlements

An Employee shall EARN his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

- (b) Vacation Entitlements

In the calendar year of:

Police Sworn Member

*1 st – 7 th anniversary	-	120 hours
8 th – 15 th anniversary	-	160 Hours
16 th – 22 nd anniversary	-	200 Hours
23 rd and later anniversary	-	240 Hours

It is understood this increase in vacation entitlement will not result in additional costs to TSML. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to TSML.

Police Support Member

*1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An Employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary

occurs, until a total of thirty-five (35) vacation days (Staff) or 280 hours (Members) has been reached.

8.4 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
 - (1) an Employee's rate of pay at the time the vacation is taken or,
 - (2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings, excluding vacation differential. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.
- (ii) Deferred and Banked vacation will be paid at the Employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.

8.5 Past Service Credits

All Employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All Employees entering service with the Employer after 1985-11-06 will receive credit for all past service with the Employer (including BCT, MTOC service for Employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

8.6 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

8.7 Statutory Holidays During Vacations and Leaves of Absence

An Employee will be granted one (1) extra days' vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

8.8 Relieving on Higher-Grouped Job

If an Employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an Employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

8.9 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, STD, LTD or an Employee receiving benefits from WorkSafeBC.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an Employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an Employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, WorkSafeBC, maternity leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

8.10 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an Employee is absent from work on sick leave or WorkSafeBC immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that Employee at the time he/she originally scheduled his/her vacation. In order to qualify for such rescheduling the Employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an Employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject

to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the Employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or WorkSafeBC Benefits.

In order to request rescheduling of vacation under this provision, the Employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the Employee would have been physically unable to perform his/her assigned duties.

- (b) Any Employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the Employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the Employee is required to be in attendance, during his/her vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer, and;
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual Agreement of the Employee and his/her Supervisor.

8.11 Statutory Holidays

For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

- 8.12 In recognition that statutory holidays may be scheduled work days for shift workers, Employees will be scheduled off for up to twelve (12) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period time. The Employer may, at its discretion, permit the banking of such statutory holidays which will be taken off at a time that is mutually agreed upon by the Employee and Supervisor. Any statutory holiday time that is earned after the date of ratification and which is not taken by December 31 of each year will be paid out not later than the second full pay period following the applicable year of entitlement.
- 8.13 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with Article 8.11, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately

following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by Employees either individually or in groups at the Employer's discretion.

- 8.14 An Employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 ½) hours for each statutory holiday (or any day in lieu thereof granted under Article 8.13 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an STD/LTD period), or on annual vacation, or on ATO or on approved leave of absence not exceeding ten (10) working days. In applying Article 8.14, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for Employees who are required to bank their statutory holidays.
- 8.15 In addition to the provisions of Article 8.14 all time worked on statutory holidays shall be paid at double time rates, except as provided in Article 8.16.
- 8.16 Shift workers as listed in Article 13.08 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 ½) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.
- 8.17 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 8.18 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 8.13 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 8.13 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an Employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.
- 8.19 Bereavement Leave
- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an Employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
 - (b) If an Employee is on annual vacation or banked statutory holidays at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.
- 8.20 Special Leave

Any Employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an ATO day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an Employee has banked time available, such leave will be deducted from the bank of the Employee's choice.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

8.21 Court Leave

When a regular Employee, other than Employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the Employee's private affairs, Leave of Absence without pay may be granted.

8.22 Educational Leave

An Employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an Employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

8.23 Pregnancy Leave (must be read in conjunction with Articles 8.24 and 8.25)

- (a) A pregnant Employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (1) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (2) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.

- (b) Note that the “unpaid leave” contemplated by Article 8.24 may be supplemented by Employer paid top-up benefits as per Article 8.25, below.
- (c) An Employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (d) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (e) A request for leave must:
 - (1) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
 - (2) be given to the Employer at least (3) weeks before the day the Employee proposes to begin leave.
- (f) An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the Employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (g) Should the Employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the Employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the Employee applies for and receives sick leave and/or STD/LTD benefits, and the absence is supported by a medical certificate.
- (h) Where an Employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

In cases of special circumstances an Employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a

certificate of a medical practitioner stating that the Employee is able to resume work.

- (j) On return from pregnancy leave, the Employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's pregnancy or pregnancy leave unless the Employee is absent for a period exceeding the permitted leave.
- (l) When an Employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an Employee fails to return to work after giving notice, the Employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another Employee from within the department or;
 - (ii) changing the status of the temporary Employee who relieved the Employee on pregnancy leave.
- (m) An Employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the Employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per Section 8.23(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the Employee ceases work. Seniority will be calculated as at the date she ceases work. The Employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

8.24 Pregnancy Leave Supplemental Unemployment Benefit (SUB) Plan

The objective of the SUB Plan is to supplement the Employment Insurance (EI) benefits received by regular Employees with a minimum of one (1) year of service, who are on approved pregnancy leave pursuant to Article 8.23(a) of the Collective Agreement and who have given birth.

- (a) The SUB Plan will come into effect thirty (30) days after authorization for the SUB Plan is received from Human Resources Development Canada (HRDC). It will remain in effect until the expiration date of this Collective Agreement.
- (b) Eligible Employees will be paid a maximum of seventeen (17) weeks of top-up benefits under the SUB Plan.

- (c) The top-up shall be to one hundred percent (100%) of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
- (d) The first stage of top-up (currently the two week EI waiting period) is subject to proof that the Employee has filed a claim for EI benefits and is serving the EI waiting period.
- (e) The second stage of the top-up (following the two-week EI waiting period) is subject to the Employee submitting proof of receipt of EI benefits during the applicable period.
- (f) Regular earnings for purposes of this Article are defined as the Employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
- (g) The Employer's contributions pursuant to the foregoing shall not reduce the Employee's paid sick leave allowances or any other of the Employee's time off entitlements.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI and therefore should expect to receive some or all of the Employer top-up retroactively.
- (i) The Pregnancy leave SUB Plan will not reimburse Employees for EI "clawbacks".
- (j) Employees do not have a right to SUB Plan benefits except for supplementation of Pregnancy leave benefits under the Employment Insurance Act.
- (k) The Employer will inform Human Resources Development Canada (HRDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

8.25 Parental Leave

- (a) An Employee who requests parental leave is entitled to:
 - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the pregnancy leave provisions unless the Employer and Employee agree otherwise,
 - (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,
 - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and

- (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
 - (1) be given in writing to the Employer;
 - (2) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the Employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions of this collective Agreement is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Articles 8.24 and 8.25

The Employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

8.26 Paternity Leave

A male Employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

8.27 Leave of Absences

- (a) Subject to operational requirements, Employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month

More than 5 years

3 months

Notwithstanding the above, where an Employee has more than three (3) years' service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five years.

- (b) Except by Agreement between the Employer and the Union, Employees who have banked time will be required to use all of their banked time before they are eligible to take a leave under this clause.
- (c) Subject to operational requirements, up to two (2) weeks leave of absence without pay per year will be granted to regular Employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling.
- (d) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an Employee to schedule such appointments in the above mentioned manner, the Employee will have such leave deducted from any banked time that is available to that Employee. Where an Employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the Employee to reschedule a medical or dental appointment that conflicts with operational requirements.

8.28 Public Office Leave

Leave of absence without pay will be granted to Employees who:

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual Agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

Article 9 – Probation

9.1 Police Support Staff

All Staff hired are considered probationary until successful completion of 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year (the “Probationary Period”), whichever comes first.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union.

The Employer will endeavor to advise the probationary Employee of any performance deficiencies throughout the Probationary Period. A week before the expiry of the Probationary Period, the Supervisor will conduct a performance rating of the Employee and either confirm the appointment or terminate the Employee. Notwithstanding the previous sentence a Supervisor may terminate the Employee any time during the Probationary Period where the Supervisor determines that such Employee is unsatisfactory. Any such terminations are subject to the grievance procedure.

9.2 Police Sworn Members

All Members will serve an eighteen (18) month probationary period (the “Probationary Period”). During the Probationary Period, Members will be referred to as Probationary Members. The Probationary Period for recruits commences on the first day of Block I training at the JIBC.

Probationary Members that must complete basic training will do so during the Probationary Period.

The Probationary Period may be extended upon mutual Agreement between the Employer and the Union. Where such extension is required, the Employer will give the Union and the Probationary Member written notice of the reasons for same.

The purpose of the Probationary Period is to determine the suitability of the Probationary Member for continued employment. During the Probationary Period, the Probationary Member’s supervisor will evaluate his or her performance and provide the Probationary Member with feedback on performance issues.

The employment of a Probationary Members may be terminated during the Probationary Period if it can be satisfactorily shown that the Probationary Member is unsuitable for continued employment. Suitability shall be determined on the basis of factors such as:

- (a) Conduct;
- (b) Quality of work;
- (c) Ability to work harmoniously with others; and
- (d) Ability to meet the operational and administrative standards set by the Employer.

Any terminations of Probationary Members during the Probationary Period are subject to the grievance procedure.

If a Probationary Member successfully completes the Probationary Period and continues in his or her employment as a Member with the Employer, the member's length of service for all purposes will be his or her date of hire as a Probationary Member.

Article 10 – Employment, Transfer & Termination

10.1 Police Support Staff - Hiring Rates

New Staff will be hired at the minimum rate for the job, except that the Employer may hire up to the top of the salary range, at its option, to recognize related experience.

10.2 Employee Listing

The Employer will provide the Union monthly with a list of all Employee hiring's, transfers, promotions and terminations.

10.3 Permanent Promotions

(a) When an Employee is promoted he/she will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.

(b) When an Employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the Employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an Employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the Employee's old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.

(c) When an Employee is promoted from a position he/she has taken under the provisions of Article 10.06(b) or (c) the following salary policy will apply:

(i) If the Employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with Article 10.03(a) above.

(ii) If the Employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the Employee remained on that higher job group level.

(iii) If the Employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of Article 10.03(c)(ii) and then the provisions of Article 10.03(a).

10.4 Temporary Promotion

- (a) Should an Employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the Employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an Employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the Employee's current level his/her promotional increase will be determined by Article 10.03(a). If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted Employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an Employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the Employee returns to his/her regular job. The salary at which the Employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An Employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of Article 10.03(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

10.5 Lateral Transfers

When an Employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the Employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the Employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an Employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

10.6 Demotions

- (a) Employees may be required to temporarily perform work normally performed by Employees in lower grouped jobs provided such Employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.
- (b) In the case of a demotion directly ascribable to the Employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the Employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the Employee has less than one (1) years' service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the Employee will receive the general increases that accrue to his/her lower job grouping.

- (c) Any Employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the Employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:
 - (i) Regular Employees must accept retraining as provided by the Employer without cost to the Employee for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (ii) Regular Employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the Employee previously occupied which the Employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (iii) Regular Employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
 - (iv) The Union will waive job postings to facilitate transfers of Employees.

10.7 Eligibility for Job Competitions

- (a) An Employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular Employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the Employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

10.8 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under TPPA jurisdiction, shall be given to TPPA Members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular Employees.
- (b) Full-time temporary Employees and casual Employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

10.9 Job Posting

- (a) All TPPA job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With Agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the Employee selected to fill the vacancy, existing job title and Employee number of successful TPPA applicants for the Employer job vacancies under TPPA

jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.

- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the Employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and job posting prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the Employee's performance on his/her present job.

- (e) Non-TPPA bargaining unit Employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to Members of TPPA in accordance with this Article.
- (f) Although selection of Employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for TPPA job postings upon request to the local Human Resources Offices.

10.10 Temporary Vacancies

- (a) Nothing in this Article 10.08 will prohibit the Employer from filling vacant Member positions or assignments with Actors for periods of up to 12 months.
- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Article 10.09(d) from those Employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an Employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, TSML will consider filling such ensuing vacancies by the use of current Employees prior to hiring from outside.
- (d) Where a regular Employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that Employee shall retain all rights and benefits of a regular Employee including all rights to their regular position.

- 10.11 Where an Employee has been selected to fill another position, the Supervisor concerned shall release the Employee as expeditiously as possible after being notified of the transfer by the Manager, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the Employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the Employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 11 - Job Descriptions and Evaluations

11.1 Job Evaluation

It is the intent of this Article that all jobs will be evaluated consistently and equitably using the Employer's Job Evaluation plan. The Union will be consulted about the contents of the Employer's Job Evaluation plan, which may be amended from time to time.

The Employer will inform the Union of jobs under evaluation. The Union will be afforded the opportunity to provide input during the evaluation process, and with respect to proposed changes to job descriptions.

The Union may request a job evaluation review by informing the Manager, Human Resources. The Employee and Union will be advised of the outcome of the job evaluation review, in writing, at the earliest opportunity.

11.2 Job Evaluation Appeal

In the event that the Union is dissatisfied with the outcome of a job evaluation, the Union may request resolution through the Job Evaluation Appeal process.

Job Evaluation appeals will be resolved by a Standing Arbitrator. The Union and Employer will jointly select the Standing Arbitrator on the basis of his/her expertise in job evaluation, and will share equally in his/her costs.

The Employer will submit the outcome of the job evaluation process to the Standing Arbitrator, with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on the job review by the Arbitrator if required. The Arbitrator's decision will be final and binding.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

11.3 In the case of an ungrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event the Union initiates an appeal within twenty (20) working days following a review by the Employer, and the Union is successful in receiving an ungrouping, the effective date of such ungrouping shall be the date on which the review was initiated.

Article 12 – Work Hours

12.1 Police Sworn Members Work Hours

The work year shall be the equivalent of 2080 hours. Working hours shall be the equivalent of forty (40) hours per calendar week.

- (a) In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation. In the case that the Employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 5.01(a).

12.2 Police Sworn Members Work Day

(a) The work day shall be any ten hours and thirty minutes (10.5 hours) for Members, working a schedule of 4 days on and 3 days off in a calendar week.

(b) The work day shall be twelve hours (12 hours) for Members, working a schedule of 4 days on and 4 days off.

12.3 Police Sworn Members ATO

(a) Members working the shift schedule set out in (a) above will earn 104 hours of ATO annually. These Members must schedule ATO annually.

(b) Members working the shift schedule set out in (b) above will earn an average of 104 hours of ATO annually. These Members must schedule ATO annually.

(c) ATO will be reconciled on a 2 year cycle. Members with a positive ATO balance will be paid out in pay period 2 of the following year. Members with a negative ATO balance will be reconciled with other accruals if available. If no other accruals are available then reconciliation will be through a payroll recovery.

12.4 Police Support Staff Work Hours

The hours of work for all Staff, except those otherwise specifically mentioned in this Agreement, shall be as follows:

(b) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Accumulated Time Off (ATO).

(c) ATO days will be scheduled to allow Employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to Article 12.04(g) below, will an Employee be scheduled off less than seventeen (17) days per calendar year in service. ATO days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Article 8.27(d) and Article 8.20.

(d) Standard and authorized variations will be as follows:

(i) Starting time – Standard 08:00

Authorized Variation 06:00 – 10:30

(ii) Lunch break – Standard – per current local practice

Authorized Variation – one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

(iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday positions as agreed to by the Parties.

(iv) Application – Standard – to be taken in the pay of ATO period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off*, however any deferred days may be used for:

(a) Sick leave supplement,

(b) Pay-off on termination,

(c) To cover for leaves of absence pursuant to Article 8.19(d) and Article 8.21 pay-off under exceptional circumstances by Agreement of the Parties, at rates of pay current at the time of pay-off.

* This requirement is not “Subject to Departmental Requirements”.

(e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual Agreement. Union to consider sign-up criteria.

(f) ATO will apply only to full-time regular Employees. Except for newly hired Employees and terminating Employees, a person's ATO allowance will be earned by full-time regular Employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's ATO allowance on the basis of 1/9 (one-ninth) of that period's ATO allowance for each day worked during that period.

An equivalent percentage payment of ATO will apply to non-full-time regular Employees.

- (g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for the period they are absent in excess of 30 days.

12.5 Meal breaks for the following works hours will be as follows:

- (a) A 7.5 hour work day will include two paid 15 minute rest breaks.
- (b) A 8 - 9 hour work day will include one (1) paid thirty (30) minute meal break and two (2) fifteen minute rest breaks.
- (c) A 9 – 10.5 hour work day will include one (1) paid forty-five (45) minute meal break and one(1) twenty (20) minute rest break.
- (d) An 11 – 12 hour work day will include one (1) paid forty-five (45) minute meal break and two (2) twenty (20) minute rest breaks.

Article 13 - Shift Work and Non-Standard Hours

13.1 Police Sworn Member Shift Sign-up

A two year sign-up is in effect from January 1, 2015 until December 31, 2016. As of the date of ratification, the intention of the Parties is to revert to an annual sign-up after December 31, 2016 unless the Employer and Union otherwise agree.

After January 1, 2015, the base-line deployment of Members may be changed by the transfer process set out under this Article.

13.2 Police Sworn Member Annual Vacation Sign-up

Commencing with the 2015 vacation year, Members shall sign-up for annual vacation, in seniority order by their squad (i.e. the Employer shall establish the vacation blocks that it is prepared to make available for each shift and Members shall select their vacation time off within their shift on that basis). For clarity, "squad" means a group of Members who report to the same location under the same Sergeant.

The vacation sign-up for the 2015 vacation year shall take place in December, 2014.

Staff Sergeants, Sergeants and Acting Sergeants will sign for their vacation by shift ensuring that at least one Substantive Sergeant or Staff Sergeant is on duty at all times.

13.3 Police Sworn Member Transfer Process

The process by which Members may request squad changes will be as follows:

- (i) Members may make a written request to permanently change shifts.
- (ii) Requests must be sent to the NCO for review and recommendation to Inspector, Operations (or designate).
- (iii) Member requests for a permanent squad change will be considered if the following criteria are met: a) an opening exists on the requested squad; and b) placement of the Member on the requested squad will not disturb the balanced functional makeup of that squad.
- (iv) Seniority shall apply when two (2) or more Members request the same squad change and the balanced functional makeup of the requested squad will be maintained irrespective of whom receives the squad change.
- (v) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.

13.4 Police Sworn Member Balancing of Squads

The process by which the Employer may rebalance the squads will be as follows: for

- (i) When the Employer intends to change the deployment of one (1) or more Members from one squad (i.e. start time, location etc.) to another in order to maintain the balanced functional make-up of the squads, the NCO's will be requested to canvass Members on their squads in order to seek volunteers willing to do so.
- (ii) The NCO's shall make a recommendation to the Inspector, Operations (or designate) regarding how such re-deployment should be accomplished. The Inspector, Operations shall finalize the re-deployment.
- (iii) Seniority shall apply under subsection (ii) when too many Members volunteer, and the balanced functional makeup of the squads will be accomplished irrespective of whom from among this group is re-deployed.
- (iv) Reverse order of seniority shall apply under subsection (ii) when there are an insufficient number of volunteers to complete the re-deployment, provided always by so doing that the balanced functional makeup of the squads is maintained.
- (v) Thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a permanent basis (i.e. change to squad). This notwithstanding, the permanent re-deployment may occur sooner with the Agreement of the affected Member(s). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (vi) In the case where a Member needs to move and it will create an imbalance of functional make-up, the Member will be afforded the option of opting out of their specialty function and making it vacant for another Member.
- (vii) Except as set out below under Article vii, thirty (30) calendar days' notice shall be given when Members are involuntarily re-deployed on a temporary basis (i.e. change to start time). Overtime rates shall be paid during that portion of the above notice period that is not given.
- (viii) The notice periods set out above in Article (v) and (vii) may be waived by mutual Agreement.

13.5 Police Sworn Member Unexpected or Emergent Situations

Forty-eight (48) hours' notice shall be given in the case of temporary squad adjustments for unexpected or emergent situations. Overtime rates will be paid for that portion of said notice period that is not given. Where possible, adjustments will be made using volunteers followed by persons with the least seniority.

13.6 Police Sworn Member returning to Patrol from a non-patrol assignment will return to a squad as follows:

- (a) With appropriate advance notice indicate in writing to HR and Operations management their desired patrol squad assignment.
- (b) HR and Operations will plan to accommodate the Member's desired squad by planning assignment to that squad.
- (c) In the circumstance that there is no vacancy on the particular squad, management will canvass for volunteers to vacate for assignment.
- (d) Where there is no voluntary movement, Management will look to create the vacancy through reverse seniority reassignment. This will only apply if the Member has indicated moving back to the squad they vacated prior to their non-patrol assignment.

13.7 Police Support Staff Shift Work

The following jobs are authorized for nonstandard hours of work:

Shift Job List

Quality Review Reader

Police Communications Operator

Crime Analyst

Police Data Entry Clerk

Exhibits & Court Liaison

Positions may also be added to this list by mutual Agreement between the Employer and the Union.

13.8 Where Staff work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift Employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year Accumulated Time Off in lieu of the thirty-five (35) hour week.
- (ii) ATO days will be scheduled in conjunction with days off to allow shift Employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An Employee who does not receive 104 days off (excluding ATO days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to mid shift but may be varied or staggered for different Employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

13.9 Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular Employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual Agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the Agreement, the Union agrees to discuss the issue of re-assigning Employees for cross training purposes.

13.10 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Article 8, the Employer may request an Employee to temporarily change his/her shift or work overtime.

When shift Employees' shifts are changed, thirty-six (36) hours' notice will be provided prior to the commencement of the new shift and the following will apply:

(a) Shift Change

- (i) Shifts commencing outside the 36 hours, no penalty.
- (ii) Any shift commenced inside the 36 hours' notice (notice to be confirmed in writing) will be paid at overtime rates.

- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
 - (i) An Employee who works their signed shift as well as a portion of an absent Employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
 - (ii) In the 7.5 hours worked any that coincide with the Employee's signed shift will be paid at straight time. All hours worked that fall outside the Employee's signed shift will be paid at overtime rates.

Article 14 – Overtime, Call-out, Standby and Telephone Consultation

14.1 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to Employees available and able to perform the work. First consideration shall be given to Employees within the job category.

- (a) One and one half (1½) times an Employee's base rate shall be paid for hours worked in excess of their regularly scheduled shift for the first (1st) hour so worked. All hours worked beyond that point will be paid at two hundred percent (200%).
- (b) All work on an Employee's scheduled days off shall be paid at two hundred (200%).
- (c) Employees will not be eligible for OT claims until they have worked 30 minutes after the end of a regular shift.
- (d) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no Employee may have in their bank more than a total of eighty-eight (88) hours at any one time. Where the bank is reduced, the bank can be refilled up to the eighty-eight (88) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the Employee's Supervisor. Any time remaining in an Employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the Employee will be permitted to bring his/her bank to the eighty eight (88) hour maximum.
- (e) An Employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An Employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day where such excess hours worked are the result of a change in an Employee's signed up shift schedule.

14.2 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an Employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an Employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An Employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see Article 13.06).

- (d) Where an Employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (½) hour unpaid meal period will be allowed.

An Employee will be paid for a one-half (½) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
 - (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
 - (iii) where an Employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
 - (iv) Meal allowances shall be in accordance to the Employers Travel & Expense Claim Policy.
- (e) Where work is prescheduled for normal days off and Employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 ½ hours per day.
- (f) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (g) Where an Employee is required to work unscheduled overtime, the Employer will, on request of the Employee, pay reasonable costs for alternative transportation home under the following conditions:
- (i) Provided that normal means of transportation is not available.
 - (ii) Where Employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - (iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an Employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required

to continue working beyond his/her scheduled quitting time.

- (h) Each Employee shall have at least eight (8) consecutive hours free from work between each shift worked.

14.3 Reporting at Non-Regular Centre

If an Employee is required to report for his/her regular day's work at a center other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

14.4 Minimum Paid Periods

If an Employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the Employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An Employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

14.5 Standby Duty and Telephone Consultation

- (a) Standby Duty (Court Liaison)

An Employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an Employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No Employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

- (b) Investigative Phone Calls

An off duty Employee responding to a telephone call or other electronic communication from the Employer or outside source, such as Crown Counsel, witnesses or informants, of one (1) hour or less but fifteen (15) minutes or more, related to an investigation that involves the Employee but requires a General Occurrence Report, supplement or other documentation, shall be entitled to

compensation of one and one half hour (1.5) of their regular hourly rate of pay. In the event the telephone call or other electronic communication goes beyond one (1) hour the off duty Employee shall be compensated at two times their regularly hourly rate of pay for the time spent beyond the first hour. Claims for compensation under this provision are subject to approval by the Employee's supervisor.

Phone calls and other electronic communications of an administrative nature shall not trigger this provision unless the call or communication is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Employee's Staff Sergeant.

14.6 Call-out Provisions

(a) Minimum Compensation

An Employee called to work during off-scheduled hours on a normal day off shall be paid overtime rates for a minimum of three (3) hours beginning at the time he/she reports ready for duty. When call-outs run into a normal shift the minimum call-out provision will not apply.

(b) Meals

Where an Employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 14.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An Employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the Employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual Agreement. Whether or not the Employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the Employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the Employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An Employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an Employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

Article 15 - Court Time Compensation

- 15.1 For the purposes of this Article, "Court" includes any Provincial or Supreme Court or any tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board or labour arbitrations where the Union or an Employee covered by the Union's bargaining certificate are parties to the matter. "Court" does not include a disciplinary proceeding or public hearing under the *Police Act* where, as a result of the disciplinary proceeding or public hearing, a Member is found guilty of an offence under that Act.

Compensation for attendance at Court by a Member, where that attendance is the result of the Member's duties as a police officer with the Transit Police, will be granted in accordance with the following schedule.

Duty Hours	(A) Morning Session Commences before midday break	(B) Afternoon Session Commences after midday break
On Duty	0	0
Court or Crown interview continues after/ beyond duty hours	Extended Duty Rates Apply	Extended Duty Rates Apply
Pre-court Crown Interview – same day	Pre-court time plus 30 minutes	Pre-court time plus 30 minutes
Shifts ending before midnight*	4	4
Shifts ending after midnight	6	4 (6 if first appearance)
Weekly Leave	8	6 (8 if first appearance)
Annual Vacation**	20	20
Maternity Leave	4	4
WorkSafeBC Leave	0	0
Former Members otherwise uncompensated & Members on Leaves of Absence***	4	4

* Compensation for court sessions that start before the midday break and continues after the midday break is compensable from both columns (A) and (B).

**Court attendance on annual vacation will be compensated to a maximum of 20 hours per day. Must obtain authorization of Inspector in advance.

*** The applicable rate of pay for a Member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such Member at that date of resignation, retirement or commencement of unpaid leave. Any Member who is paid under this Article shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

15.2 De-Notification

A Member will receive a minimum of sixteen (16) hours' notice of cancellation of a Court appearance, failing which the Member will receive the compensation set out in this Article. De-notifications may be communicated to a Member by voice-mail message to a Member's work telephone.

Article 16 – Police Sworn Member Mandatory Training & Increment System

16.1 Mandatory Training & Increment System

- a) All Members shall make available to the Employer four (4) of their scheduled weekly leave days each calendar year for the purposes of mandatory training, to be compensated as described in this Article. The Employer will determine the type of training with training days scheduled by the Employer a minimum of thirty (30) calendar days in advance.
- b) Participation in the Mandatory Training & Increment System is obligatory for all new recruits and lateral hires. Members who have achieved their highest increment at any rank are deemed to have opted out of the Increment System and will be compensated with a day off for each day of mandatory training in accordance with 16.1(e).
- c) Scheduled training sessions are mandatory and must be attended by all Members including those who do not participate in the Increment System or those who have achieved their highest increment level.

For Members who are in the Increment System:

- d) Compensation for the four (4) days of training shall be in the form of banking days (credits) in the Increment Bank. Each training day will be placed in an Increment Bank that will be applied toward receiving an incremental pay increase should years of service and the required Increment Banked days be met. Hours in the increment bank can only be applied to incremental pay increases as set out in 16.1 (e)(i),(ii),(iii). The Increment Bank cannot be converted to time off or pay in lieu.

For Members who are not in the Increment System:

- e) Members who are not in the Increment System will receive compensation for each day of mandatory training in the form of pay or banked time off at a rate of “day for day”. Specifically, a Member will receive one day off for each day the Member attends training on the Member’s regular time off.

- (i) Constable 1st Class Increment

The increment table for Constables 1st Class at 10, 15 and 20 years of service in the rank is listed below. Constables will maintain their increment increases by writing and passing an Increment Exam every two years. The Increment exam will be offered by the Training Department once per year. The pass mark for the exam is 65% and is good for 2 years.

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
10	36 Days	105%
15	20 Days	110%
20	20 Days	115%

(ii) Sergeant Increment

The increment table for Sergeants at 3 and 6 years of service in the rank is listed below. Sergeants must also complete a Leadership development program (developed in consultation with the Union) to receive the 3 year increment increase:

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
3	12 Days	125%
6	12 Days	130%

(iii) Staff Sergeant Increment

The increment table for Staff Sergeants at 1 years of service in the rank is listed below. Sergeants must also complete a Senior Management Leadership program (developed in consultation with the Union) to receive the 1 year increment increase.

Years of Service in the Rank	Increment Banked Days Required	Increment Increase
1	4 Days	140%

Effective November 27, 2014, where a Member acted on a continuous basis for a period of at least one (1) year in the rank of Sergeant or Staff Sergeant immediately prior to becoming confirmed at that rank they will receive credit for the time spent continuously acting in the rank towards the time requirement for increments within that rank upon being confirmed.

- f) Circumstances may arise where additional mandatory training days are required. The Employer will notify and consult with the Union, at the earliest opportunity, to schedule the additional training.
- g) Any additional training deemed by the Employer as mandatory shall be compensated to the Member in the form of pay at the rate of one times (1X) the Member's regular hourly rate of pay for all hours of attendance if the course is on the Member's regular days off. The Employer may additionally require Members to complete CPKN online courses (on duty), of the Employer's choice, throughout the year. These courses are not compensable if completed on duty nor do they affect the Increment Bank.
- h) Members receiving an increment, who do not attend all scheduled training in a calendar year, shall be required to make up missed training time in a form and process agreeable to the Union and the Employer. Any arrangement made under this provision shall not set a precedent for future resolutions. Nothing in this paragraph shall be interpreted as limiting the Chief Officer's or the Board's ability to discipline any Member of the Department. Members are responsible for organizing their training make-up sessions; failure to do so may result in the loss of their increment.

- i) Where a Member finds himself or herself unable to attend a mandatory training day due to unforeseen circumstances, beyond their control, the Employer and the Union will discuss options to remedy any negative affect on the Members' Increment Bank.
- j) The Employer may elect to reschedule Members working a schedule of ten and a half (10.5) hour shifts in order to accommodate the training days scheduled in accordance with (a) above. It is understood that this could result in a Member's weekly leave being adjusted such that a Member works a regular shift on what would otherwise have been weekly leave and attends training on what would have been a regularly scheduled shift.

16.2 NCO MEETING/TRAINING DATES

The Employer shall schedule two (2) NCO meeting dates before the AV sign up occurs in the year preceding the NCO meetings.

NCOs and selected acting NCOs are required to attend each meeting/training date as mandatory training.

Each NCO and Employer-selected Acting NCO shall receive one day off for each day of training/meeting attended while off duty.

Article 17 - Indemnification

17.1 The following definitions are applicable throughout Article 17:

“Employer” – means TransLink Security Management Limited (TSML)

“Employee” – means an Employee of TSML and includes sworn police officers and police support staff

“Union” – Transit Police Professional Association

“Good Faith” – The term “good faith” as referenced in this Article 17 shall, as it concerns Police Sworn Members, have the meaning ascribed to it in *Belleville Police Services Board and Belleville Police Association (Goulah Grievance)*, [2005] O.L.A.A. No. 767 at para. 26, *Vancouver Police Union and Vancouver Police Board*, [2007] B.C.C.A.A.A. No. 82 at para. 95 and *Toronto Police Services Board v. Toronto Police Association*, [2007] O.J. No. 1948 and other leading case-law. The Parties may consider additional case-law if and when applicable. The term “good faith” as referenced in this Article 17 shall, when applied to Police Support Staff, have the meaning ascribed to it under the applicable principles of labour and employment law.

17.2 Necessary and Reasonable Legal Costs

For the purposes of this Article 17 “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees amended from time to time by the Director of Legal Services for the City of Vancouver or such other amount as may be agreed upon by the solicitor and the Chief of the Transit Police, in consultation with the Union, in advance of the legal fees being incurred.

17.3 Union Involvement and Responsibility

When an Employee seeks indemnification from the Employer, the Employer will inform the Union about the request. The Employer will finalize its decision of whether to indemnify an Employee after consultation with the Union.

At the time an Employee seeks indemnification, many of the facts surrounding the Employee's conduct may be unknown and the Employer may be unable to determine whether the Employee acted in good faith. In such circumstances the Employer may agree to indemnify the Employee on the understanding that, if it is subsequently determined the Employee did not act in good faith, the Union will reimburse the Employer for the monies expended under this Article 17 on the Employee's behalf. The Employer will not recover from the Union monies expended under this Article 17 between the time the Employer knew or ought to have known that the Employee did not act in good faith and its notification in writing to the Union of same.

In any circumstance, however, where the Union advises the Employer of its position that an Employee should not be indemnified and: a) the Employer indemnifies the Employee regardless; and b) it is subsequently determined that the Employee did not act in good

faith, the Employer will not recover from the Union monies expended under this Article 17 on the Employee's behalf.

17.4 Preparation of Statement

When an Employee is required to make a statement about a particular incident to another Party, the Employer will indemnify the Employee for the necessary and reasonable legal costs of a three (3) hour consultation with a lawyer provided:

- (a) the Employee reasonably believes that a charge or allegation will be made against him or her under the *Criminal Code*, the *Police Act* or another provincial statute;
- (b) the requirement to make the statement arises from the Employee's performance, or attempted performance, in good faith, of the Employee's duties; and
- (c) the purpose of the consultation with the lawyer concerns the required statement.

If the matter is sufficiently complex or serious so as to warrant more than a three (3) hour consultation, the Employee may, before consulting the lawyer, seek the Employer's Agreement to indemnify the Employee for the cost of more than three (3) hours' legal services. In such cases the Employer will not unreasonably refuse to indemnify the Employee for the cost of additional necessary and reasonable legal services.

17.5 *Police Act* Proceedings

Where an allegation(s) is/are made against an Employee under the *Police Act*, an Employee will be indemnified for the necessary and reasonable costs of legal representation provided:

- (a) the allegation(s) arise from the Employee's performance, or attempted performance, in good faith, of the Employee's duties as police officer; and
- (b) the Employee is the respondent at a public hearing or review on the record pursuant to Part 11 of the *Police Act*; or
- (c) the Employee successfully appealed the decision of an adjudicator following a public hearing pursuant to Section 154(3) of the *Police Act*; or
- (d) the Employee is the subject of a review under Section 117 of the *Police Act* and is required to make written or oral submissions. Note, however, that if a Section 117 review results in a discipline proceeding pursuant to Section 117(9) of the *Police Act*, the Member will not be indemnified for his or her legal costs associated with that discipline proceeding.

For clarity, Employees will not be indemnified for any other legal costs incurred as a result of proceedings under the *Police Act*, including but not limited to the costs associated with responding to or participating in investigations, attendance at or participation in pre-hearing conferences or discipline proceedings or the unsuccessful appeal of public hearings.

17.6 Civil Actions

An Employee named defendant in a civil action for damages arising from the Employee's performance, or attempted performance, in good faith, of the Employees' duties will be represented by legal counsel appointed by the Employer and the Employer will pay the associated necessary and reasonable legal costs, in addition to any damages awards against the Employee, provided:

- (a) the Employee co-operates fully in the defence of the civil claim; and
- (b) the Employer is given full authority in the conduct of the civil claim, including the authority to settle the civil claim at any time in the manner the Employer deems advisable in the circumstances.

Where legal counsel is of the view that a conflict exists between the Employee's defence of a civil claim and the Employer's defence of a civil claim, the Employee may be represented by a lawyer of his or her choice. In such cases the Employer will indemnify the Employee for his or her necessary and reasonable legal costs.

17.7 Offence(s) under the *Criminal Code*/Provincial Statutes

An Employee who is charged with an offence(s) under the *Criminal Code* or a provincial statute other than the *Police Act* (with the exception of minor traffic offences) will be indemnified for the necessary and reasonable legal costs associated with his or her defence provided the charge(s) arise from the Employee's performance, or attempted performance, in good faith, or his or her employment duties.

17.8 Inquests and Royal Commissions

An Employee who causes the death of another person arising out of the performance, or attempted performance, in good faith, of the Employee's duties shall be indemnified for the necessary and reasonable legal costs associated with the Employee's representation by a lawyer at an inquest held pursuant to provincial law.

Where an Employee desires to have legal representation at a royal commission or proceedings not otherwise referred to in this Article 17 the Employee may, prior to the commencement of the proceedings, request that the Employer indemnify the Employee for all or a portion of the Employee's necessary and reasonable legal costs. It is understood that the Employer may accept, modify or reject the request.

17.9 Exclusions and Limitations

Notwithstanding the other provisions of this Article 17, Employees will not be indemnified for: a) punitive or aggravated damages; b) the legal costs arising from grievances under the collective Agreement; c) acts or omissions which did not occur or arise from the execution of employment duties; d) actions amounting to willful neglect, gross dereliction of duty or deliberate abuse of police power; or e) actions resulting from the willful violation of a lawful order.

17.10 Joint Representation

Notwithstanding the other provisions of this Article 17, where two or more Employees are charged with an offence or made the subject of a civil claim, inquiry, public hearing or review on the record, inquest, or royal commission, arising out of substantially the same circumstances, the Employer may limit its indemnification pursuant to this Article 16 to the reasonable legal costs of one (1) solicitor to represent the interests of both/all of them, including representation at any appeal, unless the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the Employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and the Union.

17.11 Notice

No notice is required from Employees seeking indemnity for three (3) hours' consultation under Article four (4) of this Article 17.

Employees who intend to apply for indemnification under any other provision of this Article 17 shall notify the Chief Officer or designate, in writing, within ten (10) days of receiving formal notification of being a) made subject of a public hearing or review on the record; b) named defendant in a civil claim; c) charged with a criminal or statutory offence; or d) made subject of an inquiry, inquest or royal commission.

Nothing in this Article 17 shall be interpreted as limiting the Chief Officer's or the Employer's ability to discipline any Employee of the Employer.

Article 18 - Employee Personnel Files

18.1 Personnel Files

- (a) An Employee is entitled to examine her/his own personnel file upon request to the Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the Employee's knowledge.

Article 19 - Layoff and Recall

19.1 (a) If a reduction of regular Employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular Employee shall be last hired, first laid off provided the retained Employee can perform the job.

(b) Not less than ten (10) working days written notice (twenty (20) working days for Employees with five (5) years of service or more) will be given to affected Employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.

(c) The Employer will endeavor to place regular Employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the Employee's Regional Transit Service Area is made available to an Employee the Employee shall not have any bumping rights under this Article provided that the placement would not require payment of moving expenses.

19.2 A regular Employee who is subject to layoff, and not eligible for placement under 19.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the Employee is currently employed on the following basis:

(a) An Employee with less seniority in the same job classification, or failing that, either:

(b) (i) An Employee with less seniority in a job which the Employee subject to layoff held as a regular Employee, or

(ii) Bumping is also allowed to an equal or lower group that the displaced Employee has not previously held but which, in the opinion of the Employer, the Employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the Employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the Employee shall be placed on the recall list and will fall under the provisions of Article 18.06. This type of bumping is limited to the Service Area in which the Employee is currently employed.

(c) Regular Employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other Employees in accordance with this Article.

19.3 Severance Pay

- (a) Any regular Employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 19.02 will be laid off with severance pay as follows:
- 6 consecutive months of service – 2 weeks' regular earnings;
 - 3 consecutive years of service – 3 weeks' regular earnings;
 - Thereafter – one week's pay for each additional year of service.
- (b) An Employee who is eligible to receive severance pay in accordance with (a) above may elect to:
- (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular Employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

19.4 (a) An Employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.

- (b) An Employee affected by reduction in staff who assumes a lower group job under the terms of this Article, and who has less than one (1) years' service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

19.5 A regular Employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the Employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

19.6 (a) Laid-off Employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the Employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if

they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Human Resources.

- (b) New Employees will not be hired until Employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any Employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all Employees on the recall list who are eligible for recall under Article 19.06(b). Such Employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with Employees being rehired in order of their seniority. An Employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An Employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (f) An Employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an Employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the Employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the Employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an Employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

19.7 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

19.8 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular Employees.
- (b) Regular Employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:
 - (i) Training
 - (1) For the operation of new equipment.
 - (2) For qualifying for new jobs created by such changes.
 - (3) For other vacant positions within the Employer for which the Employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.
 - (ii) Placement

The Employer will attempt to place Employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the Employee is capable of filling with training provided in (i)(3) above.
 - (iii) Bumping

A regular Employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Article 19.02.
 - (iv) Salary Treatment

Regular Employees affected by this Article who are placed in lower level positions shall receive salary treatment under Article 10.06(c).
- (c) Regular Employees who are unable, or refuse to bump under Article 19.02(a) and (b) shall be laid-off in accordance with the provisions of Article 19.

Article 20 - Discipline and Dismissal

20.1 Just Cause

The Employer shall not dismiss or discipline any Employee, other than a casual Employee, unless just cause exists. The test for a casual Employee is whether such Employee is suitable for continued employment. In determining suitability, the Employer is entitled to rely on any factor which could affect the satisfactory performance of the Employee's job or the employment relationship.

20.2 Union Representation

An Employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The Employee shall be advised of this right prior to proceeding with the disciplinary meeting.

20.3 Notice

Beyond a verbal warning, the Employer shall provide an Employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

20.4 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any Employee.

Article 21 - Grievance Procedure

21.1 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Human Resources Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Article 20.03 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Article 21.2 below.

21.2 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the Employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An Employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the Employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the Employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the Employee or his/her Job Steward not later than five (5) working days from the date the grievance was

discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and the Human Resources Department within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to the Human Resources Department and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach Agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the Employee(s) affected by it.

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an Employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an Employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour

Relations Board, or other body may:

- (a) Direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
- (b) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

21.3 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an Employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (i) Investigate the difference;
- (ii) Define the issue in the difference; and
- (iii) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

21.4 Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

21.5 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Article 21.01. By mutual Agreement of the Employer and the Union any other grievance may begin at Stage II.

21.6 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual Agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be David McPhillips, Daniel Johnston, Robert Pেকেles and Kate Young.
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 21.02(d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by Agreement between the Parties at any time:
 - (a) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 103 of the *Labour Relations Code*.
9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.

10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
12. The Parties shall share equally the fees and expenses of the arbitrator.

The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2014.

TRANSIT SECURITY
MANAGEMENT LIMITED
(TSML):

TRANSIT POLICE PROFESSIONAL
ASSOCIATION
(TPPA):

Barry Kross
Deputy Chief, Support Services

Bryce Graham
Union Representative

Ed Eviston
Deputy Chief, Operations

CJ Kyle
Union Representative

Tara McPhail
Legal Counsel

Daffydd Hermann
Union Representative

Clark Glassford
Manager, Human Resources

Letter of Agreement #1

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

This letter shall be the only reference regarding 10 hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As Employees ATO days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the 10 hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following

$$\text{formula: } \frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7 ½) shall refer to ten (10) hours and eight and one half (8 ½) hours shall now refer to eleven (11) hours.
- b. All time worked on an Employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{\text{BANK } 1.07143} = \text{CREDITED HOURS IN TIME-OFF}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect ATO days being integrated into an Employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hour increments.

- b. Annual entitlement shall be banked for all Employees covered by this letter and shall be scheduled off as mutually agreed by an Employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an Employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If through unforeseen circumstances an Employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 8.19(d) save and except the words “followed by deferred ATO days”.

Sign-Up

All sign-ups shall be conducted in accordance with Article 13.10 except as modified below. Commencing the first working day of each year, each Employee will sign for either A or B squad.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party.

In the event that this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

Signed this 24th day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #2

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Flexible Work Arrangements for Police Support Staff

This Letter is attached to, and remains in effect during, the 2011 – 2015 collective Agreement.

1. This Letter of Agreement applies to Staff, only.
2. Staff generally work the hours set out under Article 12.04(a) and at the times set out under Article 12.04(d) of the collective Agreement.
3. The Employer recognizes that, from time to time, Staff may desire to work different work hours and or begin or end their work shift at different times ("Alternate Work Schedule").
4. The Employer will give reasonable consideration to proposals that do not negatively impact operations.
5. Staff desirous of working different work hours and or beginning or ending their work shift at different times may submit to their immediate supervisor, with a copy to the Manager, Human Resources and the Union, a proposal outlining the proposed Alternate Work Schedule.
6. The Members' immediate supervisor will review the proposal and provide his/her recommendation to the Manager, Human Resources. After consultation with the Union, the Manager, Human Resources will determine whether the Alternate Work Schedule may be adopted.
7. Under no circumstances will proposals for Alternate Work Schedules be implemented or, once implemented, continued where the Employer's operations are negatively impacted.

Signed this 24th day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #3

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Re: Updating of Collective Agreement after Ratification

The Employer and the Union agree as follows:

1. Following ratification, the Employer and the Union will establish a Labour-Management Committee (the "Committee") for the purpose of reviewing and updating certain provisions of the new collective Agreement.
2. The Committee will, in particular, focus on the following Sections:
 - The evaluation of jobs;
 - Length-of-service increases for civilian Employees;
 - The promotion and transfer process for civilian Employees; and
3. The Employer and the Union may agree to review and update additional Articles.
4. Any changes made by the Committee to the collective Agreement will be made by mutual consent.
5. The Employer and the Union also agree to engage in exploratory research regarding the ability of the Members to participate in an 80-factor pension plan similar to the Municipal Employee Pension Plan and the Emergency Services Pension Plan. After completion of the exploratory research, any further steps will depend on the outcome of a risk and cost analysis.

Signed this 24th day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

Letter of Agreement #4

Letter of Understanding between TransLink Security Management Limited (Employer) and Transit Police Professional Association (Union)

Part-time Regular Schedules

Schedules for Part-Time Regular Employees will be governed by the following rules:

1. (a) With respect to Article 6 (n) an assigned regular schedule will be established by **The Employer** at the time of hire and will be for a minimum period of two (2) weeks.
(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks' notice of any change.
3. Notice of change is not required where a schedule is varied by mutual Agreement between the Employee and the Supervisor.

Signed this 21st day of November, 2014:

For the Union (TPPA)

For the Employer (TSML)

AGREEMENT

Between:

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY
(TransLink)**



and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, Local 378**



Effective Date: April 1, 2010
Expiry Date: March 31, 2011

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AGREEMENT

THIS AGREEMENT

made between:

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY
(TRANSLINK)**

(hereinafter called the "Employer")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(hereinafter called the "Union")

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2010**, and ending **March 31, 2011**, and thereafter until terminated as follows:
2. Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.
6. Joint Standing Committees:

Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" mean "working days"; reference to "years" mean "calendar years" unless otherwise specified in this Agreement.

Article 1. – Recognition Clauses

- 1.01 This Agreement shall apply to and be binding upon all employees of the Employer described in a variation to a Certification issued to the Union on the 6 November, 1985 and which includes those employees "employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time." Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.
- 1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.
- 1.03 The Employer will not discriminate against any employee because of membership in the Union.

The Employer will permit employees who are officers or representatives of the Union to carry out their duties on the Employer's time and with no loss in pay in respect to investigating complaints, resolving grievances and distributing Union bulletins. Such employees when carrying out these duties on the Employer's time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. The Union will notify the Employer of its officers and representatives in writing on a regular basis.

- 1.04 Officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.

The Employer will not charge the Union, for salaries of employees excused from work on Union business by arrangement with the Employer's **Human Resources Department**, where such time is one (1) day or less, or where it involves joint Union-Management committees or government sponsored conferences; for example, Labour-Management conferences.

It is the Union's intent to provide the Employer with as much advance notice as possible of requests to grant leave of absence to Executive Board Officers and Councillors of the Union to attend to union business in accordance with this Section of the Agreement. In any event, the Union will endeavor to give a minimum of one week's notice of such requests. Further

the Union agrees its Board members will notify their Supervisor, orally, as far in advance as possible, of scheduled Executive Board meetings.

- 1.05 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for members appointed or elected to positions with the Canadian Office & Professional Employees' National Union.
- (c) For those filling elected positions in the Canadian Office & Professional Employees' National Union, the leave of absence will be reviewed every two (2) years. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- (d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
- (e) The Employer will provide a union bulletin board in a suitable location in each workplace.
- 1.06 (a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.
- (c) When there is a reasonable opportunity to bring in third party contract work, or bring in work which is currently being subcontracted, the parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.

The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.

The committee must unanimously agree to any waivers of the provisions of the Collective Agreement as to the specific contracting in. These waivers will only apply for the period of the contracting in, unless extended by the parties.

Such terms and conditions with a copy of any waivers, shall be detailed in a letter of provision and shall have no precedent value as regards to the Collective Agreement or attachments thereof.

1.07 Employee Definitions

(a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

(b) Part-Time Regular

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

(c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or

related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. Services of temporary staff employees may be terminated by giving or receiving twenty-four hours notice.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension Plan. However, should a vacation relief employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(d) Casuals

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

Article 2. – Union Security and Deduction of Dues

- 2.01 (a) The Employer agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Employer, whichever event shall later occur, as a condition of continued employment by the Employer become and remain members of the Union and that the Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.

(b) The Employer will provide the Union with the following:

- (i) **Employee Information:** Listing of COPE employees, including Employee number, name, job title, job group, job code, hire date, and seniority date. This list will be in compliance with the Freedom of Information and Protection of Privacy Act, and will be provided from Human Resources to the Union on a semi-annual basis (January and July of each year).
- (ii) **Dues Deduction Information:** Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly overtime dues, monthly overtime earnings, monthly regular and monthly overtime dues combined, initiation fees, assessment dues, calendar year-to-date total of regular and overtime dues combined; as well as a list of employees in COPE who did not pay dues and the reason why dues were not deducted; and a list of dues deduction information for employees in other jurisdictions who worked in COPE and therefore paid COPE dues. This list will be in compliance with the Freedom of Information and Protection of Privacy Act, and will be provided from Payroll to the Union on a monthly basis.
- (c) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.

2.02 Policies and Procedures

In cases where the Employer's policies and procedures conflict with the terms and conditions of the Collective Agreement the Agreement will prevail.

2.03 Labour-Management Cooperation

The Parties agree to cooperate to improve general efficiency and administrative practices.

2.04 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) members, three (3) Employer and three (3) Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet quarterly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the members of the Committee.

2.05 Neither TransLink nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with TransLink or its representatives which conflicts with the terms of this Agreement. It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

Article 3. – Grievance Procedure

3.01 Definition

- (a) "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Section 5.06. All other grievances shall be settled in accordance with the procedures set out below:

3.02 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's **Human Resources Department** or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Section 3.03 below.

3.03 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and **the Human Resources Department** within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to **the Human Resources Department** and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within ten (10)

working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the employee(s) affected by it.

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
 - (a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
 - (b) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (i) Investigate the difference;
- (ii) Define the issue in the difference; and
- (iii) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

- 3.05 Where the time limits mentioned in this Section are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

- 3.06 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section 3.02. By mutual agreement of the Employer and the Union any other grievance may begin at Stage II.

3.07 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be Emily Burke, Joan Gordon, David McPhillips, and Leon Getz.
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03(d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.

7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
 - (a) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Section 103 of the Labour Relations Code.
9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
12. The Parties shall share equally the fees and expenses of the arbitrator.
13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

Article 4. – Salary Scales and Allowances

Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.

Bi-weekly rates are computed on the basis of forty-six percent (46%) of monthly rates.

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

COPE SALARY SCALES AS OF APRIL 1, 2010

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,404	14.7432	2,515	15.4240	2,594	15.9084	2,673	16.3929	2,779	17.0430	2,889	17.7176
2	2,624	16.0924	2,747	16.8468	2,831	17.3619	2,918	17.8955	3,036	18.6191	3,155	19.3489
3	2,864	17.5643	2,992	18.3493	3,090	18.9503	3,189	19.5574	3,314	20.3240	3,440	21.0968
4	3,128	19.1833	3,272	20.0665	3,371	20.6736	3,481	21.3482	3,616	22.1761	3,755	23.0286
5	3,410	20.9128	3,567	21.8756	3,683	22.5870	3,795	23.2739	3,941	24.1693	4,102	25.1567
6	3,729	22.8691	3,892	23.8688	4,020	24.6538	4,143	25.4081	4,308	26.4200	4,476	27.4503
7	4,070	24.9604	4,250	26.0643	4,384	26.8861	4,524	27.7447	4,700	28.8241	4,883	29.9464
8	4,442	27.2418	4,639	28.4500	4,786	29.3515	4,929	30.2285	5,132	31.4734	5,335	32.7184
9	4,843	29.7011	5,060	31.0319	5,222	32.0254	5,388	33.0434	5,599	34.3375	5,823	35.7112
10	5,291	32.4486	5,526	33.8898	5,704	34.9814	5,877	36.0424	6,109	37.4652	6,351	38.9493
11	5,771	35.3923	6,033	36.9991	6,227	38.1888	6,419	39.3663	6,675	40.9363	6,939	42.5554
12	6,303	38.6549	6,589	40.4089	6,800	41.7029	7,004	42.9540	7,282	44.6589	7,569	46.4190

Non Office

4.02 Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an employee while he/she is on sick leave. After returning to work the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Section 7.05, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.

An employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

An employee who is promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) An employee who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.05(a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

4.03 First Aid Premium

In order to provide employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which also include the requirements of **WorkSafeBC**.

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates as per (i) below. When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance.

- (i) Designated Employees (Acting as **Occupational** First Aid Attendants, or their Back-up, under **WorkSafeBC** Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

- (ii) Non-designated Employees authorized to receive First Aid Allowances.

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1 – 2 years	\$.21 per hour	\$ 34.24 per month
Level 2 – 2 years	.24 per hour	39.13 per month

It is understood that the above rates will be increased to be consistent with Company policy in other areas of the Employer's operations whenever such increase occurs.

4.04 Training Premium

In training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

Article 5. – Job Descriptions and Evaluations

5.01 Establishment of Job Evaluation System

- (a) It is the intent of this Article that all jobs will be evaluated consistently and equitably relative to each other by use of the TransLink/COPE Gender Neutral Job Evaluation Manual.
- (b) Job evaluations and grouping of jobs established under the TransLink/COPE Gender Neutral Job Evaluation Plan shall be changed only through application of that plan, and related procedures as set out in this Article.

5.02 New Job Classifications

A new job classification is defined for the purpose of this section as:

- (a) A newly created job classification which has not previously existed, or
- (b) Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six (6) month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.

5.03 Job Description and Evaluation Procedure

- (a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix B. Appendix B will be updated every six (6) months by the Human Resources Department, and forwarded to the Union Office.
- (b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may contact **the Human Resources Department** to discuss any problems or to obtain information related to jobs under review. Jobs may be appealed by the Union if a joint review has been completed and no agreement can be reached on the evaluation.
- (c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.

- (d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done using the factor and level definitions outlined in the Plan.
- (e) Job descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the representative group of affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initialing does not necessarily indicate agreement with the content or evaluation of the job description.
- (f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03(c).
- (g) All job descriptions will be evaluated by the Human Resources Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

5.04 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint four (4) Job Evaluation Review Officers. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officers.
- (b) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 5.07.

- (c) The Union Job Evaluation Review Officer may meet with **the Human Resources Department** to review changes in duties and/or responsibilities in existing jobs which may have occurred.

5.05 Job Evaluation Review Procedure

- (a) Step One

Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to the Human Resources Department. Within ten (10) working days of receipt, the Employer will notify the Union of the request.

The **Director, Human Resources** or his/her designate, will respond to and/or meet with the incumbent to resolve the review within thirty (30) working days of such referral.

- (b) Step Two

Should such review not be resolved within sixty (60) working days of receipt by the Human Resources Department, it will be forwarded through the **Director, Human Resources** for resolution through the Job Evaluation Appeal process.

5.06 Standing Arbitrator

The Parties agree to employ and share all costs of the named individual, chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Section 5.07 through the application of the Employer's Job Evaluation Plan.

5.07 Job Evaluation Appeal

In the event that the Job Evaluation Review Process is unable to resolve the appeal it will be referred by the **Director, Human Resources** or his/her designate to the Standing Arbitrator for final resolution within twenty (20) working days.

In such instances, Job Evaluation Review Officers will submit their findings, (i.e., joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the **Director, Human Resources**. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

5.08 In the case of an upgrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event an employee initiates an appeal within twenty (20) working days following a review by the Employer, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.

Article 6. – Seniority

- 6.01 All employees of the Employer as of 6 November, 1985 shall have their accumulated seniority as total continuous elapsed time as an employee of the Employer and its predecessors in a job category under COPE jurisdiction.

All employees hired subsequent to 6 November, 1985 shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under COPE jurisdiction.

- 6.02 No credit shall be given for terms of temporary work except as provided in (a) and (b) below:

- (a) Full-time temporary and casual employees who obtain regular status shall be granted seniority calculated from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime) since March 28, 2005.
- (b) When two or more Full-Time Temporary or casual employees are being considered for a vacancy posted pursuant to Section 7.11 of this Collective Agreement, Sub-Section 7.11(d) will apply to these employees and they will be considered to have seniority calculated from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime) since March 28, 2005, for the sole purpose of filling these postings.

- 6.03 Part-time regular employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by W.C.B.

For the purposes of converting seniority from hours to years for part-time regular employees only, regular hours worked will be multiplied by 1.0652.

- 6.04 An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.

Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Section 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one (1) year from the date that the employee is required to withdraw from the Union under this provision.

- 6.05 (a) Military leave of absence, leave of absence on COPE business or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.
- (b) An employee granted a leave of absence for any reason other than those covered in (a) above will accumulate seniority during the duration of such absence provided they maintain their membership in COPE.
- 6.06 (a) An employee who is on the recall list shall retain his/her past seniority plus continue to accrue seniority while on that list.
- (b) Seniority accrued while on the recall list will not be considered in determining Employer service.
- 6.07 Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.
- 6.08 Regular employees who obtain temporary positions outside the COPE bargaining unit but remain within TransLink shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their COPE membership and remit required Union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required.

Article 7. – Employment, Transfer and Termination

7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year, whichever comes first. These periods may be extended for up to another equal amount of hours by mutual agreement between the Employer and the Union. The Employer will endeavour to advise the probationary employee of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding the previous sentence a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

7.02 Hiring Rates

- (a) New employees will be hired at the minimum rate for the job, except that the Employer may hire up to step 3 of the salary range, at its option, to recognize related experience. New employees may be hired above step 3 of the salary range in exceptional cases, provided agreement is reached with the Union. Such agreement shall not be unreasonably withheld.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, his/her salary will be determined as though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph.

7.03 Employee Listing

The Employer will provide the Union monthly with a list of all employee hiring's, transfers, promotions and terminations.

7.04 Promotions, Demotions and Transfers

The following definitions will apply in the event of job changes occurring within or between salary scale categories; i.e. office to office, non-office to office, non-office to non-office or office to non-office.

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.

- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than two (2) consecutive working days and in the case of Subsections 7.06(a) and 7.06(b) is for six (6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- (f) By definition, "blue circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Section 4.02.

7.05 Permanent Promotions

- (a) When an employee is promoted he/she will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.

- (c) When an employee is promoted from a position he/she has taken under the provisions of Subsections 7.08(b) or (c) the following salary policy will apply:
 - (i) If the employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with 7.05(a) above.
 - (ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the employee remained on that higher job group level.
 - (iii) If the employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of 7.05(c)(ii) and then the provisions of 7.05(a).

7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level his/her promotional increase will be determined by Subsection 7.05(a) above. If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which the employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An employee who is temporarily promoted under the foregoing provision

shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of 7.05(a).

- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

7.07 Lateral Transfers

When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

7.08 Demotions

- (a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.
- (b) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

- (c) Any employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:
 - (i) Regular employees must accept retraining as provided by the Employer without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
 - (iii) Regular employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
 - (iv) The Union will waive job postings to facilitate transfers of employees.

7.09 Eligibility for Job Competitions

- (a) An employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

7.10 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under COPE jurisdiction, shall be given to Local 378 COPE members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular employees.

- (b) Full-time temporary employees and casual employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

7.11 Job Posting

- (a) All COPE job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, existing job title and employee number of successful COPE applicants for the Employer job vacancies under COPE jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.
- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and job posting prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on his/her present job.

- (e) Non-COPE bargaining unit employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this Article.
- (f) Although selection of employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for COPE job postings upon request to the local Human Resources Offices.

7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over four (4) months in duration will be posted in accordance with Section 7.11. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.11(d).

An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said employee shall have a vested right to return to his/her regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.

- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Subsection 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, TransLink will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.

- 7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the **Director, Human Resources**. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 8. – Layoff and Recall

- 8.01 (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee the employee shall not have any bumping rights under this Article, provided that the placement would not require payment of moving expenses as outlined in Article 17.

- 8.02 A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the employee is currently employed on the following basis:
- (a) An employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06. This type of bumping

is limited to the Service Area in which the employee is currently employed.

- (c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

8.03 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
- 6 consecutive months of service – 2 weeks' regular earnings;
 - 3 consecutive years of service – 3 weeks' regular earnings;
 - Thereafter – one week's pay for each additional year of service.
- (b) An employee who is eligible to receive severance pay in accordance with (a) above may elect to:
- (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

- 8.04 (a) An employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.
- (b) An employee affected by reduction in staff who assumes a lower group job under the terms of this section, and who has less than one (1) year's service in the higher group job will assume the salary which he/she would have attained had he/she

moved directly to the lower group job on the same date that he/she moved to the higher group job.

- 8.05 A regular employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.
- 8.06 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the **Director, Human Resources**.
- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.

- (f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

8.07 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

8.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular employees.
- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

- (i) Training

- (1) For the operation of new equipment.
 - (2) For qualifying for new jobs created by such changes.
 - (3) For other vacant positions within the Employer for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

- (ii) Placement

The Employer will attempt to place employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the employee is capable of filling with training provided in (i)(3) above.

(iii) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Section 8.02.

(iv) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.08(c).

- (c) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

Article 9. – Discipline and Dismissal

9.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

9.02 Union Representation

An employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

9.03 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

9.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any employee.

Article 10. – Working Hours

10.01 Work Day and Week

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01(g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
- (c) Definitions
 - “Standard” means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
 - “Authorized Variation” means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
 - In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation as defined in this Article. In the case that the employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 11.04.
- (d) Standard and authorized variations will be as follows:
 - (i) Starting time – Standard 08:00

Authorized Variation 06:00 – 10:30
 - (ii) Lunch break – Standard – per current local practice

Authorized Variation – one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift. The Employer agrees to

supply beverages at an economic price where cafeteria services are available.

(iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday positions as agreed to by the Parties.

(iv) Application – Standard – to be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off*, however any deferred days may be used for:

- (a) Sick leave supplement,
- (b) Pay-off on termination,
- (c) To cover for leaves of absence pursuant to Subsection 19.01(b) and Section 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.

* This requirement is not "Subject to Departmental Requirements".

(e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.

(f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of 1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

An equivalent percentage payment of RWWL will apply to non-full-time regular employees in accordance with Section 1.07 of the Agreement.

- (g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for the period they are absent in excess of 30 days.

Article 11. – Shift Work and Non-Standard Hours

11.01 Shift Work – Shift Job List

Jobs which cannot be accommodated by authorized variation and which are required to be scheduled on a shift basis because of the requirements of the Employer's operation are listed below. This list is subject to change.

Existing positions may also be added to this list by mutual agreement between the Employer and the Union.

Shift Job List

Quality Review Reader
Designated Constable

Police Communications Operator
Police Data Entry Clerk

11.02 Where employees work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An employee who does not receive 104 days off (excluding RWWL days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than

March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to midshift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 ½) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

11.05 Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the agreement, the Union agrees to discuss the issue of re-assigning employees for cross training purposes.

11.06 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Employer may request an employee to temporarily change his/her shift or work overtime.

When shift employees' shifts are changed, thirty-six (36) hours notice will be provided prior to the commencement of the new shift and the following will apply:

- (a) Shift Change
 - (i) Shifts commencing outside the 36 hours, no penalty.
 - (ii) Any shift commenced inside the 36 hours notice (notice to be confirmed in writing) will be paid at overtime rates.
- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
 - (i) An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
 - (ii) In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.

Article 12. – Overtime, Call-out, Standby and Telephone Consultation

12.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category.

One and one-half (1 ½) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day except that two (2) times an employee's base rate will be paid for:

- (a) All hours in excess of eight and one-half (8 ½) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- (b) All hours in excess of seven and one-half (7 ½) hours worked in a work day where an employee works overtime both before and after his/her scheduled shift on that day.
- (c) All work on an employee's scheduled days off up to nine (9) hours 200%, from nine (9) hours to ten and one-half (10 ½) hours 225%, for ten and one-half (10 ½) hours and thereafter 300%.
- (d) All overtime worked between the hours of 00.00 and his/her normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may have in their bank more than a total of eighty-eight (88) hours at any one time. Where the bank is reduced, the bank can be refilled up to the eighty-eight (88) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bring his/her bank to the eighty eight (88) hour maximum.
- (f) An employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day where such excess hours worked are the result of a change in an employee's signed up shift schedule.

12.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see 12.06).
- (d) Where an employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (½) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (½) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be:

Breakfast	\$12.00
Lunch	\$12.00
Dinner	\$12.00

- (e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 ½ hours per day.

- (f) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
 - (i) Provided that normal means of transportation is not available.
 - (ii) Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - (iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked.

12.03 Reporting at Non-Regular Centre

If an employee is required to report for his/her regular day's work at a centre other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

12.04 Minimum Paid Periods

If an employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she

is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

12.05 Standby Duty and Telephone Consultation

(a) Standby Duty (Court Liaison)

An employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Telephone Consultation

Where an employee is consulted by a Supervisor, his/her delegate or an on duty employee by telephone outside of his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.

- (iv) In situations where the call is made by an on duty employee, the call must be in response to a serious and significant problem that requires consultation. Such situations will be reviewed by the Employer.

12.06 Call-out Provisions

(a) Minimum Compensation

An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time he/she leaves his/her residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in 12.01(c) will apply for any hours exceeding seven and one-half (7 ½) hours worked on an employee's scheduled days off.

(b) Meals

Where an employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 12.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

Article 13. – Vacations

13.01 Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

13.02 Year-of-Hire Vacation Entitlement

Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

13.03 Annual Vacation Entitlements

An employee shall EARN his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.
- (b) Vacation Entitlements

In the calendar year of:

*1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) vacation days has been reached.

13.04 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
 - (1) an employee's rate of pay at the time the vacation is taken or,

- (2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (1) or percentage (2) calculations above. This adjustment (A/V differential) will be paid to all affected employees in two (2) payments.

Approximately fifty percent (50%) will be paid on a designated pay day no later than the last pay day in April of each year, and the remainder will be paid on the pay day immediately prior to Christmas of each year. A/V differential will not be pro-rated for vacation deferred or banked.

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.

13.05 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Employer after 1985-11-06 will receive credit for all past service with the Employer (including BCT, MTOC service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

13.06 Broken Vacations

Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

13.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

13.08 Statutory Holidays During Vacations and Leaves of Absence

An employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

13.09 Relieving on Higher-Grouped Job

If an employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or workers' compensation injury.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, income continuance, **WorkSafe**, maternity leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

13.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent from work on sick leave or **WorkSafe** immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time he/she originally scheduled his/her vacation. In order to qualify for such rescheduling the employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or **WorkSafeBC** Benefits.

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the employee would have been physically unable to perform his/her assigned duties.

- (b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the employee is required to be in attendance, during his/her vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer, and;
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual agreement of the employee and his/her Supervisor.

Article 14. – Statutory Holidays

14.01 For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

14.03 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with 14.01, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.

14.04 An employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 ½) hours for each statutory holiday (or any day in lieu thereof granted under 14.03 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days. In applying this Clause, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for employees who are required to bank their statutory holidays (e.g. depot clerks).

- 14.05 In addition to the provisions of Section 14.04 all time worked on statutory holidays shall be paid at double time rates, except as provided in Section 14.06.
- 14.06 Shift workers as listed in Section 11.01 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 ½) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.
- 14.07 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 14.08 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in 14.03 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in 14.03 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

Article 15. – Sick Leave Allowances

15.01 Current Sick Leave Allowances

All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by **WorkSafeBC** payments. The employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the employee's entered service date. The employee will have this increased by one (1) day for each additional month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days.
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on 01-01 of that year as determined by his/her length of service.

- 15.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

15.04 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the

determination of credits for sick leave. All employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.
- (c) An employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the parties in order to establish that the employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this section.

The employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the employee is medically fit to perform his or her normal duties, prior the employee returning to work.

The Employer shall give reasonable notice to any employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an employee's absenteeism is excessive, it may require the employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the employee before it invokes this right and will discuss the matter with the Union at its request.

15.06 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries, other than **WorkSafeBC** claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the employee with the number of sick days equivalent thereto.

Article 16. – Clothing Allowances

16.01 Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

16.02 Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$125.00 for one pair per year or \$250.00 per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

16.03 It is understood that where safety shoes are not required and an employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job. The following guidelines shall be considered in determining suitable footwear:

- (a) Footwear should be made of leather or other equally firm material.
- (b) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (c) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 17. – Transportation Allowance

- 17.01 (a) Where an employee uses his/her personal vehicle on the Employer business, with the approval of the Employer, he/she shall receive a mileage allowance per kilometer in accordance with Company Policy for all distance travelled on Employer business.

All claims must be reported in kilometers for the calculation of the reimbursement. To convert miles to kilometers multiply by 1.6 (e.g. 100 miles = 160 kilometers).

- (b) It is each employee's responsibility to ensure that his/her vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his/her vehicle for "to and from work", will be reimbursed by the Employer on proof of expense.

17.02 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from his/her designated headquarters or work location on Employer business with the approval of the Employer, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which he/she is headquartered.
- (b) The provisions of Sections 17.03 through 17.07 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his/her private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to his/her daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstances a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by TransLink.

17.03 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in traveling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel status.

Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.05 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 ½ hours per day for time spent waiting to leave that location.

17.04 Hours of Work

The regular hours of work for employees on travel status shall be 7 ½ hours per day and 37 ½ hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.

Where an employee both travels and works on a single day and the employee has actually worked less than 7 ½ hours during that day, the portion of travel time required to bring that employee's time worked up to 7 ½ hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 ½ hours on a day in which the employee actually performs work will be considered time worked.

17.05 Overtime on Travel Status

- (a) Overtime will be paid for time worked in excess of 7 ½ hours in a day and 37 ½ hours in a week as specified elsewhere in the Collective Agreement.
- (b) Overtime will not be paid to employees traveling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

17.06 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed as follows:
 - 1 Airline, ferry, taxi, bus and/or train fares; automobile rental fees. **Public** transportation will be at economy class and automobile rentals will be compact cars. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - 2 Public accommodation tariff not exceeding \$65.00 per day unless otherwise approved by the Employer; and
 - 3 Incidental expenses such as fees for parking, telephone, laundry and valet services.

- (b) Meal allowances to a maximum of \$40.00 per day shall be paid without receipts on the following basis:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

- (c) A mileage allowance per kilometer in accordance with Company Policy shall be paid to an employee using his/her private vehicle to travel from his/her residence to the determined public transportation mode terminal and from that terminal to his/her residence.

17.07 One Person Rooms

If an employee who is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, such request will be granted provided accommodation is available at the time.

17.08 Reimbursement of Childcare Expenses

If the Employer requires an employee to be out of the employee's Regional Transit Service Area (GVRD) overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of receipted child care expenses up to \$25.00 per day to a maximum of fifteen (15) days per calendar year.

17.09 Travel Insurance

The Employer shall obtain and pay for any necessary additional medical insurance that an employee may need while travelling on Employer business. This additional insurance will not impact the employee's benefit limits as outlined in this agreement.

Article 18. – Safety Requirements

18.01 Working Practices

It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.

No employee shall undertake any work which he/she deems to be unsafe. Such incidents must be immediately reported, and investigated by management in consultation with the Union.

18.02 The Employer and the Union agree to establish joint Management/Union Health and Safety Committees as provided for in the Workers' Compensation Act and Regulations.

18.03 Video Display Terminals

- (a) When a majority of an employee's daily work time requires monitoring video display terminals which use cathode ray tubes, such an employee shall have an eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance.
- (b)
 - (i) Pregnant employees shall have the option to discontinue monitoring video display terminals which use cathode ray tubes.
 - (ii) When a pregnant employee chooses not to monitor such video display terminals and if other work that the employee is able to perform at the same or lower job group is available within the Employer and within her Regional Transit Service Area, she shall be temporarily appointed to such work. Salary treatment will be administered in accordance with the conditions of Subsection 7.08(b).
 - (iii) Where a work assignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for pregnancy leave.

- (c) The Employer shall ensure that new equipment shall:
 - (i) have adjustable keyboards and screens wherever possible;
 - (ii) meet radiation emission standards established by the Ministry of Labour;
 - (iii) ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

Article 19. – Leaves of Absence

19.01 Leave of Absence

- (a) Subject to operational requirements employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five years.

- (b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the employee to reschedule a medical or dental appointment that conflicts with operational requirements.

19.02 Bereavement Leave

- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

19.03 Special Leave

Any employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall-bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Subsection 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day. For those employees who are not entitled to earn RWWL days, such leave will be considered to be leave without pay.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

19.04 Court Leave

When a regular employee, other than employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the employee's private affairs, Leave of Absence without pay may be granted.

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

19.06 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (1) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (2) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).

- (d) A request for leave must:
- (1) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
 - (2) be given to the Employer at least (3) weeks before the day the employee proposes to begin leave.
- (e) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.
- (g) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (h) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.
- In cases of special circumstances an employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (i) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or pregnancy leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another employee from within the department or;
 - (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per 19.06(a), above. The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

19.07 Parental Leave

- (a) An employee who requests parental leave is entitled to:
 - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,
 - (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,

- (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
 - (1) be given in writing to the Employer;
 - (2) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 19.06(c) or subsection (b) of this section.

The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.
- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

19.08 Paternity Leave

A male employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

19.09 Public Office Leave

Leave of absence without pay will be granted to employees who:

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either party.

Article 20. – Training

20.01 It is the Employer's general intent to follow a policy of promotion from within. To this end the Employer will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Employer. This assistance may be in the form of financial aid or job rotation training in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 Financial Aid – Training Courses.

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

In general, the Employer will provide for three (3) categories of financial aid as follows:

- (a) Full cost of training borne by the Employer;
- (b) Half cost of training borne by the Employer;
- (c) Full cost of training borne by the individual, the Employer advancing a loan without interest.

In any particular instance the line Supervisor in consultation with the **Director, Human Resources** will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.

20.03 Cases Where Full Cost of Training is Borne by the Employer

This type of assistance will be given only at the direction of management or where management agrees that additional training will be helpful to an individual's present performance and requires approval by the Manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Employer will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

20.04 Cases Where One-Half (1/2) Cost of Training is Borne by The Employer

The Employer will bear one-half (1/2) the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Employer or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Employer's discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.

Application will be made through the **Director, Human Resources** by the employee's Supervisor and must be approved by him and the Manager of the division.

The Employer will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 50% of the original fee including prescribed textbooks and examination costs.

20.05 Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Employer. Application for a loan will be made to the **Director, Human Resources** and approved by the manager of the division.

20.06 Loans and Deductions

In all cases where a loan is required, the employee is to provide the first \$25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

20.07 Job Rotation

Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.

It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Employer.

Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.

The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.

Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:

- (a) The purpose of the rotation program as it applies to the individual.
- (b) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
- (c) The period of the assignment. This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when his/her progress will be discussed with him/her.

Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.

The Employer's salary administration policy provides no impediments to a rotation program:

- (a) An employee moving to a position which is at the same level or lower level than his/her regular position will retain his/her salary and continue to be treated in terms of salary progression on his/her regular job.
- (b) An employee moving to a position which is at a level higher than his/her regular position will maintain his/her present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply.) Upon return of the applicant to his/her regular job, he/she will return to the salary he/she would have reached had he/she remained on his/her regular job.

20.08 Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.

The **Director, Human Resources** will assist line organization in working out job rotation projects for training purposes.

Article 21. – Benefit Plans

21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include:
 - (1) Eyeglass and Laser Eye Surgery Coverage (\$400 per person in a twenty-four (24) month period to be used for either Eyeglasses or Laser Eye Surgery.
 - (2) Hearing Aid Coverage (\$1000 per person per ear hearing aid, each five (5) years). Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
 - (3) \$50,000 maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of \$1,000,000.00 per person.
 - (4) The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.
 - (5) The extended health plan will also provide annual hearing testing on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by **WorkSafeBC** and the Motor Vehicle Branch.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.

- (e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service will be provided with coverage equivalent to the above plans when combined with the medical coverage and extended health benefits provided by the Public Service Pension Plan. The Employer will pay the premiums of the Medical coverage and Extended Health Benefits.

Note: The word "month" as used above means "calendar month".

21.02 (a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$150,000.

Premium = 100% employee paid. Rates can be obtained from the Human Resources Benefits Section on request.

Evidence of insurability satisfactory to the carrier must be provided for:

- (i) new employees who apply for coverage in excess of \$30,000;
- (ii) any existing employee who applies for additional voluntary group life insurance;
- (iii) all applications for spousal coverage.

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (70% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrollment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

21.04 (a) Income Continuance

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. The terms of the plan shall be determined by the Union, except that the first thirty (30) days of disability are covered by available sick leave credits. The premium costs for this plan will be 100% paid by the employees.

A new employee shall not be entitled to long-term (Income Continuance) disability benefits if his/her disability resulted from a medical condition for which medical treatment, service, or supplies were received in the 90 day period prior to the date of hire, unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she has received no medical care for the pre-existing condition.

The employer will withhold the appropriate premiums through payroll deduction and remit same to the designated carrier in a manner prescribed by the carrier.

(b) Income Continuance Benefits

- (i) Sick Leave Supplement to Income Continuance Benefits: Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.
- (ii) The Employer will continue to pay 100% of an employee's benefit plan premium while he/she is on income continuance.

(c) **WorkSafeBC** Supplement

Employees on **WorkSafe** compensation will have **WorkSafeBC** payments supplemented by the Employer, so that the employee will receive a total amount

equal to his/her regular straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the employee receives compensation from **WorkSafeBC**. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

(d) **WorkSafeBC Advance**

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the COPE jurisdiction) times their hourly wage times seventy-five percent (75%) for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If **WorkSafeBC** reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from **WorkSafeBC** will be paid directly to the Employer.

An employee whose **WorkSafeBC** claim is denied, even if the claim is being appealed, will cease receiving advances.

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100 per payment (or ten percent (10%) of the employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding **WorkSafeBC** advance will be recovered from the employee's final pay.

- 21.05 An employee on leave of absence without pay, for reasons other than sick leave or pregnancy leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Sections 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

The Employer employees who are on leave of absence in accordance with Section 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the employee.

- 21.06 (a) The premium costs and dividends, where applicable, for the above plans outlined in Sections 21.01, 21.02(a) and 21.03 above shall be paid for 100% by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

21.07 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the employer's contribution) during the life of this Agreement for employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Employment Insurance Act.

Article 22. – Transit Pass

- 22.01 All of the Employer's employees who are members of COPE, except casual employees shall be entitled to a yearly transit pass. In addition, one free pass will be issued to a spouse or child.
- 22.02 Casual employees shall be reimbursed for local journeys on the Employer's urban transit system between the employee's home and the employee's work location, or provided with a transit pass at the Employer's discretion.
- 22.03 Retired employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. Such passes will be automatically issued to employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not.
- 22.04 An employee shall surrender his/her pass upon termination of employment.
- 22.05 All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

Article 23. – Personal Rights

23.01 Harassment

- (a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.
- (b) The Employer and the Union agree to work together, under the auspices of the Prevention of Workplace Harassment Policy, to ensure that the workplace is harassment free.
- (c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent and expeditious.
- (d) The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input on the Harassment Policy. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.
- (e) An employee who alleges that he/she has been subject to harassment may file a grievance pursuant to Article 3.00 of the Collective Agreement.

23.02 Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

23.03 Electronic Monitoring

(a) Notice of Monitoring

The Employer agrees to provide the Union with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Employer further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

(b) Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur.

(c) Monitoring Guidelines

The Employer will not install monitoring equipment for reasons not related to the Employer's business. The Employer will advise employees of the location of equipment which is installed on a permanent basis for reasons of security.

23.04 Personal Duties not Required

The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.

23.05 Employee Indemnity

The Employer shall indemnify and hold harmless all COPE employee(s) from any civil actions, civil claims, and any damages, costs and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Employer, provided however that the employee(s) shall not be indemnified for:

- (a) Punitive or aggravated damages;
- (b) The cost of legal representation arising from grievances under the collective agreement; or
- (c) Acts or omissions which did not arise in the normal course of their employment with the Employer; or
- (d) Acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- (e) Any legal costs which are not covered by Clause 23.06.

23.06 Legal Representation

In situations covered by the indemnity set out in Clause 23.05 above, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub-Clause 23.06(b) below.
- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- (c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 23.06(c).
- (d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of all those employees.
- (f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.

- (h) If, at any time, the Employer has reasonable grounds to believe that:
1. the employee(s)' acts or omissions were not in the course of normal employment; or
 2. the employee(s)' acted in bad faith; or
 3. the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of lawful order, or gross negligence;

the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Clause 23.05 or Clause 23.06 shall be interpreted as limiting the Employer's right to discipline any COPE employee under the terms and conditions of the collective agreement.

Article 24. – Employee Personnel Files

24.01 Personnel Files

- (a) An Employee is entitled to examine her/his/her own personnel file upon request to the appropriate Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- (c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided that during this two (2) year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

24.02 Performance Assessments

- (e) The Employer will implement and maintain a performance assessment and development program designed to assist Supervisors/Managers in the training and development of COPE staff. These forms will be destroyed when replaced by the following year's form upon request of the employee.

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from his/her Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may have the last performance assessment removed from his/her file.

- (f) Where it is determined that an employee's performance is less than fully adequate the Supervisor will immediately advise the employee and indicate on the performance assessment the date(s) that the notification took place.

SECTION "P" – SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY POLICE SERVICE (referred to as "SCBCTAPS")

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY POLICE SERVICE

This section shall contain provisions negotiated specifically for Designated Constables. All provisions of the Collective Agreement shall continue to apply unless specifically changed in Section "P".

Designated Constables for the purposes of this section shall mean any members who hold the designation of Sworn Designated Constable covered by this Collective Agreement.

1.0 RECRUITS

1.01 Pre-Recruit

The Employer agrees to employ potential Recruits as Pre-Recruits. Employees while in Pre-recruit status will be employed in meaningful work capacity. Pre-recruits will accrue seniority and other entitlements under the Collective Agreement with the exception of Probationary period in Section P.

1.02 Hiring Recruit Constables

It is understood that in hiring Recruit Constables that the provisions of LOA #9 External Candidates shall not apply. Internal candidates shall be given preference should they be equal to an external candidate.

1.03 Recruit/Pre-Recruit

a. Justice Institute

It is agreed the Recruit Justice Institute Training fee will be at the expense of the Recruit up to a maximum of 50% of the cost of the Justice Institute Training Fee.

b. Probation

A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of employment.

During the 18 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph.

The probationary period shall be for the purposes of determining an employee's suitability for continued employment. During the probationary period, the supervisor will evaluate the performance of the employee and shall provide the employee feedback on performance concerns.

Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the employee.

During the probationary period, the employment of an employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for regular employment.

An employee's suitability for continued employment shall be decided on the basis of factors such as:

- (a) conduct;**
- (b) quality of work;**
- (c) ability to work harmoniously with others; and**
- (d) ability to meet the operational and administrative standards set by the Employer.**

If an employee successfully completes the probationary period and continues in the same position as a regular employee, seniority and annual leave benefits and other prerequisites referable to length of service shall date back to the date of employment.

An employee who has been hired from Translink or from within the Translink group of companies and is deemed not successful during the 18 month required basic training, it is agreed Translink will explore alternate work arrangements on a case-by-case basis.

The above is subject to the grievance procedure.

2.0 SALARY

Employees shall be paid based on the following pay scale:

		Effective April 1st, 2010 increase 3%		
		hourly rate	monthly	Annual
Probationer	72%	27.8505	4,844	58,128
4th class	80%	30.9495	5,383	64,596
3rd class	85%	32.8871	5,720	68,640
2nd class	90%	34.8131	6,055	72,660
1st class	100%	38.6883	6,729	80,748
10 years *	105%	40.6201	7,065	84,780
15 years *	110%	42.5577	7,402	88,824
20 years *	115%	44.4838	7,737	92,844
Sgt.	125%	48.3589	8,411	100,932
Stf Sgt.	135%	52.2283	9,084	109,008

* In order to qualify for receipt of 105%, 110% and 115% each constable must have completed the required years of service as well as having completed the appropriate amount of courses as agreed in the Incremental Entitlement Policy. Courses of study are to be taken on their own time. Courses to be approved by the Department.

2.01 Method of Pay

(a) Bi-weekly pay rates shall be derived from monthly rates in accordance with the following formula:

$$\frac{\text{Monthly rate} \times 12}{26.089} = \text{bi-weekly rate (rounded to 2 decimal places)}$$

All pay adjustments shall be made on the basis of hourly pay rates calculated in accordance with the following formula:

$$\frac{\text{bi-weekly rate}}{80}$$

3.0 WORKING HOURS/DAYS/YEARS

3.01 Working Hours

Working hours shall be the equivalent of forty (40) hours per calendar week which shall include a 1/2 hour paid lunch break per day.

3.02 Work Day

(a) The work day shall be any ten (10) consecutive hours of work, including a thirty (30) minute paid lunch period for Constables working a schedule of 4 days on and 3 days off in a calendar week.

(b) The work day shall be any eleven (11) consecutive hours of work, including a thirty (30) minute paid lunch period for Constables working a schedule of 4 days on and 4 days off.

3.03 Work Year

The work year shall be the equivalent of 2080 hours. Members working the shift schedule set out in (b) above will average (77) hours of work bi-weekly instead of the prescribed eighty (80) hours biweekly. These members shall receive eighty (80) hours pay bi-weekly and shall owe the employer 72 hours each year.

The hours owed to the Employer shall be recovered as follows:

(a) No more than 32 hours shall be utilized by the Employer for training. The remaining portion of the 72 hours shall be deducted from the employees RWWL bank.

(b) Remaining RWWL time shall be taken as time off and shall not be exchanged for monies.

4.0 REDUCED WORK WEEK LEAVE

Each designated constable shall receive a total of 127.50 hours reduced work week leave annually.

5.0 OVERTIME

(a) Overtime shall be paid as follows: The first hour after an Employee's regular scheduled shift shall be paid at 150% of the employee's hourly rate. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day. All hours worked before an employee's normal shift shall be paid in accordance with 12.01(d)

(b) All time worked on an employee's scheduled days off shall be paid in accordance with Article 12.01(c).

Members called out to events for which the Employer recovers costs from third (3rd) parties shall not be entitled to receive time off in lieu of payment; it must be taken in cash.

6.0 STATUTORY HOLIDAYS

Shall be earned and paid in accordance with Article 14 except that members shall earn ten (10) or eleven (11) hours per Statutory Holiday dependant on the Employees shift schedule.

7.0 PREMIUMS

7.01 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Designated Constables shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

7.02 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-quarter (1 ¼) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

7.03 Field Training Premium

Any Designated Constable who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in Article 4.04 plus an additional 2 ½% percent premium for all hours worked while conducting the training.

8.0 SHIFTING

8.01 Shifting Committee

The Joint Shifting Committee is constituted by the Parties as a standing committee. The role of the Committee is to review, consider and make recommendations to the Chief Officer with respect to any proposed changes to established shifting arrangements. The Joint Shifting Committee shall be comprised of the following members or their designate:

- (a) Deputy Chief Officer**
- (b) Inspector Operations**
- (c) Two members appointed by the Union**
- (d) Analytical support staff as required (i.e.: Criminal Analyst)**

8.02 Sign Up

Sign up for squads A/B or C/D will take place no later than November 15th of the previous year to commence on the first working day of each year.

During the sign up each member will choose their specific shift for 3 identified sheet start dates in a calendar year, shift choices will be within the above chosen squads either A/B or C/D.

Annual Vacation signup shall take place after the shift signup and prior to December 15th of each year.

8.03 Shift Sign Up

Recruits will participate in Shift Sign Up and AV Selection based on seniority. Within the first 48 months' of employment, the employer has the right to deploy Recruits based on bona fide operational needs in accordance with seniority provisions. This is subject to the grievance procedure. Should an occasion arise necessitating a shift change, the employer will provide 30 calendar days' notice.

9.0 VACATION ENTITLEMENT

Vacation Entitlement shall be as follows:

1st – 7th Anniversary	120 hours
8th – 15th Anniversary	160 hours
16th – 22nd Anniversary	200 hours
23rd and later anniversary	240 hours

Employees will be entitled to an additional 1 day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs until a total of 280 hours has been reached.

Payment of vacation shall be calculated in accordance with Article 13.04(a).

It is understood this increase in vacation entitlement will not result in additional costs to Translink. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to Translink.

10.0 SICK LEAVE

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b).

11.0 COMPLAINTS UNDER *POLICE ACT*

Sworn Constables are subject to all complaints being filed under the *Police Act* and thus are not covered by the provisions of LOA #8 Complaints Against Employees.

12.0 SERGEANTS AND STAFF SERGEANTS RESPONSIBILITIES

Sergeants and Staff Sergeants responsibilities shall be as follows:

- (a) May perform duties largely similar to those whose work he/she directs;**
- (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;**

(c) Provides detailed supervision of routine aspects of the work by -

- i) ensuring even work flow and consistency of effort;**
- ii) allocating various phases of work to different individuals within a general framework.**
- iii) transmitting instructions to other employees;**
- iv) performing a quality control function in respect to subordinates;**
- v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the Sergeant or Staff Sergeant will bring the matter to the attention of the Inspector who will take suitable disciplinary action;**
- vi) provides on-the-job detailed training to employees with respect to the performance of their job duties.**

(d) May be required to conduct investigations regarding the performance of the subordinates whom he/she directs.

13.0 CLOTHING

13.01 Clothing/Dry Cleaning Allowance

All sworn members who are issued uniforms and/or are required to provide and wear civilian clothing as part of their regular duties, shall be reimbursed by the Employer in the amount of one thousand and seventy dollars (\$1,070) per annum. This allowance shall be used to offset clothing and cleaning cost incurred by the member. The member shall receive this allowance in two (2) payments annual (first pay period of May and first pay period of November).

13.02 Kit and Clothing Committee

The parties agree that a Kit and Clothing Committee be formed and comprised of two (2) Employer representatives and two (2) Union members and other members as agreed by the Employer and the Union. The committee's mandate will be to add, delete or modify uniform and equipment items issued to the Designated Constables of the SCBCTAPS.

The uniform and equipment items will be issued upon hire or replaced upon proof of need:

- | | |
|--------------------------------------|--|
| -Hat and hat badge | -OC spray and holder |
| -Patrol Jacket | -Double handcuff holder |
| -Fleece | -2 pair handcuffs |
| -External body armour carrier | -Swivel handcuff key |
| -4 long sleeve shirts | -Ticket book and cover |
| -4 short sleeve shirts | -Holster & magazine pouches |
| -2 Ties and 1 tie tac | -Baton and swivel holder |
| -4 T-shirts - long sleeve | -Kevlar gloves |
| -4 T-shirts - short sleeve | -Radio pouch & lapel |
| -2 pair cargo pants | -Firearm and ammunition |
| -Body armour | -Suspenders |
| -Boots | -Fur Hat |
| -Inner and outer belt | |

The committee is required to operate within the established budget in between rounds of collective bargaining.

Any additions, deletions or modifications to this list will require the approval of the Kit and Clothing committee.

14.0 RESIGNED AND RETIRED MEMBERS

Any former member who has resigned or has retired on superannuation or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend Court as a consequence of the performance of their duties as a police officer shall be allowed compensation equivalent to a minimum of four (4) hours at straight time rates.

The applicable rate of pay for a member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such member at that date of resignation, retirement or commencement of unpaid leave. Any member who is paid under this Section shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

15.0 MEMBER PARKING AT POLICE SERVICES

The Employer shall ensure that all members working at Police Services shall have a secure parking area at all future locations.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2011.

**SOUTH COAST BRITISH COLUMBIA
TRANSPORTATION AUTHORITY
(TRANSLINK):**

**CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES UNION
LOCAL 378:**

**Ana Lopez
Director, Human Resources**

**Kevin Payne
Union Representative**

**Heather Stewart
Program Manager, Human Resources**

**Pat Keeping
COPE Bargaining Committee Member**

**John Beaudoin
Director, Customer Engagement & Marketing**

**Ian Whittington
COPE Bargaining Committee Member**

**Oscar Allueva
Senior Labour Relations Advisor**

**Rob Gladwin
COPE Bargaining Committee Member**

**Rick McKillican
Inspector, Operations**

**Sarah Dhaliwal
COPE Bargaining Committee Member**

**Dan Dickhout
COPE Bargaining Committee Member**

Transit Security
Letter of Agreement #1

**South Coast British Columbia Transportation Authority
Police Service (referred to as “SCBCTAPS”)**

(previously LOA #25)

The following are BC Transit’s draft sections pertaining to the BC Transit Security Department for inclusion in the renewal Collective Agreement between BC Transit and COPE Local 378:

1. Definitions

“Department” – means **SCBCTAPS**;

“**SCBCTAPS**” – means an employee holding an appointment pursuant to Section 9 of the Policy Act;

“Citizen Complaint” – means a complaint under Part 9 of the Police Act;

2. Complaints Against **SCBCTAPS**

The employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee of the Employer, against any employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall be notified of the complaint and shall receive a copy of the complaint.

3. Citizen Complaints

It is understood that complaints of this nature are governed by the procedures set out in Part 9 of the Police Act. The employer undertakes to assist employees who are **SCBCTAPS** in complying with these statutory provisions in all cases when the complaint arises from the conduct of the employee in the performance, or attempted performance, in good faith of the duties of that employee as a Special Provincial Constable. It is understood that the employer and the employee must conform to the requirements of the Protocol Agreement between the Complaint Commissioner and BC Transit Security.

4. Indemnification of **SCBCTAPS**

The employer agrees to indemnify and save harmless the **SCBCTAPS** of the Department from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee in the performance or attempted performance, in good faith of the duties and obligations as a BC Transit **SCBCTAPS**, PROVIDED HOWEVER that the **SCBCTAPS** shall not be indemnified for punitive damages, for the cost of legal representation arising from grievances under the Collective Agreement or responding to allegations of breach of the Discipline Code, for the acts or omissions of the **SCBCTAPS** which did not arise in the course of, or result from, the execution of the employee's duties and obligations, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate abuse of police power, or willful violation of a lawful order. It is understood that the Discipline Code is a requirement of the Ministry of the Attorney General in order to fulfill the accountability requirements set by the Ministry.

5. Provision of Legal Services and Advice

It is understood that "legal costs: shall mean the reasonable cost of legal service and advice necessarily incurred on behalf of the employee. "Reasonable" shall be determined by reference to the account, detailing time and charge, rendered by the solicitor retained by or on behalf of the employee. Such account shall conform to the tariff of fees and disbursements fixed from time to time by the Attorney General of British Columbia and made applicable to the employer, or such other tariff as may be agreed upon by such solicitor and the employer in the advance of the legal costs being incurred.

Legal services and advice shall be made available by the employer to the employee in the following instances:

- (a) An employee who is charged with a criminal or statutory offence arising from acts done in the performance, or attempted performance, in good faith, of the employee's duties shall be paid for legal costs incurred in the defence of such charge. It is understood that the employee shall have the right to select legal counsel in these cases.
- (b) An employee who is named as a defendant in a civil action in which the plaintiff claims a remedy as a consequence of acts done by the employee in the performance, or attempted performance, in good faith of the employee's duties shall be entitled to legal services and advice from a solicitor appointed by the employer and all legal costs shall be borne by the employer, PROVIDED THAT the employer shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable. It is understood that the employer shall select legal counsel in these cases.

If at any time in the course of the defence of action, the employer or the employee determines that a conflict exists or is likely to arise between their respective defence, then the employee shall be entitled to retain a solicitor.

- (c) An employee whose conduct becomes the subject of a Citizen Complaint arising from acts done in the performance, or attempted performance in good faith of the duties of the employee may be represented in such proceedings by a solicitor and is entitled to be paid by the employer for legal costs thereby incurred.

It is understood that for the purpose of (c) the employee shall have the right to choose legal counsel in these cases.

- (d) In each of the foregoing instances when an employee is entitled to legal representation, or to be paid for legal representation, the legal costs shall include costs incurred in the taking of any appeal recommended by the solicitor retained for the legal services and advice. Should the employee initiate an appeal contrary to the opinion of the solicitor retained and subsequently win the appeal, the employee is entitled to be paid by the employer for legal costs thereby incurred, provided that the employee is entitled to legal representation or to be paid for legal representation as provided in (a), (b) or (c) above.
- (e) Notwithstanding any other provisions of this section, where two or more employees are charged with an offence, named as defendants in any action, or whose conduct becomes the subject of a Citizen Complaint, arising out of the same, or a directly related incident, the employer may limit their right to legal representation by requiring that one solicitor be retained to represent the interests of all of them, UNLESS, the solicitor determines that a conflict exists as between the interests of the employees whose interests are in conflict shall be entitled to separate legal representation. In circumstances where one solicitor is to be retained to represent more than one employee and the employees are unable to agree as to the selection of a solicitor, the matter shall be conclusively settled by a designate of the employer and a designate of the Union; It is understood that legal counsel shall be chosen by the employee(s) in these cases.
- (f) Any employee who intends to apply for legal services and advice in accordance with the provisions of this section shall notify the employer, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, being named a defendant in a civil action, or becoming the subject of a Citizen's action, or becoming the subject of a Citizen's complaint. Failure to comply with this time limitation may result in an employee being denied the right of legal representation at the expense of the employer.

Nothing in this section shall be interpreted as limiting the employer's right to discipline any employee of the Department under the terms and conditions of the Collective Agreement.

6. Indemnification of other employees

The employer agrees to indemnify and save harmless the Security & Fare Inspectors, Crime Prevention Officers (other than those who are **SCBCTAPS**) and Security Guards employed by BC Transit from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee, while on duty, in the performance or attempted performance, in good faith of the duties of that employee PROVIDED HOWEVER that the employee shall not be indemnified for punitive damages for the cost of legal representation arising from grievances under the Collective Agreement or for the acts or omissions of the employee which did not arise in the course of, or result from, the execution of the employee's duties, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, or willful violation of a lawful order.

FOR BC TRANSIT:

FOR COPE:

L. G. Pante
Manager, Employee Relations

S. Watson
Sr. Business Representative

C. J. Connaghan
Labour Relations Consultant

A. C. W. Hobbis
Business Representative

September 17, 1992

Appendix "B"

Job Group Listing

Job Group 4

Reception and Administrative Clerk
Data Entry Clerk

Job Group 5

Document Control Clerk
Fare Dealer Representative
Properties Clerk
Project Clerk
Police Clerk/Receptionist
Claims Administration Clerk

Job Group 6

Accounts Payable Clerk
Accessible Transit Admin. Clerk
Cost Assistant
Customer Services and Marketing Clerk
Purchasing Assistant
Police Data Entry Clerk
Creative Services Assistant
Finance Clerk
Recruiting Assistant
Planning Assistant

Job Group 7

Accounting Officer
Claims Representative
Community Liaison Officer
Contract Coordinator
Fare Dealer Coordinator
Graphic Artist
Police Communication Operator
Telecommunications Administrator
Creative Services Production Assistant
Marketing Representative

Job Group 8

Engineering Assistant
Records Analyst
Contract Revenue Analyst
Contracts Coordinator
Crime Analyst
Quality Review Reader

Job Group 9

Capital Project Analyst
Community Relations Officer
Fleet Inspector
Insurance and Contract Analyst
Marketing Officer
Transportation Demand Management Officer
Marketing Representative II
Claims Examiner
Graphic artist

Job Group 10

Accessible Transit Planner
Key Account Officer (TDM)
Marketing Specialist
Planning Analyst
Accounting Analyst
Fleet Inspector
Procurement Officer
Transportation Planning Analyst – GIS

Job Group 11

Senior Buyer
Senior Claims Examiner
Intelligent Transportation Systems Administrator
Senior GIS Administrator
HandyDart Systems Analyst

Job Group 12

Non Office

Letter of Agreement #1
Re: Job Evaluation Procedures and
Work Leadership Responsibilities
Effective Date: 1980-10-01

This memorandum sets out an understanding reached by BC Transit and Local 378 of the OPEIU relative to job descriptions, the job evaluation system and its administration.

It is agreed that:

1. Prior to writing a job description or evaluating a job, a representative of the Job Evaluation Section will discuss the job responsibilities with the affected employee and the Supervisor concerned. An employee's signature on the job description will only indicate that the employee has read and understands the job description.
2. The intent is that job descriptions will describe the job duties and responsibilities as clearly and specifically as possible.
3. The Human Resources Department will indicate in some manner on the job description, those duties or responsibilities which they consider most significant, and will discuss these with the employee concerned when preparing the job description.
4. The duties and responsibilities set out in job descriptions will be those which were included as a part of the job at the time the job description was written.
5. When jobs are re-evaluated the Human Resources Department will advise the Union briefly, by form, of any factor grading which is reduced.
6. The introduction of a new lower level of an existing job classification must be discussed with the Union thirty (30) days before implementation.
7. Jobs listed or agreed to be added to the non-office job list will not be covered by the Job Evaluation System.
8. Work leadership responsibilities shall be as follows:
 - (a) May perform duties largely similar to those whose work he/she directs;
 - (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;

- (c) Relieves the Supervisor of detailed supervision of routine aspects of the work by –
 - (i) ensuring even work flow and consistency of effort;
 - (ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
 - (iii) transmitting the Supervisor's instructions to other employees;
 - (iv) performing a quality control function in respect to subordinates;
 - (v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
 - (vi) assists the Supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

F.M. de Moor
Business Representative
Local 378, Office and
Technical Employees Union

R.G. Warren
Labour Relations Officer
BC Transit

1980-10-01

Letter of Agreement #3

Part-time Regular Schedules - Article 1.07(b)

Schedules for Part-Time Regular employees will be governed by the following rules:

1. (a) With respect to Article 1.07(b) an assigned regular schedule will be established by **The Employer** at the time of hire and will be for a minimum period of two (2) weeks.

(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

R.G. Warren
Labour Relations Officer
BC Transit

F.M. de Moor
Business Representative
Local 378, Office &
Technical Employees Union

1980-10-01
Date

Letter of Agreement #8 Complaints Against Employees

(previously LOA #9)

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint.

For BC Transit:

For OPEIU:

C.J. Connaghan
Labour Relations Consultant

S. Watson
Senior Business Representative

December 12, 1991

Letter of Agreement #9 External Candidates

(previously LOA #10)

14 December 1992

Mr. Scott Watson
Senior Business Representative
Office & Technical Employee's Union
Local 378
4740 Imperial St.
Burnaby, BC
V5J 1C2

Dear Mr. Watson:

Further to our discussions during the negotiations for renewal of the collective agreement, this letter confirms that the Human Resources Departments will be directed to ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

Yours truly,

L.G. Pante
Acting Vice-President
Corporate Services

Letter of Agreement #10 Alternate Hours of Work

(previously LOA #11)

In view of the interest that has been expressed by employees concerning alternate hours of work, the parties agree to establish the following provisions as a means of addressing alternate hours of work.

- When a majority of workers within a work group desire to work alternate hours, they shall submit to their Union representative and immediate manager a detailed proposal outlining the alternate hours. Individual employees may also submit requests as outlined above if they desire to work alternate hours.
- Upon receipt of the proposal, the parties (Union representative or delegate and manager or delegate) shall meet within 15 days to discuss the proposal to determine whether the alternate hours can be accommodated. Every reasonable consideration will be given to the proposal.

For TransLink:

Kelly Lownsbrough
Graeme Masterton
Heather Stewart
Bob Huston
Julie Raymond
John Beaudoin

For Cope:

Kevin Payne
Ian Whittington
Rob Gladwin
Bob Derby
Dan Dickhout
Pat Keeping

Dated this 20th day of April, 2007.

Letter of Agreement #13
Re: Hours of Work "Hours of Work"
and Headquarters
- BC Transit Steno Pool

(previously LOA #14)

Notwithstanding the provisions of Article 7.11(b), 12.03, Letter of Understanding #7 and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Steno Pool area of Employment Services:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. Should there be a requirement for an employee to transfer from one location to another during the shift, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
3. These employees shall work a normal seven and one-half (7 ½) hours shift with the normal lunch and coffee breaks as provided for in the Collective Agreement.
4. Should there be a requirement for an employee to transfer from one location to another during the shift as described in 3, above, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
5. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.

It is understood and agreed by the Parties that this Agreement has been entered into on the understanding that these provisions shall substantially reduce or eliminate the need to have outside agency personnel.

FOR THE UNION:

FOR THE EMPLOYER:

"A.C.W. Hobbis"

"R.G. Warren"

Date: March 9, 1990

Letter of Agreement #19

Short Term Disability (STD) and Long Term Disability (LTD) Plans

(Previously LOA #20)

- A) The Employer and the Union agree that the sick leave plan should be reviewed as soon as possible to determine if there could be an extension of the current thirty (30) day illness provision. The Employer and the Union will implement such a change if it can be achieved on a cost neutral basis to the Employer or if additional costs can be offset by savings respecting the Employment Insurance rebate.
- B) (i) The Employer and the Union agree to work together in support of the Union's desire to opt out of the BC Transit Health & Welfare Benefit Trust (or its successor trust) with the objective of having an Income Continuance (LTD) Plan provided by the Union no later than June 30, 1999.
- (ii) In addressing this mutual objective, the Employer and the Union may retain benefit consultants and actuaries, whose costs will be equally shared by the parties.
- (iii) The costs for the LTD (Income Continuance) Plan will continue to be borne by the employees. However, this does not preclude any of the new corporate entities after April 1, 1999 from discussing with the Union the possibility of the new employer assuming the costs of the LTD plan in lieu of all, or part of the 2% salary increase which would otherwise apply on April 1, 2000.
- C) The Employer and the Union agree that there should be early intervention in dealing with employee absence problems and that there should be compulsory participation in the rehabilitation program. The Employer acknowledges the benefit of a member of the OPEIU assisting in the rehabilitation and return to work program. This OPEIU representative will work within the Employer's rehabilitation program as and when required. This arrangement will be on a trial basis for a one year period from July 1, 1999 in the Lower Mainland Bus Company. Time spent working in this capacity will be considered a paid leave of absence.

For BC Transit:

For OPEIU, Local 378:

Dated: March 12th, 1999

Letter of Agreement #20 Medical Examinations

(Previously LOA #21)

The Employer and the Union agree that those persons responsible for administering the return to work program should have the ability to require an employee to undergo a medical examination by a doctor of the employee's choice in cases of excessive absenteeism. The Employer will pay the doctor's charges levied for completion of this report.

For BC Transit:

For OPEIU, Local 378:

Dated: March 12th, 1999

Letter of Agreement #29

Job Share Agreements

Job sharing is defined as a voluntary agreement between TransLink and two regular employees, to divide the hours of work of one Full-Time Regular position between the two regular employees (unless the Company and the Union agree otherwise) in a manner that provides full-time coverage of that position.

PROCEDURE:

a. Requesting Job Share

A Full-Time Regular employee who wishes to job share must submit, to their direct Supervisor or Manager for approval, a written proposal for job sharing. The proposal must include an outline of a proposed work schedule for each job share partner.

b. Approvals

The Company retains the right to approve job sharing arrangements on a case by case basis. In addition, a job sharing arrangement will not be permitted or allowed to continue if, in the opinion of the Company, the job sharing arrangement is not adequately meeting the needs of the Company.

If the proposal is approved, the Supervisor or Manager will forward the approved job share proposal to **the Human Resources Department** for posting.

c. Job Sharing Agreement

Once a suitable job sharing arrangement has been approved, a Job Sharing Agreement must be signed by the Company, the Union and the Job Share Partners. A copy of this Agreement will be provided to the Union. The Union's signature will not be unreasonably withheld.

The Job Sharing Agreement must include, but is not limited to, the items listing below:

A written statement which underlines the commitment of the Company and the Job Share Partners to the terms and conditions of the job sharing arrangement.

An outline of the work schedule for each job share partner. This schedule may be revised upon mutual agreement by the Job Share Partners and the Supervisor or Manager, as required or pursuant to the provisions of the Collective Agreement.

Provisions for staffing the full-time position in the absence of one of the partners due to sick leave, vacation, or any other temporary absence:

Each Job Share Partner is required to work on a full-time basis when the other partner is on annual vacation or sick leave or during any other temporary absence; in cases where the temporary absence is due to a long term illness, the remaining Incumbent will be offered the position on a temporary full-time basis; if the remaining Incumbent does not wish to revert to full-time status for the duration of the absence, the Company will seek to fill the vacant job share portion in accordance with Article 7; if the job share portion cannot be filled, the job share arrangement will be terminated.

The Job Share Partners are entitled to coverage under the Dental Plan, Medical Services Plan and Extended Benefits Plan. Based on the number of hours worked, each job share partner will pay a prorated premium on a cost shared basis.

Each job share partner will pay a premium based on hours worked for Income Continuance and they will make required contributions to the Pension Corporation. The Company will pay premiums for the Basic Group Life Insurance coverage based on annual earnings.

The Job Share Partners will accrue vacation, and sick leave as a Part-Time employee in accordance with the Collective Agreement.

Seniority will be calculated in accordance with the Collective Agreement.

Provisions for Statutory Holiday Pay and Overtime Premiums:

Statutory Holiday Pay will be in accordance with the Collective Agreement. Overtime Premiums will be paid in accordance with the Collective Agreement once seven and one half (7 ½) hours in a day or thirty seven and one half (37 ½) hours in a week is worked by one of the job share partners. In the event that the job share arrangement is for a position that is subject to a modified or compressed work week arrangement, overtime will apply after one of the Incumbents works more than a full shift in one day. All overtime must be pre authorized.

Length-of Service Increases and Annual Performance Reviews:

Length-of-Service increases will be based upon the number of hours worked and will be calculated in accordance with the Collective Agreement.

The job share Incumbents will receive a Length of Service increase after every 1829 hours of service until they reach the maximum of the pay grade.

A Length of Service increase may be withheld in accordance with the Collective Agreement.

Annual performance reviews for employees will be conducted in accordance with the Collective Agreement.

Selection to another position or termination of employment by one of the Job Share Partners:

Should be the original Incumbent be selected for another position, or terminate his or her employment, the full-time regular position will be posted. The remaining Job Share Partner may apply for the full-time regular position. Should the remaining Job Share Partner not be selected for the full-time position, then the provisions of Article 8 of the Collective Agreement would apply.

Should the Job Share Partner be selected for another position, or terminate his or her employment, the original Incumbent will assume the position on a full-time basis, and may elect to initiate a new job share arrangement as per 1 above.

Cancellation of the Job Share Arrangement:

During the first six (6) months of the job share, the job share arrangement may be cancelled by either the Company or any one of the Job Share Partners, with a minimum of thirty (30) calendar days' written notice. In the event that the job share arrangement is cancelled during the first six (6) months, both Job Share Partners will return to their former positions, as if they were formerly regular employees.

After the first six (6) months, the job share may be cancelled by the Company with a minimum of thirty (30) calendar days' written notice to both Job Share Partners. Should the job share arrangement be cancelled by the Company the original Incumbent will again assume that full-time regular position. The provisions of Article 8 will apply to the Job Share Partner. If the original Incumbent declines the full-time regular position, then the original Incumbent will be deemed to have resigned from their position and the full-time regular position will be posted.

A copy of any notices of cancellation will be forwarded to the Union.

For the Employer:

For the Union:

Heather Stewart

Dave Park

Dated March 31, 2006

Letter of Agreement #32
SCBCTAPS
Police Communications Operators – 10 Hour Shift

This letter shall be the only reference regarding 10 hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As employees RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the 10 hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7 ½) shall refer to ten (10) hours and eight and one half (8 ½) hours shall now refer to eleven (11) hours.
- b. All time worked on an employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hour increments.

- b. Annual entitlement shall be banked for all employees covered by this letter and shall be scheduled off as mutually agreed by an employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If through unforeseen circumstances an employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words “followed by deferred RWWL days”.

Sign-Up

All sign-ups shall be conducted in accordance with Article 11.05 except as modified below. Commencing the first working day of each year, each employee will sign for either A or B squad.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Julie Raymond

Kevin Payne, Union Representative

DATE: October 3, 2006

AGREEMENT

Between:

GREATER VANCOUVER TRANSPORTATION AUTHORITY (TransLink)



and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, Local 378**



Effective Date: April 1, 2007
Expiry Date: March 31, 2010

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AGREEMENT

THIS AGREEMENT

made between:

GREATER VANCOUVER TRANSPORTATION
AUTHORITY (TRANSLINK)
(hereinafter called the "Employer")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(hereinafter called the "Union")

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2007**, and ending **March 31, 2010**, and thereafter until terminated as follows:
2. Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.
6. Joint Standing Committees:

Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" mean "working days"; reference to "years" mean "calendar years" unless otherwise specified in this Agreement.

Article 1. – Recognition Clauses

1.01 This Agreement shall apply to and be binding upon all employees of the Employer described in a variation to a Certification issued to the Union on the 6 November, 1985 and which includes those employees “employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time.” Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

1.03 The Employer will not discriminate against any employee because of membership in the Union.

The Employer will permit employees who are officers or representatives of the Union to carry out their duties on the Employer’s time and with no loss in pay in respect to investigating complaints, resolving grievances and distributing Union bulletins. Such employees when carrying out these duties on the Employer’s time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. The Union will notify the Employer of its officers and representatives in writing on a regular basis.

1.04 Officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.

The Employer will not charge the Union, for salaries of employees excused from work on Union business by arrangement with the Employer’s Labour Relations Department, where such time is one (1) day or less, or where it involves joint Union-Management committees or government sponsored conferences; for example, Labour-Management conferences.

It is the Union’s intent to provide the Employer with as much advance notice as possible of requests to grant leave of absence to Executive Board Officers and Councillors of the Union to attend to union business in accordance with this Section of the Agreement. In any event, the Union will endeavor to give a minimum of one week’s notice of such requests. Further the Union agrees its Board members will notify their Supervisor, orally, as far in advance as possible, of scheduled Executive Board meetings.

- 1.05 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for members appointed or elected to positions with the **Canadian** Office & Professional Employees' **National** Union.
- (c) For those filling elected positions in the **Canadian** Office & Professional Employees' **National** Union, the leave of absence will be reviewed every two (2) years. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- (d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
- (e) The Employer will provide a union bulletin board in a suitable location in each workplace.
- 1.06 (a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.
- (c) When there is a reasonable opportunity to bring in third party contract work, or bring in work which is currently being subcontracted, the parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.

The Joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.

The committee must unanimously agree to any waivers of the provisions of the Collective Agreement as to the specific contracting in. These waivers will only apply for the period of the contracting in, unless extended by the parties.

Such terms and conditions with a copy of any waivers, shall be detailed in a letter of provision and shall have no precedent value as regards to the Collective Agreement or attachments thereof.

1.07 Employee Definitions

(a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

(b) Part-Time Regular

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

(c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. Services of temporary staff employees may be terminated by giving or receiving twenty-four hours notice.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension Plan. However, should a vacation relief employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(d) Casuals

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

Article 2. – Union Security and Deduction of Dues

- 2.01 (a) The Employer agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Employer, whichever event shall later occur, as a condition of continued employment by the Employer become and remain members of the Union and that the Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (b) The Employer will supply the Union, on request but not more often than twice a year, with a listing of COPE employees showing **Employee number**, name, job title, job group, division, department and work location in the order requested.
- (c) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.

2.02 Policies and Procedures

In cases where the Employer's policies and procedures conflict with the terms and conditions of the Collective Agreement the Agreement will prevail.

2.03 Labour-Management Cooperation

The Parties agree to cooperate to improve general efficiency and administrative practices.

2.04 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee, to be known as the Labour Management Committee to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) members, three (3) Employer and three (3) Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet quarterly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the members of the Committee.

- 2.05 Neither TransLink nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with TransLink or its representatives which conflicts with the terms of this Agreement. It is recognized by the parties, however, that there may be

situations where employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

Article 3. – Grievance Procedure

3.01 Definition

- (a) “Grievance” means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Section 5.06. All other grievances shall be settled in accordance with the procedures set out below:

3.02 Union or Employer Grievance

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer’s Labour Relations Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Section 3.03 below.

3.03 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances – Stage I

An employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) The unresolved discussion of a complaint; or
- (ii) The date the employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Human Resources Department and it shall be discussed with the employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Human Resources Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and Human Resources within twenty (20) working days of the Employer's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to Labour Relations and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding on the Parties and upon the employee(s) affected by it.

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.

- (iii) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
 - (a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
 - (b) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. David McPhillips, or a substitute agreed to by the Parties shall at the request of either Party:

- (i) Investigate the difference;
- (ii) Define the issue in the difference; and
- (iii) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

3.05 Where the time limits mentioned in this Section are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstituted. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

3.06 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section 3.02. By mutual agreement of the Employer and the Union any other grievance may begin at Stage II.

3.07 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be Emily Burke, Joan Gordon, David McPhillips, and Leon Getz.
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03(d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
 - (a) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.

- (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Section 103 of the Labour Relations Code.
 9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
 10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
 11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 12. The Parties shall share equally the fees and expenses of the arbitrator.
 13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

Article 4. – Salary Scales and Allowances

Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.

Bi-weekly rates are computed on the basis of forty-six percent (46%) of monthly rates.

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

COPE SALARY SCALES AS OF APRIL 1, 2007

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,200	13.4921	2,302	14.1177	2,374	14.5592	2,446	15.0008	2,543	15.5957	2,644	16.2151
2	2,402	14.7309	2,514	15.4178	2,591	15.8900	2,670	16.3745	2,779	17.0430	2,887	17.7053
3	2,621	16.0740	2,738	16.7916	2,828	17.3435	2,918	17.8955	3,032	18.5946	3,149	19.3121
4	2,863	17.5582	2,994	18.3616	3,085	18.9196	3,186	19.5390	3,310	20.2995	3,437	21.0784
5	3,121	19.1404	3,264	20.0174	3,371	20.6736	3,473	21.2992	3,607	22.1209	3,754	23.0225
6	3,413	20.9312	3,562	21.8450	3,679	22.5625	3,791	23.2494	3,943	24.1816	4,096	25.1199
7	3,724	22.8385	3,889	23.8504	4,012	24.6047	4,140	25.3897	4,301	26.3771	4,469	27.4074
8	4,065	24.9298	4,246	26.0398	4,381	26.8677	4,511	27.6650	4,697	28.8057	4,883	29.9464
9	4,432	27.1805	4,631	28.4009	4,779	29.3086	4,931	30.2408	5,124	31.4244	5,328	32.6755
10	4,842	29.6949	5,057	31.0135	5,220	32.0131	5,379	32.9882	5,590	34.2823	5,812	35.6437
11	5,282	32.3934	5,520	33.8530	5,699	34.9507	5,874	36.0240	6,109	37.4652	6,350	38.9432
12	5,768	35.3739	6,030	36.9807	6,223	38.1643	6,410	39.3111	6,664	40.8689	6,927	42.4818

Non Office

COPE SALARY SCALES AS OF APRIL 1, 2008

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,266	13.8969	2,371	14.5408	2,445	14.9947	2,519	15.4485	2,619	16.0618	2,723	16.6996
2	2,474	15.1725	2,589	15.8778	2,669	16.3684	2,750	16.8652	2,862	17.5520	2,974	18.2389
3	2,700	16.5585	2,820	17.2944	2,913	17.8648	3,006	18.4351	3,123	19.1527	3,243	19.8886
4	2,949	18.0856	3,084	18.9135	3,178	19.4900	3,282	20.1278	3,409	20.9067	3,540	21.7101
5	3,215	19.7169	3,362	20.6184	3,472	21.2930	3,577	21.9370	3,715	22.7833	3,867	23.7155
6	3,515	21.5567	3,669	22.5012	3,789	23.2371	3,905	23.9485	4,061	24.9052	4,219	25.8742
7	3,836	23.5254	4,006	24.5679	4,132	25.3407	4,264	26.1502	4,430	27.1682	4,603	28.2292
8	4,187	25.6780	4,373	26.8187	4,512	27.6711	4,646	28.4929	4,838	29.6704	5,029	30.8418
9	4,565	27.9962	4,770	29.2534	4,922	30.1856	5,079	31.1484	5,278	32.3688	5,488	33.6567
10	4,987	30.5842	5,209	31.9457	5,377	32.9760	5,540	33.9756	5,758	35.3126	5,986	36.7108
11	5,440	33.3623	5,686	34.8710	5,870	35.9994	6,050	37.1033	6,292	38.5875	6,541	40.1145
12	5,941	36.4349	6,211	38.0907	6,410	39.3111	6,602	40.4886	6,864	42.0954	7,135	43.7574

Non Office

COPE SALARY SCALES AS OF APRIL 1, 2009

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,334	14.3139	2,442	14.9763	2,518	15.4423	2,595	15.9146	2,698	16.5462	2,805	17.2025
2	2,548	15.6263	2,667	16.3561	2,749	16.8590	2,833	17.3742	2,948	18.0794	3,063	18.7847
3	2,781	17.0553	2,905	17.8157	3,000	18.3984	3,096	18.9871	3,217	19.7292	3,340	20.4835
4	3,037	18.6253	3,177	19.4839	3,273	20.0726	3,380	20.7288	3,511	21.5322	3,646	22.3601
5	3,311	20.3056	3,463	21.2378	3,576	21.9308	3,684	22.5932	3,826	23.4640	3,983	24.4269
6	3,620	22.2007	3,779	23.1758	3,903	23.9363	4,022	24.6661	4,183	25.6534	4,346	26.6531
7	3,951	24.2306	4,126	25.3039	4,256	26.1011	4,392	26.9352	4,563	27.9839	4,741	29.0755
8	4,313	26.4507	4,504	27.6221	4,647	28.4990	4,785	29.3454	4,983	30.5597	5,180	31.7678
9	4,702	28.8363	4,913	30.1304	5,070	31.0932	5,231	32.0806	5,436	33.3378	5,653	34.6686
10	5,137	31.5041	5,365	32.9024	5,538	33.9634	5,706	34.9937	5,931	36.3735	6,166	37.8147
11	5,603	34.3620	5,857	35.9197	6,046	37.0788	6,232	38.2195	6,481	39.7466	6,737	41.3166
12	6,119	37.5265	6,397	39.2314	6,602	40.4886	6,800	41.7029	7,070	43.3588	7,349	45.0698

Non Office

4.02 Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (b) Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an employee while he/she is on sick leave. After returning to work the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Section 7.05, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.

An employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

An employee who is promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) An employee who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.05(a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

4.03 First Aid Premium

In order to provide employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which also include the requirements of the Workers' Compensation Board.

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates as per (i) below. When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance.

- (i) Designated Employees (Acting as Industrial First Aid Attendants, or their Back-up, under Workers' Compensation Board Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	1.25 per hour	203.82 per month
Level 3	1.25 per hour	203.82 per month

- (ii) Non-designated Employees authorized to receive First Aid Allowances.

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1 – 2 years	\$.21 per hour	\$ 34.24 per month
Level 2 – 2 years	.24 per hour	39.13 per month

It is understood that the above rates will be increased to be consistent with Company policy in other areas of the Employer's operations whenever such increase occurs.

4.04 Training Premium

In training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

Article 5. – Job Descriptions and Evaluations

5.01 Establishment of Job Evaluation System

- (a) It is the intent of this Article that all jobs will be evaluated consistently and equitably relative to each other by use of the TransLink/COPE Gender Neutral Job Evaluation Manual.
- (b) Job evaluations and grouping of jobs established under the TransLink/COPE Gender Neutral Job Evaluation Plan shall be changed only through application of that plan, and related procedures as set out in this Article.

5.02 New Job Classifications

A new job classification is defined for the purpose of this section as:

- (a) A newly created job classification which has not previously existed, or
- (b) Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six (6) month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.

5.03 Job Description and Evaluation Procedure

- (a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix B. Appendix B will be updated every six (6) months by the Human Resources Department, and forwarded to the Union Office.
- (b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may contact Human Resources to discuss any problems or to obtain information related to jobs under review. Jobs may be appealed by the Union if a joint review has been completed and no agreement can be reached on the evaluation.
- (c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
- (d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done using the factor and level definitions outlined in the Plan.
- (e) Job descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the representative group of

affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initialing does not necessarily indicate agreement with the content or evaluation of the job description.

- (f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03(c).
- (g) All job descriptions will be evaluated by the Human Resources Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

5.04 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint four (4) Job Evaluation Review Officers. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officers.
- (b) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 5.07.
- (c) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.

5.05 Job Evaluation Review Procedure

- (a) Step One

Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to the Human Resources Department. **Within ten (10) working days of receipt, the Employer will notify the Union of the request.**

The **Manager**, Human Resources or his/her designate, will respond to and/or meet with the incumbent to resolve the review within thirty (30) working days of such referral.

(b) Step Two

Should such review not be resolved within sixty (60) working days of receipt by the Human Resources Department, it will be forwarded through the **Manager**, Human Resources for resolution through the Job Evaluation Appeal process.

5.06 Standing Arbitrator

The Parties agree to employ and share all costs of the named individual, chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Section 5.07 through the application of the Employer's Job Evaluation Plan.

5.07 Job Evaluation Appeal

In the event that the Job Evaluation Review Process is unable to resolve the appeal it will be referred by the **Manager**, Human Resources or his/her designate to the Standing Arbitrator for final resolution within twenty (20) working days.

In such instances, Job Evaluation Review Officers will submit their findings, (i.e., joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the **Manager**, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

5.08 In the case of an upgrouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

In the event an employee initiates an appeal within twenty (20) working days following a review by the Employer, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.

Article 6. – Seniority

- 6.01 All employees of the Employer as of 6 November, 1985 shall have their accumulated seniority as total continuous elapsed time as an employee of the Employer and its predecessors in a job category under COPE jurisdiction.

All employees hired subsequent to 6 November, 1985 shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under COPE jurisdiction.

- 6.02 No credit shall be given for terms of temporary work except as provided in (a) **and** (b) below:

- (a) Full-time temporary **and casual** employees who obtain regular status shall **be granted seniority calculated from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime) since March 28, 2005.**
- (b) When two or more Full-Time Temporary **or casual** employees are being considered for a vacancy posted pursuant to Section 7.11 of this Collective Agreement, Sub-Section 7.11(d) will apply to these employees and they will be considered to have seniority **calculated from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime) since March 28, 2005,** for the sole purpose of filling these postings.

- 6.03 Part-time regular employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by W.C.B.

For the purposes of converting seniority from hours to years for part-time regular employees only, regular hours worked will be multiplied by 1.0652.

- 6.04 An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.

Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Section 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one (1) year from the date that the employee is required to withdraw from the Union under this provision.

- 6.05 (a) Military leave of absence, leave of absence on COPE business or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.
- (b) An employee granted a leave of absence for any reason other than those covered in (a) above will accumulate seniority during the duration of such absence provided they maintain their membership in COPE.

- 6.06 (a) An employee who is on the recall list shall retain his/her past seniority plus continue to accrue seniority while on that list.
- (b) Seniority accrued while on the recall list will not be considered in determining Employer service.
- 6.07 Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.
- 6.08 Regular employees who obtain temporary positions outside the COPE bargaining unit but remain within TransLink shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their COPE membership and remit required Union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required.**

Article 7. – Employment, Transfer and Termination

7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year, whichever comes first. These periods may be extended for up to another equal amount of hours by mutual agreement between the Employer and the Union. The Employer will endeavour to advise the probationary employee of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding the previous sentence a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

7.02 Hiring Rates

- (a) New employees will be hired at the minimum rate for the job, except that the Employer may hire up to **step 3** of the salary range, at its option, to recognize related experience. New employees may be hired above **step 3** of the salary range in exceptional cases, provided agreement is reached with the Union. Such agreement shall not be unreasonably withheld.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, his/her salary will be determined as though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph.

7.03 Employee Listing

The Employer will provide the Union monthly with a list of all employee hiring's, transfers, promotions and terminations.

7.04 Promotions, Demotions and Transfers

The following definitions will apply in the event of job changes occurring within or between salary scale categories; i.e. office to office, non-office to office, non-office to non-office or office to non-office.

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.

- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than two (2) consecutive working days and in the case of Subsections 7.06(a) and 7.06(b) is for six (6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- (f) By definition, "blue circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Section 4.02.

7.05 Permanent Promotions

- (a) When an employee is promoted he/she will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.
- (c) When an employee is promoted from a position he/she has taken under the provisions of Subsections 7.08(b) or (c) the following salary policy will apply:
 - (i) If the employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with 7.05(a) above.
 - (ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the employee remained on that higher job group level.

- (iii) If the employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of 7.05(c)(ii) and then the provisions of 7.05(a).

7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level his/her promotional increase will be determined by Subsection 7.05(a) above. If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which the employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of 7.05(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

7.07 Lateral Transfers

When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

7.08 Demotions

(a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.

(b) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

(c) Any employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:

(i) Regular employees must accept retraining as provided by the Employer without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.

(ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.

(iii) Regular employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.

(iv) The Union will waive job postings to facilitate transfers of employees.

7.09 Eligibility for Job Competitions

- (a) An employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

7.10 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under COPE jurisdiction, shall be given to Local 378 COPE members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular employees.
- (b) Full-time temporary employees and casual employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy.

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

7.11 Job Posting

- (a) All COPE job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
 - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
 - (ii) Jobs at Group 3 or below.
 - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, existing job title and employee number of successful COPE applicants for the Employer job vacancies under COPE jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received **within five**

(5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.

- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and job posting prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on his/her present job.

- (e) Non-COPE bargaining unit employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this Article.
- (f) Although selection of employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for COPE job postings upon request to the local Human Resources Offices.

7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over four (4) months in duration will be posted in accordance with Section 7.11. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.11(d).

An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said employee shall have a vested right to return to his/her regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.

- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Subsection 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, TransLink will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.

- 7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the **Manager**, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 8. – Layoff and Recall

- 8.01 (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee the employee shall not have any bumping rights under this Article, provided that the placement would not require payment of moving expenses as outlined in Article 17.

- 8.02 A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the employee is currently employed on the following basis:

- (a) An employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06. This type of bumping is limited to the Service Area in which the employee is currently employed.
- (c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

8.03 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
- 6 consecutive months of service – 2 weeks' regular earnings;
 - 3 consecutive years of service – 3 weeks' regular earnings;
 - Thereafter – one week's pay for each additional year of service.
- (b) An employee who is eligible to receive severance pay in accordance with (a) above may elect to:
- (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

8.04 (a) An employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.

- (b) An employee affected by reduction in staff who assumes a lower group job under the terms of this section, and who has less than one (1) year's service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

8.05 A regular employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

8.06 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any

vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the **Manager**, Human Resources.

- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
 - (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
 - (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
 - (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
 - (f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
 - (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.
- 8.07 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

8.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular employees.
- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:
 - (i) Training
 - (1) For the operation of new equipment.
 - (2) For qualifying for new jobs created by such changes.
 - (3) For other vacant positions within the Employer for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.
 - (ii) Placement

The Employer will attempt to place employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the employee is capable of filling with training provided in (i)(3) above.
 - (iii) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Section 8.02.
 - (iv) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.08(c).
- (c) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

Article 9. – Discipline and Dismissal

9.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

9.02 Union Representation

An employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

9.03 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

9.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any employee.

Article 10. – Working Hours

10.01 Work Day and Week

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01(g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
- (c) Definitions
 - “Standard” means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
 - “Authorized Variation” means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
 - **In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation as defined in this Article. In the case that the employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 11.04.**
- (d) Standard and authorized variations will be as follows:
 - (i) Starting time – Standard 08:00

Authorized Variation 06:00 – 10:30
 - (ii) Lunch break – Standard – per current local practice

Authorized Variation – one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift. The Employer agrees to supply beverages at an economic price where cafeteria services are available.
 - (iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday **positions as agreed to by the Parties.**

- (iv) Application – Standard – to be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off*, however any deferred days may be used for:

- (a) Sick leave supplement,
- (b) Pay-off on termination,
- (c) To cover for leaves of absence pursuant to Subsection 19.01(b) and Section 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.

* This requirement is not "Subject to Departmental Requirements".

- (e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
- (f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of 1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

An equivalent percentage payment of RWWL will apply to non-full-time regular employees in accordance with Section 1.07 of the Agreement.

- (g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for the period they are absent in excess of 30 days.

Article 11. – Shift Work and Non-Standard Hours

11.01 Shift Work – **Shift Job List**

Jobs which cannot be accommodated by authorized variation and which are required to be scheduled on a shift basis because of the requirements of the Employer's operation are listed below. This list is subject to change.

Existing positions may also be added to this list by mutual agreement between the Employer and the Union.

Shift Job List

Quality Review Reader
Designated Constable

Police Communications Operator
Police Data Entry Clerk

11.02 Where employees work shifts, they shall be governed by the following conditions:

(a) Working Hours

- (i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An employee who does not receive 104 days off (excluding RWWL days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Subsection.

(e) Lunch Periods

The lunch period will be taken as close as possible to midshift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 ½) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

11.05 Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. **Sign-up will be conducted in seniority order within the group of regular employees that have elected to have a sign-up.**

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

Traffic checkers sign-up will be conducted in accordance with Letter of Agreement #4.

During the term of the agreement, the Union agrees to discuss the issue of re-assigning employees for cross training purposes.

11.06 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Employer may request an employee to temporarily change his/her shift or work overtime.

When shift employees' shifts are changed, thirty-six (36) hours notice will be provided prior to the commencement of the new shift and the following will apply:

(a) Shift Change

- (i) Shifts commencing outside the 36 hours, 20 hours for Security Personnel, no penalty.
- (ii) Any shift commenced inside the 36 hours notice (notice to be confirmed in writing) will be paid at overtime rates.

(b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.

- (i) An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
- (ii) In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.

Article 12. – Overtime, Call-out, Standby and Telephone Consultation

12.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category.

One and one-half (1 ½) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day except that two (2) times an employee's base rate will be paid for:

- (a) All hours in excess of eight and one-half (8 ½) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- (b) All hours in excess of seven and one-half (7 ½) hours worked in a work day where an employee works overtime both before and after his/her scheduled shift on that day.
- (c) All work on an employee's scheduled days off up to nine (9) hours 200%, from nine (9) hours to ten and one-half (10 ½) hours 225%, for ten and one-half (10 ½) hours and thereafter 300%.
- (d) All overtime worked between the hours of 00.00 and his/her normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may **have in their** bank more than a total of **eighty-eight (88) hours at any one time. Where the bank is reduced, the bank can be refilled up to the eighty-eight (88) hour maximum any time.** Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bring his/her bank to the **eighty eight (88)** hour maximum.
- (f) An employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day where such excess hours worked are the result of a change in an employee's signed up shift schedule.

12.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see 12.06).
- (d) Where an employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (½) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (½) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be:

Breakfast	\$12.00
Lunch	\$12.00
Dinner	\$12.00

- (e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 ½ hours per day.
- (f) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive

double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
 - (i) Provided that normal means of transportation is not available.
 - (ii) Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - (iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked.

12.03 Reporting at Non-Regular Centre

If an employee is required to report for his/her regular day's work at a centre other than his/her regular work location, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

12.04 Minimum Paid Periods

If an employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

12.05 Standby Duty and Telephone Consultation

- (a) Standby Duty (**Court Liaison**)

An employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at

straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Telephone Consultation

Where an employee is consulted by a Supervisor, his/her delegate **or an on duty employee** by telephone outside of his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.
- (iv) **In situations where the call is made by an on duty employee, the call must be in response to a serious and significant problem that requires consultation. Such situations will be reviewed by the Employer.**

12.06 Call-out Provisions

(a) Minimum Compensation

An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time he/she leaves his/her residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in 12.01(c) will apply for any hours exceeding seven and one-half (7 ½) hours worked on an employee's scheduled days off.

(b) Meals

Where an employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 12.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

Article 13. – Vacations

13.01 Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

13.02 Year-of-Hire Vacation Entitlement

Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

13.03 Annual Vacation Entitlements

An employee shall EARN his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

(a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

(b) Vacation Entitlements

In the calendar year of:

* 1 st – 7 th anniversary	-	3 weeks
8 th – 15 th anniversary	-	4 weeks
16 th – 22 nd anniversary	-	5 weeks
23 rd and later anniversary	-	6 weeks

* An employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) vacation days has been reached.

13.04 Payment of Vacations

(a) (i) Current vacation will be paid based upon the greater of either:

(1) an employee's rate of pay at the time the vacation is taken or,

(2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (1) or percentage (2) calculations above. This adjustment (A/V differential) will be paid to all affected employees in two (2) payments.

Approximately fifty percent (50%) will be paid on a designated pay day no later than the last pay day in April of each year, and the remainder will be paid on the pay day immediately prior to Christmas of each year. A/V differential will not be pro-rated for vacation deferred or banked.

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.

13.05 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Employer after 1985-11-06 will receive credit for all past service with the Employer (including BCT, MTOC service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

13.06 Broken Vacations

Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

13.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

13.08 Statutory Holidays During Vacations and Leaves of Absence

An employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

13.09 Relieving on Higher-Grouped Job

If an employee is relieving on a higher-grouped job at the time he/she goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, he/she shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or workers' compensation injury.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, income continuance, WCB, maternity leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

13.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent from work on sick leave or WCB immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time he/she originally scheduled his/her vacation. In order to qualify for such rescheduling the employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or Workers Compensation Benefits.

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the employee would have been physically unable to perform his/her assigned duties.

- (b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the employee is required to be in attendance, during his/her vacation or banked time provided:

- (i) any fees received for such attendance are turned over to the Employer, and;
- (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual agreement of the employee and his/her Supervisor.

Article 14. – Statutory Holidays

14.01 For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

14.03 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with 14.01, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.

14.04 An employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 ½) hours for each statutory holiday (or any day in lieu thereof granted under 14.03 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days. In applying this Clause, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for employees who are required to bank their statutory holidays (e.g. depot clerks).

14.05 In addition to the provisions of Section 14.04 all time worked on statutory holidays shall be paid at double time rates, except as provided in Section 14.06.

14.06 Shift workers as listed in Section 11.01 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 ½) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.

- 14.07 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 14.08 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in 14.03 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in 14.03 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

Article 15. – Sick Leave Allowances

15.01 Current Sick Leave Allowances

All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by Workers' Compensation Board payments. The employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the employee's entered service date. The employee will have this increased by one (1) day for each additional month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days.
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on 01-01 of that year as determined by his/her length of service.

- 15.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

15.04 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.
- (c) An employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the parties in order to establish that the employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this section.

The employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the employee is medically fit to perform his or her normal duties, prior the employee returning to work.

The Employer shall give reasonable notice to any employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an employee's absenteeism is excessive, it may require the employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the employee before it invokes this right and will discuss the matter with the Union at its request.

15.06 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries, other than WCB claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the employee with the number of sick days equivalent thereto.

Article 16. – Clothing Allowances

16.01 Employees who are issued uniforms shall receive the same cleaning allowance that is paid to the transit operators.

16.02 Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of **\$125.00** for one pair per year or **\$250.00** per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

16.03 Subject to discussion between the Employer and the Union, the Employer will provide for use on the job, protective clothing where reasonable need is shown.

16.04 It is understood that where safety shoes are not required and an employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- (a) Footwear should be made of leather or other equally firm material.
- (b) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (c) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

Article 17. – Transportation Allowance

- 17.01 (a) Where an employee uses his/her personal vehicle on the Employer business, with the approval of the Employer, he/she shall receive **a mileage allowance per kilometer in accordance with Company Policy** for all distance travelled on Employer business.

All claims must be reported in kilometers for the calculation of the reimbursement. To convert miles to kilometers multiply by 1.6 (e.g. 100 miles = 160 kilometers).

- (b) It is each employee's responsibility to ensure that his/her vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his/her vehicle for "to and from work", will be reimbursed by the Employer on proof of expense.

17.02 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from his/her designated headquarters or work location on Employer business within the Province of British Columbia and with the approval of the Employer, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which he/she is headquartered.
- (b) The provisions of Sections 17.03 through 17.07 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his/her private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to his/her daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstances a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by TransLink.

17.03 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in traveling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel status. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.05 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 ½ hours per day for time spent waiting to leave that location.

17.04 Hours of Work

The regular hours of work for employees on travel status shall be 7 ½ hours per day and 37 ½ hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.

Where an employee both travels and works on a single day and the employee has actually worked less than 7 ½ hours during that day, the portion of travel time required to bring that employee's time worked up to 7 ½ hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 ½ hours on a day in which the employee actually performs work will be considered time worked.

17.05 Overtime on Travel Status

- (a) Overtime will be paid for time worked in excess of 7 ½ hours in a day and 37 ½ hours in a week as specified elsewhere in the Collective Agreement.
- (b) Overtime will not be paid to employees traveling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

17.06 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed as follows:
 - 1 Airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be at economy class and automobile rentals will be compact cars without air conditioning. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - 2 Public accommodation tariff not exceeding \$65.00 per day unless otherwise approved by the Employer; and
 - 3 Incidental expenses such as fees for parking, telephone, laundry and valet services.
- (b) Meal allowances to a maximum of \$40.00 per day shall be paid without receipts on the following basis:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00
- (c) A mileage allowance **per kilometer in accordance with Company Policy** shall be paid to an employee using his/her private vehicle to travel from his/her residence to the determined public transportation mode terminal and from that terminal to his/her residence.

17.07 One Person Rooms

If an employee who is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, such request will be granted provided accommodation is available at the time.

17.08 Reimbursement of Childcare Expenses

If the Employer requires an employee to be out of the employee's Regional Transit Service Area (GVRD) overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of receipted child care expenses up to \$25.00 per day to a maximum of fifteen (15) days per calendar year.

17.09 Travel Insurance

The Employer shall obtain and pay for any necessary additional medical insurance that an employee may need while travelling on Employer business. This additional insurance will not impact the employee's benefit limits as outlined in this agreement.

Article 18. – Safety Requirements

18.01 Working Practices

It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.

No employee shall undertake any work which he/she deems to be unsafe. Such incidents must be immediately reported, and investigated by management in consultation with the **Union**.

18.02 The Employer and the Union agree to establish joint Management/Union Health and Safety Committees as provided for in the Workers' Compensation Act and Regulations.

18.03 Video Display Terminals

- (a) When a majority of an employee's daily work time requires monitoring video display terminals which use cathode ray tubes, such an employee shall have an eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance.
- (b)
 - (i) Pregnant employees shall have the option to discontinue monitoring video display terminals which use cathode ray tubes.
 - (ii) When a pregnant employee chooses not to monitor such video display terminals and if other work that the employee is able to perform at the same or lower job group is available within the Employer and within her Regional Transit Service Area, she shall be temporarily appointed to such work. Salary treatment will be administered in accordance with the conditions of Subsection 7.08(b).
 - (iii) Where a work assignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for pregnancy leave.
- (c) The Employer shall ensure that new equipment shall:
 - (i) have adjustable keyboards and screens wherever possible;
 - (ii) meet radiation emission standards established by the Ministry of Labour;
 - (iii) ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

Article 19. – Leaves of Absence

19.01 Leave of Absence

- (a) Subject to operational requirements employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to **twelve (12) months**.

Employees shall be limited to one (1) leave of twelve (12) months every five years.

- (b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the employee to reschedule a medical or dental appointment that conflicts with operational requirements.

19.02 Bereavement Leave

- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.

- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

19.03 Special Leave

Any employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall-bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Subsection 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day. **For those employees who are not entitled to earn RWWL days, such leave will be considered to be leave without pay.**

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

19.04 Court Leave

When a regular employee, other than employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the employee's private affairs, Leave of Absence without pay may be granted.

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

19.06 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
 - (1) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (2) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must:
 - (1) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
 - (2) be given to the Employer at least (3) weeks before the day the employee proposes to begin leave.
- (e) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the employee

applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.

- (g) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (h) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

In cases of special circumstances an employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

- (i) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or pregnancy leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
 - (i) promotion of another employee from within the department or;
 - (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.

- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

In order to qualify for the right to apply for job postings the employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per 19.06(a), above. The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification of

being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

19.07 Parental Leave

- (a) An employee who requests parental leave is entitled to:
 - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,
 - (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,
 - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
 - (1) be given in writing to the Employer;
 - (2) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 19.06(c) or subsection (b) of this section.

The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

19.08 Paternity Leave

A male employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

19.09 Public Office Leave

Leave of absence without pay will be granted to employees who:

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either party.

Article 20. – Training

20.01 It is the Employer's general intent to follow a policy of promotion from within. To this end the Employer will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Employer. This assistance may be in the form of financial aid or job rotation training in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 Financial Aid – Training Courses.

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

In general, the Employer will provide for three (3) categories of financial aid as follows:

- (a) Full cost of training borne by the Employer;
- (b) Half cost of training borne by the Employer;
- (c) Full cost of training borne by the individual, the Employer advancing a loan without interest.

In any particular instance the line Supervisor in consultation with the **Manager**, Human Resources will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.

20.03 Cases Where Full Cost of Training is Borne by the Employer

This type of assistance will be given only at the direction of management or where management agrees that additional training will be helpful to an individual's present performance and requires approval by the Manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Employer will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

20.04 Cases Where One-Half (1/2) Cost of Training is Borne by The Employer

The Employer will bear one-half (1/2) the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Employer or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Employer's

discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.

Application will be made through the **Manager**, Human Resources by the employee's Supervisor and must be approved by him and the Manager of the division.

The Employer will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 50% of the original fee including prescribed textbooks and examination costs.

20.05 Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Employer. Application for a loan will be made to the **Manager**, Human Resources and approved by the manager of the division.

20.06 Loans and Deductions

In all cases where a loan is required, the employee is to provide the first \$25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

20.07 Job Rotation

Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.

It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Employer.

Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.

The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.

Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:

- (a) The purpose of the rotation program as it applies to the individual.
- (b) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
- (c) The period of the assignment. This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when his/her progress will be discussed with him/her.

Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.

The Employer's salary administration policy provides no impediments to a rotation program:

- (a) An employee moving to a position which is at the same level or lower level than his/her regular position will retain his/her salary and continue to be treated in terms of salary progression on his/her regular job.
- (b) An employee moving to a position which is at a level higher than his/her regular position will maintain his/her present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply.) Upon return of the applicant to his/her regular job, he/she will return to the salary he/she would have reached had he/she remained on his/her regular job.

20.08 Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.

The **Manager**, Human Resources will assist line organization in working out job rotation projects for training purposes.

Article 21. – Benefit Plans

21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include:
 - (1) Eyeglass **and Laser Eye Surgery** Coverage (\$400 per person **in a twenty-four (24) month period to be used for either Eyeglasses or Laser Eye Surgery.**
 - (2) Hearing Aid Coverage (\$1000 per person per ear hearing aid, each five (5) years). Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
 - (3) **\$50,000** maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of **\$1,000,000.00** per person.
 - (4) The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.
 - (5) The extended health plan will also provide annual hearing testing on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by WCB and the Motor Vehicle Branch.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.
- (e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service **will be provided with coverage equivalent to the above plans when combined with the medical coverage and extended health benefits provided by the Public Service Pension Plan. The Employer will pay the premiums of the Medical coverage and Extended Health Benefits.**

Note: The word "month" as used above means "calendar month".

21.02 (a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$150,000.

Premium = 100% employee paid. Rates can be obtained from the Human Resources Benefits Section on request.

Evidence of insurability satisfactory to the carrier must be provided for:

- (i) new employees who apply for coverage in excess of \$30,000;
- (ii) any existing employee who applies for additional voluntary group life insurance;
- (iii) all applications for spousal coverage.

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (70% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrollment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

21.04 (a) Income Continuance

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. **The terms of the plan shall be determined by the Union**, except that the first thirty (30) days of disability are covered by available sick leave credits. The premium costs for this plan will be 100% paid by the employees.

A new employee shall not be entitled to long-term (Income Continuance) disability benefits if his/her disability resulted from a medical condition for which medical treatment, service, or supplies were received in the 90 day period prior to the date of hire, unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she has received no medical care for the pre-existing condition.

The employer will withhold the appropriate premiums through payroll deduction and remit same to the designated carrier in a manner prescribed by the carrier.

(b) Income Continuance Benefits

- (i) Sick Leave Supplement to Income Continuance Benefits: Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.
- (ii) The Employer will continue to pay 100% of an employee's benefit plan premium while he/she is on income continuance.

(c) Workers' Compensation Board Supplement

Employees on Workers' Compensation will have Workers' Compensation Board (WCB) payments supplemented by the Employer, so that the employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the employee receives compensation from the WCB. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

(d) Workers' Compensation Advance

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the COPE jurisdiction) times their hourly wage times seventy-five percent (75%) for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If the WCB reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from the WCB will be paid directly to the Employer.

An employee whose WCB claim is denied, even if the claim is being appealed, will cease receiving advances.

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100 per payment (or ten percent (10%) of the employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding WCB advance will be recovered from the employee's final pay.

- 21.05 An employee on leave of absence without pay, for reasons other than sick leave or pregnancy leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Sections 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

The Employer employees who are on leave of absence in accordance with Section 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the employee.

- 21.06 (a) The premium costs and dividends, where applicable, for the above plans outlined in Sections 21.01, 21.02(a) and 21.03 above shall be paid for 100% by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

21.07 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the employer's contribution) during the life of this Agreement for employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Employment Insurance Act.

Article 22. – Transit Pass

- 22.01 All of the Employer's employees who are members of COPE, except casual employees shall be entitled to a yearly transit pass. In addition, one free pass will be issued to a spouse or child.
- 22.02 Casual employees shall be reimbursed for local journeys on the Employer's urban transit system between the employee's home and the employee's work location, or provided with a transit pass at the Employer's discretion.
- 22.03 Retired employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. Such passes will be automatically issued to employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not.
- 22.04 An employee shall surrender his/her pass upon termination of employment.
- 22.05 All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

Article 23. – Personal Rights

23.01 Harassment

- (a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.
- (b) The Employer and the Union agree to work together, under the auspices of the Prevention of Workplace Harassment Policy, to ensure that the workplace is harassment free.
- (c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent and expeditious.
- (d) The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input on the Harassment Policy. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.
- (e) An employee who alleges that he/she has been subject to harassment may file a grievance pursuant to Article 3.00 of the Collective Agreement.

23.02 Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

23.03 Electronic Monitoring

- (a) Notice of Monitoring

The Employer agrees to provide the Union with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Employer further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

(b) Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur.

(c) Monitoring Guidelines

The Employer will not install monitoring equipment for reasons not related to the Employer's business. The Employer will advise employees of the location of equipment which is installed on a permanent basis for reasons of security.

23.04 Personal Duties not Required

The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.

23.05 Employee Indemnity

The Employer shall indemnify and hold harmless all COPE employee(s) from any civil actions, civil claims, and any damages, costs and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Employer, provided however that the employee(s) shall not be indemnified for:

- (a) Punitive or aggravated damages;
- (b) The cost of legal representation arising from grievances under the collective agreement; or
- (c) Acts or omissions which did not arise in the normal course of their employment with the Employer; or
- (d) Acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- (e) Any legal costs which are not covered by Clause 23.06.

23.06 Legal Representation

In situations covered by the indemnity set out in Clause 23.05 above, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub-Clause 23.06(b) below.

- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- (c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 23.06(c).
- (d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of all those employees.
- (f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- (h) If, at any time, the Employer has reasonable grounds to believe that:
 - 1. the employee(s)' acts or omissions were not in the course of normal employment; or
 - 2. the employee(s)' acted in bad faith; or
 - 3. the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of lawful order, or gross negligence;

the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Clause 23.05 or Clause 23.06 shall be interpreted as limiting the Employer's right to discipline any COPE employee under the terms and conditions of the collective agreement.

Article 24. – Employee Personnel Files

24.01 Personnel Files

- (a) An Employee is entitled to examine her/his/her own personnel file upon request to the appropriate Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- (c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided that during this two (2) year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

24.02 Performance Assessments

- (e) The Employer will implement and maintain a performance assessment and development program designed to assist Supervisors/Managers in the training and development of COPE staff. These forms will be destroyed when replaced by the following year's form upon request of the employee.

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from his/her Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may have the last performance assessment removed from his/her file.
- (f) Where it is determined that an employee's performance is less than fully adequate the Supervisor will immediately advise the employee and indicate on the performance assessment the date(s) that the notification took place.

Section "P" – GVTA Police Services

GVTA POLICE SERVICES

This section shall contain provisions negotiated specifically for Designated Constables. All provisions of the Collective Agreement shall continue to apply unless specifically changed in Section "P".

Designated Constables for the purposes of this section shall mean any members who hold the designation of Sworn Designated Constable covered by this Collective Agreement.

1. Pre-Recruit

The Employer agrees to employ potential Recruits as Pre-Recruits. Employees while in Pre-recruit status will be employed in meaningful work capacity. Pre-recruits will accrue seniority and other entitlements under the Collective Agreement with the exception of Probationary period in Section P.

2. Hiring Recruit Constables

It is understood that in hiring Recruit Constables that the provisions of LOA #9 External Candidates shall not apply. Internal candidates shall be given preference should they be equal to an external candidate.

3. Recruit/Pre-Recruit

Justice Institute

It is agreed the Recruit Justice Institute Training fee will be at the expense of the Recruit up to a maximum of 50% of the cost of the Justice Institute Training Fee.

4. Salary

Employees shall be paid based on the following pay scale:

		Effective April 1st, 2007 increase 3%			Effective April 1st, 2008 increase 3%			Effective April 1st, 2009 increase 3%		
		hourly rate	monthly	Annual	hourly rate	monthly	Annual	hourly rate	monthly	Annual
Probationer	72%	25.4898	4433.41	53200.93	26.2545	4566.41	54796.95	27.0422	4703.41	56440.86
4th class	80%	28.3220	4926.01	59112.14	29.1717	5073.79	60885.50	30.0468	5226.01	62712.07
3rd class	85%	30.0922	5233.89	62806.65	30.99	5390.90	64690.85	31.9248	5552.63	66631.57
2nd class	90%	31.8623	5541.76	66501.16	32.8182	5708.02	68496.19	33.8027	5879.26	70551.08
1st class	100%	35.4025	6157.51	73890.17	36.4646	6342.24	76106.88	37.5586	6532.51	78390.09
10 years *	105%	37.1727	6465.39	77584.68	38.2878	6659.35	79912.22	39.4365	6859.13	82309.59
15 years *	110%	38.9428	6773.27	81279.19	40.1111	6976.46	83717.57	41.3144	7185.76	86229.10
20 years *	115%	40.7129	7081.14	84973.70	41.9343	7293.58	87522.91	43.1923	7512.38	90148.60
Sgt.	125%	44.2532	7696.89	92362.72	45.5808	7927.80	95133.60	46.9482	8165.63	97987.61
Stf Sgt.	135%	47.7934	8312.64	99751.74	49.2272	8562.02	102744.29	50.7041	8818.88	105826.62

* In order to qualify for receipt of 105%, 110% and 115% each constable must have completed the required years of service as well as having completed the appropriate amount of courses as agreed in the Incremental Entitlement Policy. Courses of study are to be taken on their own time. Courses to be approved by the Department.

5. Method of Pay

- (a) Bi-weekly pay rates shall be derived from monthly rates in accordance with the following formula:

$$\frac{\text{Monthly rate} \times 12}{26.089} = \text{bi-weekly rate (rounded to 2 decimal places)}$$

All pay adjustments shall be made on the basis of hourly pay rates calculated in accordance with the following formula:

$$\frac{\text{bi-weekly rate}}{80}$$

6. Working Hours/Days/Years

Working Hours:

Working hours shall be the equivalent of forty (40) hours per calendar week which shall include a ½ hour paid lunch break per day.

Work Day:

- (a) The work day shall be any ten (10) consecutive hours of work, including a thirty (30) minute paid lunch period for Constables working a schedule of 4 days on and 3 days off in a calendar week.
- (b) The work day shall be any eleven (11) consecutive hours of work, including a thirty (30) minute paid lunch period for Constables working a schedule of 4 days on and 4 days off.

Work Year:

The work year shall be the equivalent of 2080 hours. Members working the shift schedule set out in (b) above will average (77) hours of work bi-weekly instead of the prescribed eighty (80) hours bi-weekly. These members shall receive eighty (80) hours pay bi-weekly and shall owe the employer 72 hours.

The hours owed to the Employer shall be recovered as follows:

- (a) No more than 32 hours shall be utilized by the Employer for training. The remaining portion of the 72 hours shall be deducted from the employees RWWL bank.
- (b) Remaining RWWL time shall be taken as time off and shall not be exchanged for monies.

Reduced Work Week Leave:

Each designated constable shall receive a total of 127.50 hours reduced work week leave annually.

7. Overtime

- (a) Overtime shall be paid as follows: The first hour after an Employee's regular scheduled shift shall be paid at 150% of the employee's hourly rate. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day. All hours worked before an employees normal shift shall be paid in accordance with 12.01(d)
- (b) All time worked on an employee's scheduled days off shall be paid in accordance with Article 12.01 (c).

Members called out to events for which the Employer recovers costs from third (3rd) parties shall not be entitled to receive time off in lieu of payment; it must be taken in cash.

8. Statutory Holidays

Shall be earned and paid in accordance with Article 14 except that members shall earn ten (10) or eleven (11) hours per Statutory Holiday dependant on the Employees shift schedule.

9. Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 05:00 to 19:00 and the basis of payment is as follows;

Designated Constables shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

10. Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-quarter (1 ¼) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

11. Field Training Premium

Any Designated Constable who is a qualified field trainer and is required to conduct field training duties shall receive the training premium as outlined in Article 4.06 plus an additional 2 ½ % percent premium for all hours worked while conducting the training.

12. Shifting Committee

The Joint Shifting Committee is constituted by the Parties as a standing committee. The role of the Committee is to review, consider and make recommendations to the Chief Officer with respect to any proposed changes to established shifting arrangements. The Joint Shifting Committee shall be comprised of the following members or their designate:

- (a) Deputy Chief Officer
- (b) Inspector Operations
- (c) Two members appointed by the Union
- (d) Analytical support staff as required (ie: Criminal Analyst)

13. Sign Up

Sign up for squads A/B or C/D will take place no later than November 15th of the previous year to commence on the first working day of each year.

During the sign up each member will choose their specific shift for 3 identified sheet start dates in a calendar year, shift choices will be within the above chosen squads either A/B or C/D.

Annual Vacation signup shall take place after the shift signup and prior to December 15th of each year.

14. Shift Sign Up

Recruits will participate in Shift Sign Up and AV Selection based on seniority. Within the first 48 months' of employment, the employer has the right to deploy Recruits based on bona fide operational needs in accordance with seniority provisions. This is subject to the grievance procedure. Should an occasion arise necessitating a shift change, the employer will provide 30 calendar days' notice.

15. Vacation Entitlement

Vacation Entitlement shall be as follows:

1 st – 7 th Anniversary	120 hours
8 th – 15 th Anniversary	160 hours
16 th – 22 nd anniversary	200 hours
23 rd and later anniversary	240 hours

Employees will be entitled to an additional 1 day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs until a total of 280 hours has been reached.

Payment of vacation shall be calculated in accordance with Article 13.04(a).

It is understood this increase in vacation entitlement will not result in additional costs to TransLink. The Employer and the Union agree to revisit and revise this entitlement should it result in increased costs to TransLink.

16. Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b).

17. Probation

A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of employment. During the 18 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph.

The probationary period shall be for the purposes of determining an employee's suitability for continued employment.

During the probationary period, the supervisor will evaluate the performance of the employee and shall provide the employee feedback on performance concerns.

Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the employee.

During the probationary period, the employment of an employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for regular employment.

An employee's suitability for continued employment shall be decided on the basis of factors such as:

- (a) conduct;
- (b) quality of work;
- (c) ability to work harmoniously with others; and
- (d) ability to meet the operational and administrative standards set by the Employer.

If an employee successfully completes the probationary period and continues in the same position as a regular employee, seniority and annual leave benefits and other prerequisites referable to length of service shall date back to the date of employment.

An employee who has been hired from TransLink or from within the TransLink group of companies and is deemed not successful during the 18 month required basic training, it is agreed TransLink will explore alternate work arrangements on a case-by-case basis.

The above is subject to the grievance procedure.

18. Complaints under *Police Act*

Sworn Constables are subject to all complaints being filed under the *Police Act* and thus are not covered by the provisions of LOA #8 Complaints Against Employees.

19. Sergeants and Staff Sergeants Responsibilities

Sergeants and Staff Sergeants responsibilities shall be as follows:

- (a) May perform duties largely similar to those whose work he/she directs;
- (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;
- (c) Provides detailed supervision of routine aspects of the work by -
 - i) ensuring even work flow and consistency of effort;
 - ii) allocating various phases of work to different individuals within a general framework.

- iii) transmitting instructions to other employees;
 - iv) performing a quality control function in respect to subordinates;
 - v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the Sergeant or Staff Sergeant will bring the matter to the attention of the Inspector who will take suitable disciplinary action;
 - vi) provides on-the-job detailed training to employees with respect to the performance of their job duties.
- (d) May be required to conduct investigations regarding the performance of the subordinates whom he/she directs.

20. Clothing/Dry Cleaning Allowance

All sworn members who are issued uniforms and/or are required to provide and wear civilian clothing as part of their regular duties, shall be reimbursed by the Employer in the amount of one thousand and seventy dollars (\$1,070) per annum. This allowance shall be used to offset clothing and cleaning cost incurred by the member. The member shall receive this allowance in two (2) payments annual (first pay period of May and first pay period of November).

21. Resigned and Retired Members

Any former member who has resigned or has retired on superannuation or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend Court as a consequence of the performance of their duties as a police officer shall be allowed compensation equivalent to a minimum of four (4) hours at straight time rates.

The applicable rate of pay for a member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing rate of pay held by such member at that date of resignation, retirement or commencement of unpaid leave. Any member who is paid under this Section shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

22. Member Parking at Police Services

The Employer shall ensure that all members working at Police Services shall have a secure parking area at all future locations.

23. Kit and Clothing Committee

The parties agree that a Kit and Clothing Committee be formed and comprised of two (2) Employer representatives and two (2) Union members and other members as agreed by the Employer and the

Union. The committee's mandate will be to add, delete or modify uniform and equipment items issued to the Designated Constables of the GVTA Police Service.

The uniform and equipment items will be issued upon hire or replaced upon proof of need:

- | | |
|--------------------------------|------------------------------|
| - Hat and hat badge | - OC spray and holder |
| - Patrol Jacket | - Double handcuff holder |
| - Fleece | - 2 pair handcuffs |
| - External body armour carrier | - Swivel handcuff key |
| - 4 long sleeve shirts | - Ticket book and cover |
| - 4 short sleeve shirts | - Holster & magazine pouches |
| - 2 Ties and 1 tie tac | - Baton and swivel holder |
| - 4 T-shirts – long sleeve | - Kevlar gloves |
| - 4 T-shirts – short sleeve | - Radio pouch & lapel |
| - 2 pair cargo pants | - Firearm and ammunition |
| - Body armour | - Suspenders |
| - Boots | - Fur Hat |
| - Inner and outer belt | |

The committee is required to operate within the established budget in between rounds of collective bargaining.

Any additions, deletions or modifications to this list will require the approval of the Kit and Clothing committee.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 2008.

GREATER VANCOUVER
TRANSPORTATION AUTHORITY
(TRANSLINK):

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES UNION
LOCAL 378:

Pat Jacobsen
Chief Executive Officer

Andy Ross
President

John Madden
VP, Human Resources

Bob Derby
Vice President

Heather Stewart
Manager Human Resources

Dave Park
Senior Union Representative

Kelly Lownsbrough
Manager, Revenue Operations

Kevin Payne
Union Representative

Graeme Masterton
Manager, Transit Planning

Pat Keeping
COPE Bargaining Committee Member

John Beaudoin
Manager, Customer Services and Marketing

Ian Whittington
COPE Bargaining Committee Member

Bob Huston,
Inspector, Support Services
GVTA Police Service

Rob Gladwin,
COPE Bargaining Committee Member

Julie Raymond,
HR Advisor, GVTA Police Service

Dan Dickhout
COPE Bargaining Committee Member

Transit Security Letter of Agreement #1 **GVTA Police**

(previously LOA #25)

The following are BC Transit's draft sections pertaining to the BC Transit Security Department for inclusion in the renewal Collective Agreement between BC Transit and COPE Local 378:

1. Definitions

"Department" – means GVTA Police Service;

"**GVTA Police**" – means an employee holding an appointment pursuant to Section 9 of the Policy Act;

"Citizen Complaint" – means a complaint under Part 9 of the Police Act;

2. Complaints Against **GVTA Police**

The employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee of the Employer, against any employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall be notified of the complaint and shall receive a copy of the complaint.

3. Citizen Complaints

It is understood that complaints of this nature are governed by the procedures set out in Part 9 of the Police Act. The employer undertakes to assist employees who are **GVTA Police** in complying with these statutory provisions in all cases when the complaint arises from the conduct of the employee in the performance, or attempted performance, in good faith of the duties of that employee as a Special Provincial Constable. It is understood that the employer and the employee must conform to the requirements of the Protocol Agreement between the Complaint Commissioner and BC Transit Security.

4. Indemnification of **GVTA Police**

The employer agrees to indemnify and save harmless the **GVTA Police** of the Department from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee in the performance or attempted performance, in good faith of the duties and obligations as a BC Transit **GVTA Police**, PROVIDED HOWEVER that the **GVTA Police** shall

not be indemnified for punitive damages, for the cost of legal representation arising from grievances under the Collective Agreement or responding to allegations of breach of the Discipline Code, for the acts or omissions of the **GVTA Police** which did not arise in the course of, or result from, the execution of the employee's duties and obligations, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate abuse of police power, or willful violation of a lawful order. It is understood that the Discipline Code is a requirement of the Ministry of the Attorney General in order to fulfill the accountability requirements set by the Ministry.

5. Provision of Legal Services and Advice

It is understood that "legal costs: shall mean the reasonable cost of legal service and advice necessarily incurred on behalf of the employee. "Reasonable" shall be determined by reference to the account, detailing time and charge, rendered by the solicitor retained by or on behalf of the employee. Such account shall conform to the tariff of fees and disbursements fixed from time to time by the Attorney General of British Columbia and made applicable to the employer, or such other tariff as may be agreed upon by such solicitor and the employer in the advance of the legal costs being incurred.

Legal services and advice shall be made available by the employer to the employee in the following instances:

- (a) An employee who is charged with a criminal or statutory offence arising from acts done in the performance, or attempted performance, in good faith, of the employee's duties shall be paid for legal costs incurred in the defence of such charge. It is understood that the employee shall have the right to select legal counsel in these cases.
- (b) An employee who is named as a defendant in a civil action in which the plaintiff claims a remedy as a consequence of acts done by the employee in the performance, or attempted performance, in good faith of the employee's duties shall be entitled to legal services and advice from a solicitor appointed by the employer and all legal costs shall be borne by the employer, PROVIDED THAT the employer shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable. It is understood that the employer shall select legal counsel in these cases.

If at any time in the course of the defence of action, the employer or the employee determines that a conflict exists or is likely to arise between their respective defence, then the employee shall be entitled to retain a solicitor.

- (c) An employee whose conduct becomes the subject of a Citizen Complaint arising from acts done in the performance, or attempted performance in good faith of the duties of the employee may be represented in such proceedings by a solicitor and is entitled to be paid by the employer for legal costs thereby incurred.

It is understood that for the purpose of (c) the employee shall have the right to choose legal counsel in these cases.

- (d) In each of the foregoing instances when an employee is entitled to legal representation, or to be paid for legal representation, the legal costs shall include costs incurred in the taking of any appeal recommended by the solicitor retained for the legal services and advice. Should the employee initiate an appeal contrary to the opinion of the solicitor retained and subsequently win the appeal, the employee is entitled to be paid by the employer for legal costs thereby incurred, provided that the employee is entitled to legal representation or to be paid for legal representation as provided in (a), (b) or (c) above.
- (e) Notwithstanding any other provisions of this section, where two or more employees are charged with an offence, named as defendants in any action, or whose conduct becomes the subject of a Citizen Complaint, arising out of the same, or a directly related incident, the employer may limit their right to legal representation by requiring that one solicitor be retained to represent the interests of all of them, UNLESS, the solicitor determines that a conflict exists as between the interests of the employees whose interests are in conflict shall be entitled to separate legal representation. In circumstances where one solicitor is to be retained to represent more than one employee and the employees are unable to agree as to the selection of a solicitor, the matter shall be conclusively settled by a designate of the employer and a designate of the Union; It is understood that legal counsel shall be chosen by the employee(s) in these cases.
- (f) Any employee who intends to apply for legal services and advice in accordance with the provisions of this section shall notify the employer, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, being named a defendant in a civil action, or becoming the subject of a Citizen's action, or becoming the subject of a Citizen's complaint. Failure to comply with this time limitation may result in an employee being denied the right of legal representation at the expense of the employer.

Nothing in this section shall be interpreted as limiting the employer's right to discipline any employee of the Department under the terms and conditions of the Collective Agreement.

6. Indemnification of other employees

The employer agrees to indemnify and save harmless the Security & Fare Inspectors, Crime Prevention Officers (other than those who are **GVTA Police**) and Security Guards employed by BC Transit from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee, while on duty, in the performance or attempted performance, in good faith of the duties of that employee PROVIDED HOWEVER that the employee shall not be indemnified for punitive damages for the cost of legal representation arising from grievances under the Collective Agreement or for the acts or omissions of the employee which did not arise in the course of, or result from, the execution of the employee's duties, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, or willful violation of a lawful order.

FOR BC TRANSIT:

FOR COPE:

COPE, LOCAL 378 & GREATER VANCOUVER TRANSPORTATION AUTHORITY (TRANSLINK)

COLLECTIVE AGREEMENT

Effective: April 1, 2007 to March 31, 2010

L. G. Pante
Manager, Employee Relations

S. Watson
Sr. Business Representative

C. J. Connaghan
Labour Relations Consultant

A. C. W. Hobbis
Business Representative

September 17, 1992

Appendix "B"

Job Group Listing

Job Group 4

Reception and Administrative Clerk
Data Entry Clerk

Job Group 5

Document Control Clerk
Fare Dealer Representative
Properties Clerk
Project Clerk
Police Clerk/Receptionist
Claims Administration Clerk

Job Group 6

Accounts Payable Clerk
Accessible Transit Admin. Clerk
Cost Assistant
Customer Services and Marketing Clerk
Purchasing Assistant
Police Data Entry Clerk
Creative Services Assistant
Finance Clerk
Recruiting Assistant
Planning Assistant

Job Group 7

Accounting Officer
Claims Representative
Community Liaison Officer
Contract Coordinator
Fare Dealer Coordinator
Graphic Artist
Police Communication Operator
Telecommunications Administrator
Creative Services Production Assistant
Marketing Representative

Job Group 8

Engineering Assistant
Records Analyst
Contract Revenue Analyst
Contracts Coordinator
Crime Analyst
Quality Review Reader

Job Group 9

Capital Project Analyst
Community Relations Officer
Fleet Inspector
Insurance and Contract Analyst
Marketing Officer
Transportation Demand Management Officer
Marketing Representative II
Claims Examiner
Graphic artist

Job Group 10

Accessible Transit Planner
Key Account Officer (TDM)
Marketing Specialist
Planning Analyst
Accounting Analyst
Fleet Inspector
Procurement Officer
Transportation Planning Analyst – GIS

Job Group 11

Senior Buyer
Senior Claims Examiner
Intelligent Transportation Systems Administrator
Senior GIS Administrator
HandyDart Systems Analyst

Job Group 12

Non Office

COPE, LOCAL 378 & GREATER VANCOUVER TRANSPORTATION AUTHORITY (TRANSLINK)

COLLECTIVE AGREEMENT

Effective: April 1, 2007 to March 31, 2010

Letter of Agreement #1
Re: Job Evaluation Procedures and
Work Leadership Responsibilities
Effective Date: 1980-10-01

This memorandum sets out an understanding reached by BC Transit and Local 378 of the OPEIU relative to job descriptions, the job evaluation system and its administration.

It is agreed that:

1. Prior to writing a job description or evaluating a job, a representative of the Job Evaluation Section will discuss the job responsibilities with the affected employee and the Supervisor concerned. An employee's signature on the job description will only indicate that the employee has read and understands the job description.
2. The intent is that job descriptions will describe the job duties and responsibilities as clearly and specifically as possible.
3. The Human Resources Department will indicate in some manner on the job description, those duties or responsibilities which they consider most significant, and will discuss these with the employee concerned when preparing the job description.
4. The duties and responsibilities set out in job descriptions will be those which were included as a part of the job at the time the job description was written.
5. When jobs are re-evaluated the Human Resources Department will advise the Union briefly, by form, of any factor grading which is reduced.
6. The introduction of a new lower level of an existing job classification must be discussed with the Union thirty (30) days before implementation.
7. Jobs listed or agreed to be added to the non-office job list will not be covered by the Job Evaluation System.
8. Work leadership responsibilities shall be as follows:
 - (a) May perform duties largely similar to those whose work he/she directs;
 - (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;

- (c) Relieves the Supervisor of detailed supervision of routine aspects of the work by –
- (i) ensuring even work flow and consistency of effort;
 - (ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
 - (iii) transmitting the Supervisor's instructions to other employees;
 - (iv) performing a quality control function in respect to subordinates;
 - (v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
 - (vi) assists the Supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

F.M. de Moor
Business Representative
Local 378, Office and
Technical Employees Union

R.G. Warren
Labour Relations Officer
BC Transit

1980-10-01

Letter of Agreement #2

Re: Personnel and Dues Deduction Information

21 March, 1991

OPEIU Local 378
4740 Imperial Street
Burnaby, BC
V5J 1C2

Attention: Mr. R.G. Donnelly

Dear Mr. Donnelly,

This letter will confirm discussions between the parties during negotiations regarding the provision of the personnel and dues deduction information. The Employer will provide the Union with the following:

Personnel Information

Name; Gender; Social Insurance Number; Home Address; Home Telephone Number; Date of Birth; Employment Status (FTR etc); Salary Rate; Salary Effective Date; Job Title; Job Group; Department Number; Date of Hire; Date of Termination and Seniority.

Personnel information will be supplied on a magnetic tape to the Union on a monthly basis except for Seniority which will be supplied semi-annually on a listing.

Dues Deduction Information

Name; Social Insurance Number; Department Number; Monthly dues on Regular Pay; Monthly Actual Regular Earnings; Monthly Overtime Dues; Monthly Overtime Earnings; Total of Monthly Regular and Monthly Overtime Dues combined; Initiation Fees; Assessment Dues; Calendar Year-to-date Total of Regular and Overtime Dues combined.

Dues deduction information will be supplied to the Union on a monthly basis on a magnetic tape and a computer printout.

In addition to the above information, the Employer will provide monthly:

- A list of Department Names

- A list of employees in the OPEIU jurisdiction who did not pay any dues and the reason why dues were not deducted; and

- A list and corresponding dues deduction information for employees in the I.C.T.U. jurisdiction who worked in the OPEIU jurisdiction and therefore paid OPEIU dues.

Yours truly,

L.G. Pante, Manager Personnel

Letter of Agreement #3

Part-time Regular Schedules - Article 1.07(b)

Schedules for Part-Time Regular employees will be governed by the following rules:

1. (a) With respect to Article 1.07(b) an assigned regular schedule will be established by BC Transit at the time of hire and will be for a minimum period of two (2) weeks.

(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

R.G. Warren
Labour Relations Officer
BC Transit

F.M. de Moor
Business Representative
Local 378, Office &
Technical Employees Union

1980-10-01
Date

Letter of Agreement #8 Complaints Against Employees

(previously LOA #9)

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint.

For BC Transit:

C.J. Connaghan
Labour Relations Consultant

For OPEIU:

S. Watson
Senior Business Representative

December 12, 1991

Letter of Agreement #9 External Candidates

(previously LOA #10)

14 December 1992

Mr. Scott Watson
Senior Business Representative
Office & Technical Employee's Union
Local 378
4740 Imperial St.
Burnaby, BC
V5J 1C2

Dear Mr. Watson:

Further to our discussions during the negotiations for renewal of the collective agreement, this letter confirms that the Human Resources Departments will be directed to ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

Yours truly,

L.G. Pante
Acting Vice-President
Corporate Services

Letter of Agreement #10 Alternate Hours of Work

(previously LOA #11)

In view of the interest that has been expressed by employees concerning alternate hours of work, the parties agree to establish the following provisions as a means of addressing alternate hours of work.

- When a majority of workers within a work group desire to work alternate hours, they shall submit to their Union representative **and** immediate manager a detailed proposal outlining the alternate hours. **Individual employees may also submit requests as outlined above if they desire to work alternate hours.**
- Upon receipt of the proposal, the parties (Union representative or delegate and manager or delegate) shall meet within 15 days to discuss the proposal to determine whether the alternate hours can be accommodated. Every reasonable consideration will be given to the proposal.

For TransLink:

Kelly Lownsbrough
Graeme Masterton
Heather Stewart
Bob Huston
Julie Raymond
John Beaudoin

For Cope:

Kevin Payne
Ian Whittington
Rob Gladwin
Bob Derby
Dan Dickhout
Pat Keeping

Dated this 20th day of April, 2007.

Letter of Agreement #13
Re: Hours of Work "Hours of Work"
and Headquarters
- BC Transit Steno Pool

(previously LOA #14)

Notwithstanding the provisions of Article 7.11(b), 12.03, Letter of Understanding #7 and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Steno Pool area of Employment Services:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. Should there be a requirement for an employee to transfer from one location to another during the shift, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
3. These employees shall work a normal seven and one-half (7 ½) hours shift with the normal lunch and coffee breaks as provided for in the Collective Agreement.
4. Should there be a requirement for an employee to transfer from one location to another during the shift as described in 3, above, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
5. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.

It is understood and agreed by the Parties that this Agreement has been entered into on the understanding that these provisions shall substantially reduce or eliminate the need to have outside agency personnel.

FOR THE UNION:

FOR THE EMPLOYER:

"A.C.W. Hobbis"

"R.G. Warren"

Date: March 9, 1990

Letter of Agreement #18 Transition Issues

(Previously LOA #19)

- A) The following process shall apply to those current multi-incumbent classifications required in each of the new corporate entities:
- (i) The employees in the classifications affected will be canvassed by the Employer to determine their preference regarding the employer to which they wish to be transferred.
 - (ii) The employees' desired options will be respected as far as possible consistent with seniority.
 - (iii) In cases where there are not enough positions in one employer or the other to accommodate all employees' desired options, transfers will be done according to employees' desired options in order of seniority,
 - (iv) Remaining positions will be assigned to the remaining employees, in reverse order of seniority, once the allocations according to preference are no longer available.
- B) For the period from April 1, 1999 to March 31, 2001, the following conditions will apply to employees of the Greater Vancouver Transportation Authority and the Greater Vancouver Bus Subsidiary holding regular status as of April 1, 1999:
- (i) Job vacancies in the OPEIU jurisdiction in both bargaining units will be posted in both entities in accordance with the provisions of Article 7 of the Collective Agreement between BC Transit and the OPEIU, Local 378, effective April 1, 1995 to March 31, 1998.
 - (ii) Employees of both the GVTA and the Bus Subsidiary will be eligible to apply for vacancies posted under item (i) above.
 - (iii) For the purposes of these postings, employees of each organization will be credited with their accumulated seniority, including seniority they had with BC Transit. Selections will be made in accordance with Article 7.
 - (iv) Employees of the GVTA and the Bus Subsidiary on temporary assignments in the other entity will be allowed to continue in these assignments. They retain the rights to their regular positions and will suffer no loss of seniority.
 - (v) For the purposes of the entire Article 8 (Layoff, Recall and Bumping Rights), the employees at the GVTA and the Bus Subsidiary will be considered as one group.
- C) Should there be any further separation of the Bus Subsidiary subsequent to the April 1, 1999 implementation of the provisions of Bill 36, the Union will be given as much advance notice as

legally possible of such a separation. Any party involved in such a separation will be given clear and unambiguous notice of the rights, responsibilities and obligations flowing from the *Labour Relations Code* and/or this Collective Agreement. At the request of the Union, the parties involved will meet with the Union to discuss the effects of the separation.

- D) Should an employee in Vancouver or Victoria secure a position in the other location during the term of this Collective Agreement without a break in service, the employee will retain all his/her seniority and service.

For BC Transit:

For OPEIU, Local 378:

Dated: March 12th, 1999

Letter of Agreement #19

Short Term Disability (STD) and Long Term Disability (LTD) Plans

(Previously LOA #20)

- A) The Employer and the Union agree that the sick leave plan should be reviewed as soon as possible to determine if there could be an extension of the current thirty (30) day illness provision. The Employer and the Union will implement such a change if it can be achieved on a cost neutral basis to the Employer or if additional costs can be offset by savings respecting the Employment Insurance rebate.
- B) (i) The Employer and the Union agree to work together in support of the Union's desire to opt out of the BC Transit Health & Welfare Benefit Trust (or its successor trust) with the objective of having an Income Continuance (LTD) Plan provided by the Union no later than June 30, 1999.
- (ii) In addressing this mutual objective, the Employer and the Union may retain benefit consultants and actuaries, whose costs will be equally shared by the parties.
- (iii) The costs for the LTD (Income Continuance) Plan will continue to be borne by the employees. However, this does not preclude any of the new corporate entities after April 1, 1999 from discussing with the Union the possibility of the new employer assuming the costs of the LTD plan in lieu of all, or part of the 2% salary increase which would otherwise apply on April 1, 2000.
- C) The Employer and the Union agree that there should be early intervention in dealing with employee absence problems and that there should be compulsory participation in the rehabilitation program. The Employer acknowledges the benefit of a member of the OPEIU assisting in the rehabilitation and return to work program. This OPEIU representative will work within the Employer's rehabilitation program as and when required. This arrangement will be on a trial basis for a one year period from July 1, 1999 in the Lower Mainland Bus Company. Time spent working in this capacity will be considered a paid leave of absence.

For BC Transit:

For OPEIU, Local 378:

Dated: March 12th, 1999

Letter of Agreement #20 Medical Examinations

(Previously LOA #21)

The Employer and the Union agree that those persons responsible for administering the return to work program should have the ability to require an employee to undergo a medical examination by a doctor of the employee's choice in cases of excessive absenteeism. The Employer will pay the doctor's charges levied for completion of this report.

For BC Transit:

For OPEIU, Local 378:

Dated: March 12th, 1999

Letter of Agreement #29

Job Share Agreements

Job sharing is defined as a voluntary agreement between TransLink and two regular employees, to divide the hours of work of one Full-Time Regular position between the two regular employees (unless the Company and the Union agree otherwise) in a manner that provides full-time coverage of that position.

PROCEDURE:

a. Requesting Job Share

A Full-Time Regular employee who wishes to job share must submit, to their direct Supervisor or Manager for approval, a written proposal for job sharing. The proposal must include an outline of a proposed work schedule for each job share partner.

b. Approvals

The Company retains the right to approve job sharing arrangements on a case by case basis. In addition, a job sharing arrangement will not be permitted or allowed to continue if, in the opinion of the Company, the job sharing arrangement is not adequately meeting the needs of the Company.

If the proposal is approved, the Supervisor or Manager will forward the approved job share proposal to Human Resources for posting.

c. Job Sharing Agreement

Once a suitable job sharing arrangement has been approved, a Job Sharing Agreement must be signed by the Company, the Union and the Job Share Partners. A copy of this Agreement will be provided to the Union. The Union's signature will not be unreasonably withheld.

The Job Sharing Agreement must include, but is not limited to, the items listing below:

A written statement which underlines the commitment of the Company and the Job Share Partners to the terms and conditions of the job sharing arrangement.

An outline of the work schedule for each job share partner. This schedule may be revised upon mutual agreement by the Job Share Partners and the Supervisor or Manager, as required or pursuant to the provisions of the Collective Agreement.

Provisions for staffing the full-time position in the absence of one of the partners due to sick leave, vacation, or any other temporary absence:

Each Job Share Partner is required to work on a full-time basis when the other partner is on annual vacation or sick leave or during any other temporary absence; in cases where the temporary absence is due to a long term illness, the remaining Incumbent will be offered the position on a temporary full-time basis; if the remaining Incumbent does not wish to revert to full-time status for the duration of the absence, the Company will seek to fill the vacant job

share portion in accordance with Article 7; if the job share portion cannot be filled, the job share arrangement will be terminated.

The Job Share Partners are entitled to coverage under the Dental Plan, Medical Services Plan and Extended Benefits Plan. Based on the number of hours worked, each job share partner will pay a prorated premium on a cost shared basis.

Each job share partner will pay a premium based on hours worked for Income Continuance and they will make required contributions to the Pension Corporation. The Company will pay premiums for the Basic Group Life Insurance coverage based on annual earnings.

The Job Share Partners will accrue vacation, and sick leave as a Part-Time employee in accordance with the Collective Agreement.

Seniority will be calculated in accordance with the Collective Agreement.

Provisions for Statutory Holiday Pay and Overtime Premiums:

Statutory Holiday Pay will be in accordance with the Collective Agreement. Overtime Premiums will be paid in accordance with the Collective Agreement once seven and one half (7 ½) hours in a day or thirty seven and one half (37 ½) hours in a week is worked by one of the job share partners. In the event that the job share arrangement is for a position that is subject to a modified or compressed work week arrangement, overtime will apply after one of the Incumbents works more than a full shift in one day. All overtime must be pre authorized.

Length-of Service Increases and Annual Performance Reviews:

Length-of-Service increases will be based upon the number of hours worked and will be calculated in accordance with the Collective Agreement.

The job share Incumbents will receive a Length of Service increase after every 1829 hours of service until they reach the maximum of the pay grade.

A Length of Service increase may be withheld in accordance with the Collective Agreement.

Annual performance reviews for employees will be conducted in accordance with the Collective Agreement.

Selection to another position or termination of employment by one of the Job Share Partners:

Should the original Incumbent be selected for another position, or terminate his or her employment, the full-time regular position will be posted. The remaining Job Share Partner may apply for the full-time regular position. Should the remaining Job Share Partner not be selected for the full-time position, then the provisions of Article 8 of the Collective Agreement would apply.

Should the Job Share Partner be selected for another position, or terminate his or her employment, the original Incumbent will assume the position on a full-time basis, and may elect to initiate a new job share arrangement as per 1 above.

Cancellation of the Job Share Arrangement:

During the first six (6) months of the job share, the job share arrangement may be cancelled by either the Company or any one of the Job Share Partners, with a minimum of thirty (30) calendar days' written notice. In the event that the job share arrangement is cancelled during the first six (6) months, both Job Share Partners will return to their former positions, as if they were formerly regular employees.

After the first six (6) months, the job share may be cancelled by the Company with a minimum of thirty (30) calendar days' written notice to both Job Share Partners. Should the job share arrangement be cancelled by the Company the original Incumbent will again assume that full-time regular position. The provisions of Article 8 will apply to the Job Share Partner. If the original Incumbent declines the full-time regular position, then the original Incumbent will be deemed to have resigned from their position and the full-time regular position will be posted.

A copy of any notices of cancellation will be forwarded to the Union.

For the Employer:

For the Union:

Heather Stewart

Dave Park

Dated March 31, 2006

Letter of Agreement #30 GVTA Police Service

With regard to the GVTA Police Service any reference to Director or Manager of Human Resources shall be read to mean Inspector, Support Services or designate.

For TransLink:

**Heather Stewart
Bob Huston
Julie Raymond
Graeme Masterton
Kelly Lownsborough**

For COPE:

**Kevin Payne
Ian Whittington
Rob Gladwin
Robert Derby
Dan Dickhout
Pat Keeping**

Dated this 20th day of April, 2007.

Letter of Agreement #31 2010 Olympics

The Parties agree to form (2) two high level Joint Employer/Union Committees, (1) one committee will be for TransLink support staff and (1) one committee for GVTA Police Services, the purpose of the committees will be to discuss issues that arise as a result of the 2010 Winter Olympics.

1. Principles

The primary purpose of these Committees is to discuss and address issues that arise as a result of the 2010 Winter Olympics.

2. Membership

These Committees shall compose of two (2) members from the Employer and two (2) members appointed by the Union. The committee may be augmented as necessary to provide input about the issues under discussion.

3. Meetings

The committee shall meet as and when required. Either party may call a meeting. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

For TransLink:

Heather Stewart
Bob Huston
Julie Raymond
John Beaudoin
Graeme Masterton
Kelly Lownsborough

For COPE:

Kevin Payne
Ian Whittington
Rob Gladwin
Robert Derby
Dan Dickhout
Pat Keeping

Dated this 20th day of April, 2007.

Letter of Agreement #32
GVTA Police
Police Communications Operators – 10 Hour Shift

This letter shall be the only reference regarding 10 hour shifts for Police Communications Operators unless amended or cancelled at a future date.

This letter shall be applicable to Police Communications Operators only.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the Parties that entering into this agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing February 27, 2006.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- a. Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- b. As employees RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing February 27, 2006, the date of implementation of the 10 hour shift for Police Communications Operators.

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced as hours paid.

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- a. Overtime shall be paid as per Article 12 except that in 12.01 (a) and (b) all reference to seven and one-half (7 ½) shall refer to ten (10) hours and eight and one half (8 ½) hours shall now refer to eleven (11) hours.
- b. All time worked on an employee's scheduled days off shall be paid per Article 12.

Banked Time

- a. Prior to February 27, 2006 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b. February 27, 2006 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

Statutory Holidays

- a. To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hour increments.

- b. Annual entitlement shall be banked for all employees covered by this letter and shall be scheduled off as mutually agreed by an employee and his/her supervisor.
- c. Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If through unforeseen circumstances an employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable

year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1 st – 7 th anniversary	105 hours
8 th – 15 th anniversary	140 hours
16 th – 22 nd anniversary	175 hours
23 rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words "followed by deferred RWWL days".

Sign-Up

All sign-ups shall be conducted in accordance with Article 11.05 except as modified below. Commencing the first working day of each year, each employee will sign for either A or B squad.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Police Communications Operators shall be reversed to comply with said Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Julie Raymond

Kevin Payne, Union Representative

DATE: October 3, 2006