

AGREEMENT

Between:

TRANSLINK SECURITY MANAGEMENT LIMITED (TSML)

and

TRANSIT POLICE PROFESSIONAL ASSOCIATION (TPPA)

Effective Date: January 1, 2023
Expiry Date: December 31, 2025

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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, 2023 until December 31st, 2025. 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 nor 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:

February 15, 2023 – the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2023 including any market or inflation adjustments;

February 1, 2024 – the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2024 including any market or inflation adjustments; and

January 15, 2025 – the equivalent wage increase as provided in the VPD/VPU Collective Agreement for 2025 including any market or inflation adjustments.

(b) Police Support Staff will receive the following:

February 15, 2023 – equivalent wage increase as the Translink/MoveUp Collective Agreement for 2023 including any market or inflation adjustments;

February 1, 2024 - equivalent wage increase as the TransLink/MoveUp Collective Agreement for 2024 including any market or inflation adjustments; and

January 15, 2025 – the equivalent wage increase as provided in the Translink/MoveUp Collective Agreement for 2025 including any market or inflation adjustments.

(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 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

March 1, 2022

Pre-Recruit Constable	6,705	38.5482
Recruit Constable	6,705	38.5482
Designated Constable 4th Class	7,450	42.8314
Designated Constable 3rd Class	7,915	45.5083
Designated Constable 2nd Class	8,381	48.1853
Designated Constable 1st Class	9,312	53.5392
Designated Constable Level I	9,778	56.2162
Designated Constable Level II	10,243	58.8931
Designated Constable Level III	10,709	61.5701
Sergeant Step 1	11,174	64.2471
Sergeant Step 2	11,640	66.9240
Sergeant Step 3	12,106	69.6010
Staff Sergeant Step 1	12,571	72.2779
Staff Sergeant Step 2	13,037	74.9549

TSML TPPA CIVILIAN SALARY SCALES AS OF MARCH 1, 2022

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	3,022	18.5333	3,161	19.3857	3,262	20.0051	3,361	20.6123	3,495	21.4341	3,634	22.2865
2	3,299	20.2321	3,455	21.1888	3,562	21.8450	3,669	22.5012	3,818	23.4150	3,966	24.3226
3	3,600	22.0780	3,760	23.0593	3,886	23.8320	4,009	24.5863	4,167	25.5553	4,325	26.5243
4	3,934	24.1264	4,114	25.2303	4,236	25.9785	4,376	26.8371	4,546	27.8796	4,723	28.9651
5	4,287	26.2912	4,485	27.5055	4,630	28.3948	4,769	29.2472	4,954	30.3818	5,160	31.6452
6	4,690	28.7628	4,893	30.0077	5,055	31.0012	5,208	31.9395	5,417	33.2213	5,628	34.5153
7	5,115	31.3692	5,343	32.7675	5,513	33.8100	5,688	34.8833	5,909	36.2386	6,142	37.6676
8	5,586	34.2577	5,831	35.7603	6,016	36.8948	6,198	38.0110	6,452	39.5687	6,707	41.1326
9	6,088	37.3364	6,362	39.0168	6,566	40.2679	6,776	41.5557	7,039	43.1687	7,320	44.8920
10	6,653	40.8014	6,947	42.6044	7,171	43.9782	7,389	45.3151	7,681	47.1059	7,986	48.9764
11	7,255	44.4933	7,584	46.5110	7,829	48.0136	8,070	49.4916	8,392	51.4663	8,725	53.5085
12	7,925	48.6023	8,283	50.7978	8,550	52.4353	8,807	54.0114	9,157	56.1579	9,517	58.3657

Job Group Listing

Job Group 2

Office Clerk

Job Group 4

Building Service Worker

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
CPIC Coordinator
Disclosure Coordinator
Senior Finance Clerk

Job Group 8

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

Job Group 9

Team Leader Police Communications
Accounting Analyst
PRIME Administrator
Dems Administrator
Technical Support Analyst

Job Group 10

Crime Analyst
Forensic Video Analyst

Job Group 11

Recruiting Coordinator
Network Analyst
IT Infrastructure

Job Group 12

IT Team Leader

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) Employees on sick leave will have their wage rate frozen on the date of injury/time loss (WorkSafe claim) or at the time their STD claim is accepted (if on sick leave). An Employee will only be eligible for one length-of-service increase while he/she is on sick leave as described above, which will be applied when they return to full duties. 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.
- (g) 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.

- (h) 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.

- (i) Time worked continuously on different jobs having the same job group shall be cumulative.
- (j) 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.

4.05 Recovery of Justice Institute Fees for Recruits

Where the Employer pays any portion of the required tuition to attend the Justice Institute on behalf of a Recruit, this creates an obligation on the Recruit to maintain employment with the Employer for a minimum of five years ("Minimum Employment Period").

Where the Recruit resigns from employment with the Employer before the expiry of the Minimum Employment Period, the Recruit will be liable to pay the Employer the full amount of the tuition paid by the Employer, which will be considered a debt (no pro-rating for time worked will be permitted).

The Employer is entitled to use any means available to recover the moneys, including the grievance procedure. The Employer's rights under this section may only be waived by the Chief Officer.

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 \$3,000,000.00 per person for Out of Country Travel. Eligible expenses include but are not limited to:

- Vision Care: \$750 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>2023</u>	<u>2024</u>	<u>2025</u>
a) Acupuncture	\$300	\$400	\$500
b) Chiropractor	\$1200	\$1400	\$1500
c) Massage	\$1450	\$1650	\$1750
d) Naturopath	\$600	\$700	\$750
e) Physiotherapist	\$1200	\$1400	\$1500
f) Podiatrist	\$300	\$400	\$500
g) Speech Language Pathologist	\$100	\$100	\$100

- Psychological and Registered Clinical Counsellor Services: \$5,000 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.

6.10 Dependents Compensation

1.01 For the purposes of this Schedule, the following terms shall have the meanings hereinafter specified, save as otherwise provided:

“full pay” means a sum equal to the regular monthly rate of pay of the member for the class or position regularly held by such member at the date of the member’s death in accordance with the scale of remuneration set out in the Collective Agreement between the Employer and the Union under which the deceased member was bound on such date and any subsequent amendments to or renewals of such Collective Agreement made by the Employer and the Union from time to time under which the deceased member would have been bound but for the member’s death had the member continued to be employed in the same class of position;

For the purposes of this definition, a member employed in acting or temporary senior capacity is not a member employed in their regular class of position, and when computing the regular monthly rate of pay of the member, overtime rates of pay, shift differential, service pay and other premium payments, pay, allowances or benefits shall not be included;

“widow” means the surviving dependent widow of a member who was wholly or partially dependent upon the member’s earnings at the time of the member’s death;

“widower” means the surviving dependent widower of a member who was wholly or partially dependent upon the member’s earnings at the time of the member’s death;

“common-law” means the common law spouse of a member who the member has lived with and contributed to the support and maintenance of for a period of:

- a) where the member and the common-law spouse have no children three (3) years;
or
- b) where the member and the common-law spouse have one or more children, one (1) year immediately preceding the death of the member.

“child” means

- a) a child under the age of 18 years, including a child of the deceased member yet unborn,
- b) a “permanently dependent child” of any age, and
- c) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education, and “children” has a similar meaning;

“dependent” means a widow, widower, common-law spouse or child of a member who was wholly or partially dependent upon the member’s earning at the time of the member’s death;

“Federal means benefits payable under the Canada Pension Plan and to which the benefits” dependents or any of them are entitled as a result of the death, together with any benefits to which the dependent spouse is or becomes entitled under the Canada Pension Plan as a result of having retired or reached retirement age;

“permanently dependent child” means a child who is physically or mentally incapable of earning a living.

1.02 Where the death of a member arises out of and in the course of the employment of the member as a police officer, compensation shall be paid to the dependents of the deceased member as follows:

- (1) Where the dependents are a widow, widower, or common-law spouse and children or a widow, widower, or common-law spouse only, a monthly payment of such sum as, when combined with Federal benefits payable to or for those dependents, would equal the full pay.
- (2) Where there is no surviving widow, widower, or common-law spouse eligible for compensation under this Schedule and
 - (a) the dependent is a child, a monthly payment of such sum as, when combined with Federal benefits to or for that child, would equal 40% of the full pay;
 - (b) the dependents are 2 children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal 50% of the full pay;
 - (c) the dependents are 3 or more children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal the total of
 - (i) 60% of the full pay;

- (ii) \$65.00 per month for each child beyond 3 in number; provided that in no case shall the compensation paid under this Section 1.02(2)(c)(ii) be more than the compensation that would be payable under Section 1.02(1).
- 1.03 Subject to Section 1.05, where compensation is payable as a result of the death of a member under Section 1.02 and where, at the date of death the member and dependent spouse were living separate and apart, and
 - (a) there was in force at the date of death a court order or separation agreement providing periodic payments for support of the dependent spouse or children living with that spouse, no compensation under Section 1.02 shall be payable to the spouse or children living with the spouse, but
 - (i) where the payments under the order or agreement were being substantially met by the member, monthly payments shall be made in respect of that spouse and children equal to the payments due under the order or agreement, or
 - (ii) where the payments under the order or agreement were not being substantially met by the member, monthly payments shall be made up to the level of the support that, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if death had not occurred; or
 - (b) there was no court order or agreement in force at the date of death providing payment for support of the dependent spouse, or children living with that spouse; and
 - (i) the member and dependent spouse were living separate and apart for a period of less than three months preceding the death of the member, compensation shall be payable as provided in Section 1.02, or
 - (c) the member and dependent spouse were separated with the intention of living separate and apart for a period of three months or longer preceding the death of the member, monthly payments shall be made up to the level of support which, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if the death had not occurred.
- 1.04 The compensation payable under Section 1.03 shall not, in any case, exceed the compensation that would have been payable under Section 1.02(1) if there had been no separation.
- 1.05 Where there is a widow, widower, or common-law spouse and a child or children, and the widow, widower, or common-law spouse subsequently dies, the allowance to the children shall, if the children are in other respects eligible, continue and shall be calculated in like manner as if the member had died leaving no surviving widow, widower, or common-law spouse.
- 1.06 No sum payable as compensation hereunder shall be assigned.
- 1.07 Where any situation arises that is not expressly covered by the terms of this Section and the parties cannot resolved the situation, the matter may be referred to arbitration by either party and the provision of Article 21 (Grievances) shall apply with respect to such arbitration.

1.08 Any

- (1) Workers' Compensation or pension or annuity, or other compensation not personally contracted for by the deceased member or any dependent of the deceased member or any other person entitled to and receiving compensation under these provisions; or
- (2) criminal injuries compensation award under the Criminal Injury Compensation Act of British Columbia, or any other federal, provincial or municipal legislation that is paid or awarded by reason of the member's death; shall, upon being paid or awarded, be paid or assigned by the recipient to the Employer.

1.09 The compensation payable hereunder to a widow, widower, or common-law spouse of a deceased member shall cease on the earlier of the following dates:

- (a) on the date that the widow, widower, or common-law spouse marries, or
- (b) on the date that the deceased member would have been entitled to full and compulsory pension retirement had the member not died in the manner described in Section 1.02.

1.10 Where the compensation payable hereunder ceases to be paid to a widow, widower, or common-law spouse for either of the reasons set forth in Section 1.09, then any compensation payable hereunder to children as dependent children of the widow, widower, or common-law spouse (as the case may be) shall also cease.

1.11 If a dispute arises between two or more parties with respect to the determination of the then the Employer shall pay the disputed sums into trust pending resolution by the parties.

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. Employees are eligible to access Sick Leave to deal with injury or illness of immediate family members,

For the purposes of this Article, "immediate family members" means the spouse, child, parent, or grandparents of an Employee and any person who lives with the Employee as a member of the Employee's family.

- (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 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 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

Employees shall earn three (3) Attendance Bonus Days for each quarter in a calendar year (Q1 Jan – Mar; Q2 Apr – Jun; Q3 Jul – Sep; and Q4 Oct – Dec) 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

- (i) 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 fifteen (15) 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:

- (i) four (4) working days for sworn members; or
- (ii) five (5) working days for support staff,

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. The medical certificate may be in relation to an immediate family member in accordance with Article 7.01. 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, 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

When an Employee makes a claim for WorkSafeBC benefits, there will usually be a delay between the time the claim is made and approved (or denied).

Until their WorkSafeBC claim is adjudicated, Employees will be paid an advance equal to their base hours x their hourly wage x seventy-five percent (75%) for each full day the Employee is off on an accepted WorkSafeBC claim.

The advance will be paid on their regular pay cheques. WorkSafeBC benefits are non-taxable, but may affect an Employee's taxes. WorkSafeBC will provide Employees with a T5007 Statement of Benefits to file with their annual tax return.

If the claim is approved, it is up to WorkSafeBC to determine the Employee's compensation for wage loss. If WorkSafeBC reassesses the Employee's wage loss compensation at any time, 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 the WorkSafeBC advances.

When there is a denial of the claim, payroll will automatically draw from the Employee's sick leave and/or attendance bonus days to cover the sick leave subject to supporting medical information. The Employee whose claim is denied would be eligible to apply for Short Term Disability (at 90 days) and/or Long Term Disability (180 days) under the provisions of the Collective Agreement.

The Employee must repay the WorkSafeBC advances. If the amount of the advance is not fully covered by moneys in sick leave/attendance bonus days, other eligible Employee banks may be used.

Any outstanding amount will otherwise 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 sign-up 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 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.

Special Leave will be unpaid, except that 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
 - (3) ending 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.

8.25 (b) Parental Leave Supplement to Employment Insurance Benefit Plan

The Parties agree to introduce a new Parental Leave Supplement to EI Benefits Plan (PLSEIB) to complement the existing SUB plan for birth parents and thus provide greater support to employees on parental leave following the birth of a child, as follows:

- (a) A parent who is entitled to Parental Leave as provided for in Article 8.25(a) of the Collective Agreement and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive Parental Leave Supplement Employment Insurance Benefit Plan payments
- (b) The PLSEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and ninety-five percent (95%) of their gross weekly earnings for up to thirty-five (35) weeks. This top up is calculated based on the Employment Insurance standard parental benefits option.
- (c) If an Employee elects to take a Parental Leave in excess of thirty-five (35) weeks under the Employment Insurance extended parental benefits option, an equivalent top-up is calculated to ensure the Employer will not pay any additional entitlements to them beyond the amount outlined in (b) above.

- (d) The PLSEIB Plan is contingent upon an Employee Completing a signed acknowledgment that the benefit must be repaid if they do not return to work for a period equal to the time the Employer provided the top-up.
- (e) If an Employee who received the benefits under the PLSEIB Plan does not return to work for the Employer or returns for a period of less than the period of the top-up, they will be required to repay the PLSEIB Plan payments and employee benefits paid by the Employer. Such repayment will be pro-rated based on time worked.
- (f) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the PLSEIB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

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 a 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 re-commence 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.
- (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 retrain able (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. However, Police Communications

Operators and Quality Review Readers who work 10 hours per day, 4 days on/4 days off, will have their ATO hours used exclusively to balance their pay period hours to the required full time hours (70), and will therefore not be eligible to use their ATO for leave.

- (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. However, Police Communications Operators and Quality Review Readers who work 10 hours per day, 4 days on/4 days off, will have their ATO hours used exclusively to balance their pay period hours to the required full time hours (70), and will therefore not be eligible to use their ATO for leave.
- (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 Shift Changes and Vacation Sign Up

(a) Staff Shift Transfer Process

Shift employees may request permanent shift/squad changes by submitting a request in writing to the Manager. Such requests will be considered in the order they were received. Transfer decision will take into consideration the operational impact of the change.

(b) Vacation Sign Up

- (i) Shift workers will have a sign-up to establish choice of days off once per calendar year. Sign-up will be conducted in seniority order.
- (ii) Part-time regular shift workers shall sign for days off on a separate sign-up schedule.

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:

(b) 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.

(c) 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 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 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.

14.08 Overtime Call Out Penalty (New)

Where a member has made themselves available for overtime shifts they will not have the option to decline an overtime shift offered to them. In the event that the member does not respond to the communication provided or declines the overtime shift, they will be subject to a penalty. This will entail being placed at the bottom of the member list for the next call out. Members on approved sick leave will not be subject to a penalty.

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.

Court Attendance for Members who are Pregnant and/or on Maternity Leave

Pregnancy (Months 1-5)	Attend court for all appearances on all types of cases
Pregnancy (Months 6-7)	Attend court for minor roles in cases (i.e. not the main investigator on an impaired, but a minor role in a case, i.e. photo line-ups, statement taking, exhibit officer, etc.)
Pregnancy (Months 8-9)	No court
Post Delivery (Months 1-2)	No Court
Post Delivery (Months 3+)	Attend at court for all appearances on all types of cases

The above are guidelines for members who are pregnant and/or on Maternity Leave, but subject to any overriding health concerns and/or complications.

If the member is having a difficult time during her pregnancy/delivery, and there are approaching court dates, they are strongly encouraged to speak to Crown Counsel

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.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 arbitral, 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.

The following procedure will apply:

- (a) The Parties shall determine by mutual Agreement those grievances suitable for expedited arbitration.
- (b) The expedited arbitrator shall be selected by the mutual agreement of the Parties.
- (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 and any other costs associated with the arbitration, such as cost of venue, etc.

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.

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:

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

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:

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

- 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: 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___ day of_____, 2021:

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 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 Work Arrangements").
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.
 - However, where a member is working on a secondment or assignment to an integrated unit and that unit allows for 1:4 hour standby pay, and that unit/agency is funding the standby pay, then the 1:4 standby pay will be allowed.
- 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 Agreement between Translink Security Management Limited ("TSML" or the "Employer") and
Transit Police Professional Association ("TPPA" or the "Union")

Re: Employee Resignation Obligations

The Parties agree that the following obligations and restrictions are necessary to ensure that the employer's operations are not unduly impacted by an increasing number of employee absences (primarily Sworn Member transferring to other police agencies) occurring following a resignation but while the employee is still employed. Employees will adhere to the following obligations when resigning from employment:

1. Employees must give a minimum two-week working notice of resignation unless a longer period is otherwise stipulated in their own employment agreement (the Working Notice Period). Where an employee does not meet this obligation, the Employer may use any available means, including the grievance and arbitration process in the Collective Agreement, to recover the monetary equivalent of any portion of the Working Notice Period;
2. During the Working Notice Period, unless where authorized by the Chief Officer or designate, employees will not be permitted to access any banked time, including vacation, ATO, stats, banked overtime or any other booked time whatsoever. All outstanding banks at the end of the Working Notice Period will be paid in accordance with the terms of the Collective Agreement, not including an outstanding black book time, which will not be paid out;
3. Notwithstanding the above, where a member is unwilling or unavailable to be fully deployed during the Working Notice Period, the Employer may decide at its discretion to waive the Working Notice Period or any portion thereof and to require the employee to use available banked time to cover the remainder of the Working Notice Period.
4. In the event that any employee needs to access sick leave benefits during the Working Notice Period, the employee will be required to provide a medical note as proof of sickness prior to the Employer providing the employee with sick pay. The employee will be responsible for paying for the cost associated with obtaining the required medical note. In the event that the Employer requests that the medical certificate be provided on the prescribed form (M186), the Employer will pay any physician's charges levied for the completion of the prescribed form; and
5. The Union agrees that the above measures are reasonable and will not advance or maintain any grievances on behalf of employees refusing to abide by the resignation obligations set out herein.

Signed this ___ day of _____, 2021.

For the TPPA:

For TSML:

Letter of Agreement #9

Re: Service Credits – Sworn Members

1. The Parties agree to implement the following incentives in order to remain competitive in the recruiting and retention of Sworn Members. It is acknowledged that these incentives are currently being offered by other police agencies and as such, implementing these incentives is consistent with our long term efforts to align our hiring practices with those of other police agencies.
2. The following incentives will take effect immediately upon the execution of the Letter of Agreement:
 - a. Police recruits will receive the 4th Class Constable Salary on their first day of work after graduation from the Police Academy. They will receive their 3rd Class Salary when they reach year 2 of employment in accordance with the Collective Agreement.
 - b. Experienced Sworn Members (Lateral Members) will receive a Constable salary based on their past years of service (service credits) as a Constable with other police agencies as per the table below:

Years of Service	First Class Constable Salary
Up to 10	100%
10	105%
15	110%
20	115%

In order to qualify for service credits, the police officer must have been employed as a Constable by a recognized police agency as determined by the Employer at its discretion.

The above incentives will not apply retroactively to any existing Sworn Member prior to the date of signing of this Letter of Agreement.

3. Newly hired Lateral Members who are not eligible to enroll in the Municipal Pension Plan will receive an in-lieu of pension amount of 15%. The Lateral Member may direct any portion to the Employer's RRSP Group plan for retirement savings purposes. This in-lieu of pension amount will be paid to a Lateral Member hired either as a regular employee or as a Temporary Constable in accordance with Letter of Agreement #6.
4. The above incentives will remain in effect unless cancelled in writing by either party. Such cancellation will require 30 days notice and will not apply retroactively.

Signed this___ day of_____, 2021.

For the TPPA:

For TSML:
