

2015

COLLECTIVE AGREEMENT

between

E-COMM EMERGENCY COMMUNICATIONS FOR SOUTHWEST BRITISH COLUMBIA INCORPORATED

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873

2015
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 and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873

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THIS AGREEMENT made and entered into as of 01 January 2015.

BETWEEN:

E-COMM EMERGENCY COMMUNICATIONS FOR
SOUTHWEST BRITISH COLUMBIA INCORPORATED
(hereinafter called "the Corporation")

OF THE FIRST PART

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873
(hereinafter called the "Union")

OF THE SECOND PART;

A. Preamble

Whereas it is the desire of both parties to this Agreement:

- (a) To develop, maintain and improve harmonious relations between the Corporation and the Union;
- (b) To recognize the mutual value of joint discussions related to issues in the workplace;
- (c) To encourage efficiency in operations and quality of output;
- (d) To promote the morale, well-being, safety and physical welfare of employees in the bargaining unit;

the Corporation, the Union and the employees hereby agree to cooperate fully, individually and collectively, for the advancement of these conditions;

B. Scope and Coverage

- 1. Whereas E-Comm Emergency Communications for Southwest British Columbia Incorporated, is an employer within the meaning of the Labour Relations Code of British Columbia; and
- 2. Whereas the Union (Ambulance Paramedics of British Columbia, CUPE Local 873) is the bargaining agent for the employees in a unit composed of all employees of E-Comm Emergency Communications for Southwest British Columbia Incorporated, except Administrative Assistant, Technical Services Assistant, Multimedia Technician, Enterprise Systems Administrator, Wireless Administrator, Wireless Engineer, Wireless Technician, Wireless Engineering Technologist, and Wide Area Network (WAN) Technician; and

3. Those excluded by the Code, employed by E-Comm Emergency Communications for Southwest British Columbia Incorporated - 3301 East Pender Street, Vancouver, BC V5K 5J3.

This Agreement shall constitute the wages and working conditions for those employees so certified.

1. DEFINITIONS

- (a) “Regular Full-Time Employee” means an employee who is employed on a full-time basis for the number of hours per week as is recognized as regular for a particular position, for an indefinite period of time.
- (b) “Regular Part-Time Employee” means an employee who is employed on a regular schedule of part-time weekly hours which are less than the number constituting full-time employment for a particular position, for an indefinite period of time.
- (c) “Temporary Full-Time Employee” means an employee who is employed on a full-time basis for the number of hours per week as is recognized as regular for a particular position, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- (d) “Auxiliary Employee” means an employee who is employed, without limiting the generality of the foregoing, to replace employees who are ill, on vacation, on leave of absence, needed to cover off vacant shifts or positions, or to be used in the event there is additional work to be done.
- (e) “Corporation” means E-Comm Emergency Communications for Southwest British Columbia, Incorporated, and is the Employer.
- (f) “Shift” means the regularly scheduled hours during the work day of an employee. E.g. 8 hour shift, 10 hour shift, 11 hour shift, etc., exclusive of breaks.
- (g) “Business Days” means Monday to Friday, exclusive of weekends and public holidays.
- (h) “Group 1 Employees” means those employees who work on average seventy-seven (77) hours bi-weekly. In general, these employees work a 4 on 4 off schedule, 12 hour shifts (11 hours paid).
- (i) “Group 2 Employees” means those employees who work on average eighty (80) hours bi-weekly. In general, these employees work a 5 on 2 off schedule, 9 or 8.5 hour shifts (8 hours paid) or a 4 on 3 off schedule, 11 hour shifts (10 hours paid).

2. TERM OF THE AGREEMENT

The term of the new Collective Agreement shall be for one (1) year from 2015 January 01 to 2015 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. UNION SECURITY

3.1 Union Membership

All employees shall become members of the Union immediately. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

3.2 Union Dues

All employees covered by the Union's Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall occur from the first pay cheque following date of hire. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

3.3 Changes Affecting the Agreement

The Corporation agrees that any report or recommendations made to the E-Comm Board of Directors dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, work load or reduction of employment, will be communicated to the Union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity to consider them and make representation to the Board concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Corporation.

3.4 Directives Interpreting the Agreement

The Corporation shall provide the Union with a copy of any published directive that tends to interpret, explain or otherwise apply the provisions of this Agreement.

3.5 Membership Data Information

The parties agree that when the Union writes to the Corporation providing a list of the membership data information it requires, the Corporation will provide to the Union all of the

information that is available from the Corporation's records and will establish a system for updating and maintaining that information.

3.6 Shop Stewards

The Union shall provide an up-to-date list of shop stewards to the Corporation every six (6) months.

3.7 Employee Orientation

(a) A representative of the Union will be invited to attend the New Employee Orientation Class for new employees and will be afforded up to fifteen (15) minutes during the training session in which to familiarize these employees with the Union and its function.

(b) The Corporation will, upon hiring new employees, advise the new employee that a Union Collective Agreement is in effect and of the conditions regarding dues checkoff.

4. RIGHTS OF MANAGEMENT

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

5. WORKPLACE HARASSMENT

The Corporation and the Union recognize their respective obligations under the B.C. Human Rights Code.

In so doing, the Corporation will maintain a policy (which may be amended from time to time), prohibiting all forms of harassment and/or discrimination in the workplace under the B.C. Human Rights Code.

Any complaint alleging discrimination shall be dealt with at the employee's choice either in accordance with the process set out in the Corporation's policy or through the grievance procedure.

6. REMUNERATION

6.1 Salary Schedule

The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Business Representative has been consulted.

6.2 Derivation of Bi-Weekly and Monthly Rates

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

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} & = & & & \text{monthly rate (taken to} \\ & & & & \text{the nearest dollar)} \end{array}$$

6.3 Shift Differential

Employees shall be paid a shift differential of seventy-five cents (75¢) per hour for all regular hours required to be worked after 1800 hours and before 0600 hours, provided that where the majority of an employee's regular hours of work fall inside the period described above, the shift differential shall apply to the entire shift.

6.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, reevaluations and promotions are to commence on the day of the adjustment.

6.5 Training

(a) Training Pay Premium

Employees who are required by the Corporation to train other employees beyond orientation and whose rate of pay does not include compensation for training shall be paid two (2) additional pay grades for time so spent.

(b) Training Days

Where required, employees will attend up to four (4) additional training days per year, beyond those days required for operational training, paid at their regular hourly rate of pay for those hours spent in training.

(c) Operationally Required Training

In situations where training is operationally required for an employee to perform their job (including delivering and receiving training), the Corporation agrees it will make reasonable efforts to have such training done on a regularly scheduled work day of the affected employee(s). However, where reasonable efforts have not resulted in the training being done during a regular scheduled work day of the affected employees(s), and the training therefore occurs on a scheduled weekly leave day, the employee will receive compensating time off or pay in lieu at straight time for the hours spent training.

(d) Other Training

Where an employee agrees to change their regular shift schedule for training purposes (including delivering and receiving training), and the employee thereby works on a regularly scheduled weekly leave day, the employee will receive compensating time off or pay in lieu at straight time for the hours spent training.

6.6 Court Time Schedule

Where an employee, in the course of employment, appears as a witness in a Court to give evidence (for the purpose of this Agreement the word "Court" includes Provincial Court, Traffic Court, Coroner's Court, Supreme Court, and Interview with the Prosecutor in preparation of case), the following provisions shall apply:

(a) If an employee appears at Court at any time other than during the employee's regular working hours, the employee shall be entitled to overtime in accordance with Clause 8 and the following schedule:

(i) For attendance at Court while on afternoon or night shift:

Morning Session	4 hours
Afternoon Session	4 hours

(ii) For attendance at Court while on weekly leave:

Morning Session	7 hours
Afternoon Session	7 hours

If entitlement under Clause 8.1(c)(iii) exceeds Clause 6.6(a)(ii), the greater amount will be used.

(iii) For attendance at Court while on annual leave:

Each day	20 hours.
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(b) All witness fees, if any, received by an employee for appearing in a Court shall be paid to the Corporation.

6.7 Mileage Allowance

Employees who use their vehicle for Corporation business will be paid mileage in accordance with current Canada Revenue Agency automobile allowance rates.

6.8 Market Adjustments

Where a position has been identified by the Corporation as being behind market and/or such position has been difficult to recruit for, or to retain employees in, the Corporation may temporarily increase the rate of pay for the position by up to two pay grades (or its percentage

equivalent). These temporary adjustments do not alter the rate of pay for the positions in Schedule "A".

Such temporary increases will be reviewed by the Corporation annually. Upon such annual review, if a position is found to be above market then the rate for the position will revert to the pay grade or hourly rate in effect prior to the time the temporary increase was applied. Those employees found to be above the range will remain at their current rate until such time as normal increments or general increases match or exceed the employer's current rate, at which time employees shall again become eligible for increments and general increases.

7. PAY FOR ACTING IN A SENIOR CAPACITY

Where an employee is temporarily required to accept the responsibilities and carry out the duties of a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for those hours that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except when:

- (a) the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position, in which case the next higher rate in the pay range of the senior position shall be paid;
- (b) the employee is at the top rate in their own scale, and 7(a) applies, acting assignments will be accumulated for purposes of increments (period to equal twelve (12) months) in the senior position, provided each assignment equals or exceeds one (1) pay period.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head.

8. OVERTIME, CALLOUT, STANDBY, AND MEAL BREAKS

8.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;

- (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Corporation under Clause 8.1(b) at the following overtime rates:
- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(c).
- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 8.1(b) and 8.1(c).) Compensating time off may be accumulated and banked to a maximum of two times (2X) the average number of weekly hours regularly scheduled for the position.

An employee shall not take any compensating time off without first receiving the approval of the Department Head or the authorized representative of the Department Head, provided however that if all of the credited compensating time off has not been used by 31 August of the year next following the year in which the overtime was worked, or prior to leaving the service of the Corporation for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

8.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the Corporation at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double the regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 8.2(b) an employee who is called

back to work under this Section 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the regular rate of pay.

- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the regular rate of pay for the time actually worked and an additional one (1) hour at double the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) Telephone Callout

When an employee receives a telephone call and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid at two times (2X) the employee's regular rate of pay for the time actually worked with a minimum payment of one (1) hour.

8.3 Standby

The following provisions shall apply to all employees:

- (a) Employees who stand by for a call to work between the end of a regular day shift on the first day of work in a regular work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a regular day shift on the last day of work in the regular work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 8.3 for the remainder of the standby time unless the remainder is not more than one-half ($\frac{1}{2}$) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ($\frac{1}{2}$) hour's pay at the rate provided in this Clause 8.3.

8.4 Meal Breaks

Employees shall be entitled to an unpaid meal break after two (2) continuous hours of overtime work.

9. VACATIONS AND PUBLIC HOLIDAYS9.1 Vacations

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.

	Years of Service	Group 1 Employees	Group 2 Employees
(b)	In the 1st part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of the annual entitlement (as shown in the columns to the right) for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31 st	77 hours	80 hours
(c)	During the 2 nd up to and including the 7 th calendar year of service	115.50	120
(d)	During the 8 th up to and including the 12 th calendar year of service	154	160
(e)	During the 13 th up to and including the 19 th calendar year of service	192.5	200
(f)	During the 20 th up to and including the 29 th calendar year of service	231	240
(g)	During the 30 th and all subsequent calendar years of service	238.7	248

- (h) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

PROVIDED THAT

- (i) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (j) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (k) Employees leaving on superannuation are entitled to vacation as follows:

- if retiring prior to April 1st, they receive half of the usual annual vacation;
- if retiring April 1st or later, they receive the full annual vacation.

(l) Deferral of Vacation

A group 1 employee who is entitled to annual vacation of 154 hours or more in any year shall take at least 115.5 hours of such annual vacation during the year in which it is earned, and may defer the taking of any part of such annual vacation in excess of 115.5; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1 shall be 154 hours.

A group 2 employee who is entitled to annual vacation of 160 hours or more in any year shall take at least 120 hours of such annual vacation during the year in which it is earned, and may defer the taking of any part of such annual vacation in excess of 120; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1 shall be 160 hours.

- (m) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 12.2.
- (n) Subject to 9.1(l), employees will be paid out for all vacation not taken by the end of the calendar year.

9.2 Supplementary Vacation

Group 1 employees shall be entitled to 38.5 hours and Group 2 employees shall be entitled to 40 hours of supplementary vacation, in addition to the annual vacation under Clause 9.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 9.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

These supplementary vacation hours may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next supplementary vacation hours are credited.

Example: An employee hired in 1999 is in their (11th) calendar year during 2009. The employee in 2009 will be credited with 38.5 (group 1) or 40 (group 2) supplementary hours which may be taken at any time between 2009 and 2013, both years included. In 2014 the employee will be credited with a further 38.5 or 40 supplementary hours, etc.

9.3 Call-back from Vacation

Employees required to work during their scheduled vacation period shall receive two times (2X) their regular hourly rate of pay for each hour worked in addition to regular vacation pay.

Scheduled vacation period means the employee's scheduled working shifts plus scheduled days off immediately prior to and following the scheduled working shifts.

9.4 Selection of Vacation – Operations Department

Employees working in an established classification, and/or agency and/or team/shift shall, in order of seniority, first choose their annual vacation entitlement under Article 9.1. After all employees have chosen their vacation entitlement, then, as above, employees shall select the remaining blocks of public holiday entitlement.

9.5 Vacation Schedules

The parties agree that certain portions of the year may be designated as "Prime Time" for the purposes of vacation selection. Without limiting the authority of the JLMC, Prime Time will normally include the summer months, Christmas and Spring Break. The number of blocks any employee may select in any round of signup or during Prime Time may be limited by the JLMC. The JLMC will annually, prior to vacation selection, designate any Prime Time blocks for the upcoming calendar year and the number of Prime Time blocks of vacation time an employee may select.

9.6 Public Holidays

(a) Public Holidays and Eligibility

Regular Full-Time Employees and Temporary Full-Time Employees who are on duty or on paid leave and have worked at least fifteen (15) of the last thirty (30) calendar days prior to the public holiday are entitled to the following public holidays with pay, namely:

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

*Note: If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

(b) If the provincial and federal governments fail to proclaim a substitute or alternate day then the Corporation may choose the substitute or alternate day as the recognized holiday.

- (c) Prior to the beginning of each calendar year, the Corporation and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is understood that employees shall be paid public holiday premium pay only once for the same holiday.
- (d) Employees Not Regularly Required to Work on Public Holidays (generally Group 2 employees)
- (i) Regular Full-Time Employees and Temporary Full-Time Employees who are not regularly required to work on public holidays and who do not work on a public holiday which is observed on a regular work day shall receive the public holiday day off with pay.
 - (ii) Regular Full-Time Employees and Temporary Full-Time Employees who are not regularly required to work on public holidays and who do not work on a public holiday which is observed on a regular day off shall receive another day off with pay in lieu of the holiday or pay for the day.
 - (iii) Regular Full-Time Employees and Temporary Full-Time Employees who are not regularly required to work on public holidays, but are required to do so, shall be paid their regular day's pay for the said holiday plus two times (2X) the employee's regular rate of pay for the hours worked on the holiday.

Note: For those employees who work an alternate shift schedule that involves longer daily hours but less days in the week, and they are not required to work public holidays, they may have public holidays off with pay, but will owe the Corporation the difference in hours between the length of their work day and the length of the standard day on a 5-day week schedule.

- (e) Employees Regularly Required to Work on Public Holidays (may be Group 1 or Group 2 employees)
- (i) Public Holiday Premium
Regular Full-Time Employees and Temporary Full-Time Employees whose duties regularly require them to work on public holidays and who do work on the day which is observed as a public holiday shall be paid one and one-half times (1.5X) the employee's regular rate of pay for the hours worked on the holiday.
 - (ii) Public Holiday Bank
Regular Full-Time Employees and Temporary Full-Time Employees whose duties regularly require them to work on public holidays will be granted, once annually, the election of either:

- (a) a public holiday bank of:
Group 1 employees – 92.4 hours;
Group 2 employees – 96 hours.

or

- (b) a payout of public holiday hours as earned:
Group 1 employees - 7.7 hours per public holiday;
Group 2 employees - 8 hours per public holiday.

In the case of an employee who has worked less than twelve months, the number of hours in the bank shall be pro-rated. In all cases of terminations of service for any reason, adjustment will be made for any overpayment of public holiday hours.

Banked public holiday time shall be subject to Clause 9.3, "Call-back from Vacation".

Employees will be paid out for all public holiday time not taken by the end of the calendar year.

(f) Pay for Hours Worked on Public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's regular daily hours.

10. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. Except as provided for in Clause 10.13, benefits for Regular Part-Time Employees are set out in Schedule "B" of this Agreement.

10.1 Benefit Administration

Subject only to Schedule "F", the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.2 Medical Coverage

(a) Medical Services Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Corporation paying one hundred percent (100%) of the premium.

(b) Extended Health Care Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$400.00) per person payable per twenty-four (24) month period), coverage for hearing aids (\$1500.00) maximum payable per person in a five (5) calendar year period), orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$700.00 maximum payable per person in a calendar year). The Plan shall also include coverage for oral contraceptives, fertility treatments and mastectomy prosthesis-brassieres. The EHB lifetime maximum coverage under the Plan will be \$1 million per person. The Corporation shall pay one hundred percent (100%) of the premium.

10.3 Group Life Insurance

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees and have completed six (6) months' continuous service shall be insured under a group life insurance policy which has been taken out by the Corporation on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Corporation shall pay seventy percent (70%) and the active employees shall pay thirty percent (30%) of the premium.

10.4 Dental Services Plan

The Corporation agrees to provide a Dental Plan for the benefit of Regular Full-Time Employees who have completed six (6) months of continuous service and Temporary Full-Time Employees who have completed twelve (12) months of continuous service which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees (to a maximum of \$1250.00 per person per calendar year).
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for sixty percent (60%) of the approved schedule of fees (to a maximum of \$1500.00) per person per calendar year).
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees; the lifetime maximum shall be \$3250 for dependent children and adults as defined by the Plan.
- (d) The Corporation shall pay one hundred percent (100%) of the premium.

10.5 Same Sex Benefit Coverage

An employee who co-habits with a spouse (partner) of the same sex, and who has done so for a period of not less than six (6) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

10.6 Sick Leave, Gratuity and Long Term Disability Plan

Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to the benefits of the Sick Leave, Gratuity and Long Term Disability Plans as follows:

(1) Sick Leave Plan

A Sick Leave Plan based on the following shall apply to all employees:

- (a) Employees shall be granted sick leave with pay of 12.83 hours per full month worked for Group 1 employees and 13.33 hours per full month worked for Group 2 employees, to be credited at the end of each month.
- (b) Sick leave for Regular Part-Time Employees shall be in accordance with Clause 10.13.
- (c) Sick leave may be accumulated to a maximum of 2009.7 hours for Group 1 employees and 2088 hours for Group 2 employees.
- (d) A deduction shall be made from accumulated sick leave credit of all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.

- (e) Full sick leave credits will be given for absence in the following circumstances:
 - (i) Accident on the job (Workers' Compensation case)
 - (ii) Leave due to illness, either with or without pay
 - (iii) Leave for active service in Armed Forces.
- (f) Medical Dental Appointments

Employees granted leave to attend medical or dental appointments that could not otherwise be scheduled on days off may charge the time away from work to their unused sick leave to a maximum of twelve (12) hours per year. It is understood that employees will endeavour to schedule such appointments so as to minimize disruption to the working day.

(2) Gratuity Pay

For those employees with gratuity credits remaining at the date of termination of the Gratuity Plan, 2008 December 31, they may choose to either request a payout of their remaining gratuity credits or they may retain their credits in a separate leave bank to be taken during their employment. Should they leave employment with credits remaining, they would be paid out along with other paid leaves (e.g. vacation).

(3) Long Term Disability Plan

In the event of a conflict between the Collective Agreement description of the LTD Plan in paragraphs (a), (b) and (c) below, and the provisions of the carrier's Plan, the carrier's Plan shall apply.

(a) Definition of Disability

For purposes of the Long Term Disability benefit, "disability" means the inability, as a result of sickness or bodily injury, of an employee to engage in that employee's regular occupation for a period of up to two (2) years following a qualification period of seventeen (17) weeks.

After two (2) years, disability means the inability, as a result of sickness or bodily injury, of an employee to engage in any occupation or employment for wages or compensation, for which the employee is or can reasonably become qualified by education, training, or experience save and except that if the disability prevents the employee from earning the higher of 50% of the current regular monthly salary or 60% of the current entry level pay in the Agreement, the employee shall continue to be disabled until circumstances change. The reference to any occupation or employment is not restricted to this Corporation.

(b) Regular Full-Time Employees and Regular Part-Time Employees who are eligible for benefits shall be eligible for coverage under the Long Term Disability Plan in accordance with the rules, regulations and policy provided by the carrier and shall be eligible to receive the benefit effective the first of the month following completion of twelve (12) calendar months of continuous active service. Eligible Regular Part-Time Employees shall receive the benefit on a prorata basis based on their core hours.

(c) Benefit

Pursuant to (b) above, following the expiry of the seventeen (17) continuous weeks qualification period, the following benefit shall be payable subject to the provisions of the Plan:

Upon approval by the carrier of an employee's application and upon receiving medical evidence satisfactory to the carrier, eligible disabled employees will receive a benefit which, will provide a benefit of 60% of the employee's

regular classified rate of pay at the time of disability reduced by the initial amount of a disability pension granted by the Canada Pension Plan to the employee, not including benefits that may be payable as a result of the disability for dependent children.

Where the employee receives compensation from other sources as a result of a disability, including WCB, ICBC or any other disability benefit not privately contracted for, those benefits, when added to the disability benefit provided by this Plan, shall not exceed eighty percent (80%) of the employee's regular classified rate of pay at the time of disability.

Except as provided in paragraph (4), eligible employees will receive such benefit for a period of two (2) years providing that during such period the employee remains unable to engage in the employee's regular occupation.

Thereafter, eligible employees will continue to receive such benefit until eligible for an unreduced pension with a minimum of twenty (20) years' pensionable service under the Public Sector Pension Plans Act, age sixty-five (65), date of retirement, termination, recovery or death, whichever first occurs, provided that the benefit will be payable only in the event that evidence satisfactory to the carrier is provided which indicates the employee continues to be unable to engage in any occupation.

- (d) Where there is a disagreement between the employee's physician and that of the carrier over whether an employee is eligible for LTD, the Corporation and the Union shall jointly agree on an independent physician to conduct an Independent Medical Examination (IME), it being understood that the carrier will have the final decision but shall take into consideration the results of the jointly agreed upon IME. Where there is a requirement for the Corporation and the Union to agree upon an independent examination, the Corporation shall be responsible for the costs of that IME.
- (e) Subject to receiving approval from the Municipal Pension Plan Board of Trustees, the period of Long Term Disability will be considered as pensionable service.
- (f) The employee will pay the full premium for the Long Term Disability Plan. Benefit premiums shall continue to be paid based on the cost sharing arrangements agreed upon for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life for the first year of disability. In the case of Group Life, where there is a premium waiver, no premiums are payable. Thereafter the employee shall pay the full premiums for Medical, Extended Health, Dental and Group Life unless in the case of Group Life the premium has been waived.
- (g) An employee who has been granted a Long Term Disability benefit shall retain employee status only for the purpose of payment of benefits under the Long Term Disability Plan and shall not be entitled to accrue length of service for

purposes of earning other benefits or perquisites such as but not limited to, seniority, vacation, public holidays, or increments.

- (h) Notwithstanding paragraph (g) above, where an employee returns to full-time employment within the two (2) year own occupation portion of the LTD Plan, the time on LTD will be included in calculating the employee's seniority and eligibility for future vacation entitlement only. Beyond the two (2) year own occupation portion, employees shall only remain employees for the purposes of receiving benefits under the Long Term Disability Plan, save and except they shall retain a residual right to apply for a vacancy as an internal applicant for a period not to exceed one (1) year from the date of total disability.
- (i) Where it is medically determined, while an employee is on Sick Leave or in the 2-year portion of the Long Term Disability Plan, that the employee will never return to work, the employee will be advised that their position will be posted and that if they were to recover then they would be entitled to return to a comparable position.

(4) Rehabilitation

Where an employee qualifies for Sick Leave or Long Term Disability, the employee, if approved by a medical doctor, may be required to enrol in a retraining or rehabilitation program for alternate employment either with the Corporation or an alternate Employer in order to remain eligible for coverage under the Plans. If an employee is receiving income from approved rehabilitative employment (pay), disability benefits will be reduced to the extent necessary to ensure the amount of disability income in combination with rehabilitation income does not exceed ninety percent (90%) of regular pay.

(5) WCB Benefits

In no case shall an employee who is in receipt of WCB temporary disability benefits as a consequence of any employment, be entitled to pay under any of the sick leave or disability plans.

(6) Other Employment

Where an employee in receipt of either Sick Leave or Long Term Disability, is gainfully employed in any capacity whatsoever, unless otherwise agreed or unless the employment is approved as rehabilitative employment, the employee shall not have access to any of the Sick Leave or Long Term Disability benefits.

(7) Recurrent Sick Leave

Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Sick Leave or Long Term Disability Plans.

(8) Certification of Illness or Disability

The Corporation may require an employee to periodically provide medical certification at the employee's expense during the employee's illness, disability, or incapacity to work, or continuing illness, disability, or incapacity to work and the date when the employee is expected to be able to return to regular duties on a full or part-time basis. Such confirmation may be required in an acceptable form from the employee's physician or the Medical Consultants of the Corporation. Failure to provide proper medical certification may result in the denial of Sick Leave or Long Term Disability benefits.

(9) Return to Work

Where the Corporation has positions available and the employee's physician determines it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee's skill, knowledge, ability and medical condition, and where necessary posting and seniority requirements shall be waived.

(10) EI Rebate

The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Corporation to partially offset the cost of the Sick Leave Plan.

(11) Sick Leave Reimbursement

The Corporation is subrogated to the rights of an employee who has received Sick Leave or Long Term Disability benefits, against any third party liable to that employee for damages, and may bring an action against the third party in the employee's name to recover the wages and/or benefits paid or payable by the Corporation. The employee shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Director of Human Resources. Where a claim for damages is made to the courts, the employee or his or her representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

Upon reimbursement of the wages and/or benefits, the Corporation shall reimburse the Sick Leave and Long Term Disability Plans, the amount of money paid out of the Plans in proportion to the total amount of money the employee reimburses the Corporation for wage loss and/or benefits. This provision includes actions or claims made to ICBC.

(12) Workers' Compensation

(a) A Regular Full-Time Employee who has completed six (6) months of continuous service and whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign all monies received from WCB to the

Corporation and the Corporation shall pay the employee's approximate net salary calculated on the employee's regular classified rate of pay, subject to paragraph (c) below. While a claim for WCB temporary disability benefits is pending, the employee will be eligible for any available benefits under the Sick Leave Plan. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the WCB claim.

- (b) Where the first shift or part shift is not paid by the Workers' Compensation Board, this shift or part shift shall be paid by the Corporation.
- (c) Employees receiving Workers' Compensation allowance for a recurrence of an injury or ailment suffered prior to employment with the Corporation shall be paid wage loss directly by WCB.
- (d) Where an employee is absent on Long Term Disability and/or WCB in excess of one (1) year, the employee's annual vacation pay shall be prorated by the period of absence that exceeds one (1) year and the employee shall not accrue vacation for the period of absence that exceeds one (1) year.
- (e) Where the WCB ceases paying temporary disability benefits to an employee and the employee is unable to return to work, the time absent on WCB shall be integrated with the Sick Leave and Long Term Disability Plans and the employee shall be placed on the appropriate Plan at the point reached when WCB payments ceased.

10.7 Employee Assistance Program

The Corporation agrees to pay one hundred percent (100%) of the cost of an Employee Assistance Program to a maximum of \$12,000 per year for all employees (including Auxiliary Employees). It is understood either the Corporation or the Union can refer an employee to the Program.

10.8 Critical Incident Stress (CIS) Program

- (a) The Corporation agrees to establish a Critical Incident Stress Program to assist employees exposed to traumatizing events or situations which require debriefing and/or counseling.
- (b) Any employee, after being involved in a critical incident while on duty, may with the approval of the Manager, end their shift without loss of pay.
- (c) Time spent with Critical Incident Stress debriefing will be without loss of pay.

10.9 Employees' Savings Plan

The Corporation contributes one and one-half percent (1½%) of regular earnings and the employee is deducted the same amount under the Employees' Savings Plan.

10.10 Court Attendance and Jury Duty

Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Chief Financial Officer. It shall be the responsibility of the Department Head or designate to ensure such payment.

10.11 Resignations and Re-Employment

(a) Resignation and Re-employment

An employee who has voluntarily resigned and is re-employed within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement into the Municipal Pension Plan will be in accordance with the rules of the Municipal Pension Plan.

(b) Starting Salary on Re-Employment

When a previous employee of the Corporation is rehired within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous experience with the Corporation in, or related to, the particular position for which application is made will also be considered.

10.12 Public Sector Pension Plans Act

Employees who are eligible shall be covered by the provisions of the Public Sector Pension Plans Act.

10.13 Benefits - Regular Part-Time Employees or Pay in Lieu

- (a) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the

Corporation shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;

- (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a) above, the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a) above, the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.
- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.

11. WORKING CONDITIONS11.1 Hours of Work11.01 Recognition

- (a) It is recognized that volume of calls for Communications Operators fluctuate and that staffing requirements may change as a result of such volume changes.
- (b) It is recognized that flexible scheduling may be necessary to ensure the community a high level of service.
- (c) No employee will be required to work a split shift.

11.02 Emergency Communication Operators, Central Dispatchers and Report Agents

- (a) Without limiting the Corporation's ability to introduce new shift schedules as per Clause 11.05 or alter the current ones as per Clause 11.02(b) and (c), the following standard shift schedules are currently in existence at E-Comm:

Standard Shift Schedules	4 on, 4 off (2 days, 2 nights, 4 off)	4 on, 3 off	5 on, 2 off
Commencement times	Day shifts: 0700-1900 and 0900-2100 Night shift: 1500 – 0300 and 1900-0700	Varied	Varied
Length of work day	12 hours (11 hours paid)	11 hours (10 hours paid)	9 hours (8 hours paid)
Unpaid meal break	1 hour break	1 hour break	1 hour break
Paid rest breaks	2 – 15 minute breaks	2 – 15 minute breaks	2 – 10 minute breaks
Average bi-weekly hours	77 hours	80 hours	80 hours
Average yearly hours	2009	2088	2088

- (b) Where there is an operational or business reason to alter the standard shift schedules or commencement times the Corporation will provide the Union with thirty (30) calendar days' written notice of its intent to do so for the purpose of jointly discussing

and reviewing such changes with the Union before altered shift schedules are implemented.

- (c) Employees who will be directly affected by a change will be provided with a minimum of thirty (30) calendar days' written notice of the change.
- (d) For the purpose of Clauses 8.1, 8.2 and 8.3, overtime provisions shall be applied for paid hours worked in excess of regular daily hours or on scheduled days off.
- (e) Except where operational needs require, or there is a requirement on a job posting or, the Collective Agreement provides otherwise, employees shall not be required to transfer teams. In the event a transfer is required, and no employee has consented to do so, the least senior employee with the required skill set will be transferred. Where a transfer does occur the employee will be entitled to carry with them any leaves approved prior to the time of transfer.
- (f) The Corporation may provide a sign up sheet for breaks that consist of a sufficient number of spots to allow employees to take one thirty (30) minute break and one sixty (60) minute break or one ninety (90) minute break.
- (g) Where by reason of an emergency or critical incident it is not feasible to take a meal or rest break at the designated time, it will be rescheduled and taken as soon as practicable.
- (h) Upon approval by the employee's supervisor in each and every case, an employee may switch a shift with another equally qualified employee. It is understood there will be no cost to the Corporation resulting from employees switching a shift.

11.03 Voice Records Coordinator

- (a) Unless otherwise required by the Corporation, Regular Full-Time and Temporary Full-Time Employees will work a nine-day fortnight (9-day) shift schedule as follows:

Four (4) consecutive day shifts Monday to Thursday with three days off followed by five (5) consecutive day shifts followed by two days off. The hours of work will be nine point eighty-nine (9.89) hours between 0700 and 1700, inclusive of two (2) ten (10) minute rest periods and a one (1) hour unpaid meal break.
- (b) The regular scheduled hours of work are eighty (80) hours bi-weekly.
- (c) For the purpose of Clauses 8.1, 8.2 and 8.3, overtime provisions shall be applied for hours worked in excess of eight point eighty-nine (8.89) or on the first, second or third day of rest.
- (d) Conversions to an alternate work day/week shall be made in accordance with Schedule "C".

11.04 Administrative Positions

- (a) The regular hours of work for employees not working in positions described above shall be based on a forty (40) hour work week in which employees will work an eight (8) hour work day exclusive of a one-half (½) hour or a one (1) hour unpaid meal break and two (2) ten (10) minute rest breaks. The Supervisor will designate the time of meal and rest breaks for staff members.
- (b) The regular work week shall be any five (5) consecutive days, Monday through Sunday, between the hours of 12:01 a.m. and 12 midnight.
- (c) For the purpose of Clauses 8.1, 8.2 and 8.3, overtime provisions shall be applied for hours worked in excess of eight (8) or on the first or second day of rest.
- (d) Informal Adjustment of Hours by Mutual Consent

A supervisor and an employee may, by mutual consent, agree to vary the employee's hours of work, for such fixed period as agreed. In the absence of such fixed period, the arrangement may continue for as long as both the Supervisor and the employee continue to consent. Such variation in the hours of work shall not establish a precedent. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums.

11.05 Other Shift Schedules

- (a) Where there are operational or business reasons to create other full- or part-time shift(s) on an ongoing basis, the Corporation will provide the Union thirty (30) days' written notice of its intent to do so for the purpose of discussing the intended changes, prior to implementation.
- (b) It is understood that other non-standard full-time or part-time shift schedules or commencement times of a temporary nature may be established without formal notice to the Union in order to meet such temporary needs as special events or programs, and/or additional work load requirements.

11.2 Daily Guarantee

- (a) Subject to the provisions of Subsection (c), an employee reporting for a scheduled shift on the call of the Corporation, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of Subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.

- (c) In any case where an employee:
 - (i) reports for a regular shift but refuses to commence work, or
 - (ii) commences work but refuses to continue working,the employee shall not be entitled to receive the minimum payments set forth in Subsections (a) and (b).

11.3 Posting Positions and Filling Vacancies

(a) Posting

The Corporation agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) calendar days in such conspicuous places as may be designated by the Corporation. The Corporation is not required to post temporary positions(s) which may arise, or subsequently arise, from the posting of a temporary vacancy for maternity/parental reasons.

(b) Employees' Eligibility to Apply on an Equal Basis for Posted Positions

All Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment, and all Auxiliary Employees who have completed 1500 hours within two (2) consecutive calendar years, shall be entitled to apply on an equal basis for any posted position in accordance with Clause 11.4(a).

(c) Temporary Positions

- (i) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.
- (ii) Positions not previously posted as in Clause 11.3(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

(d) Procedures for Employees on Vacation or Authorized Leave

- (i) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An

employee who is selected for a position must be available for employment in that position not later than one (1) month following the date of selection.

- (ii) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) calendar days, such employee, on return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(e) Union Notification

The Corporation shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining unit.

(f) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information:

- (i) nature of position;
- (ii) required qualifications, knowledge, education and skills;
- (iii) wage or salary rate or range;
- (iv) shiftwork (if any); and
- (v) anticipated length of any temporary assignment, if posted.

11.4 Promotions, Transfers and Demotions

- (a) In making promotions, transfers and demotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

(b) Trial Period

On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to the previous position or to a position of equal value for which the Corporation deems the employee to be qualified.

(c) Pay Rates on Promotion

- (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the

salary range of the new position unless special regulations or the Corporation authorizes a higher starting rate.

- (ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.
- (iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.

(d) Definition

A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a higher pay range than the class from which the employee was moved, such change shall be considered a promotion and the provisions governing promotions shall apply. If an employee is changed to a position in a class, the salary range of which has a maximum that is lower than the maximum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

(e) Procedure

Transfer requests are submitted to the Director of Human Resources but the action taken is subject to the approval of the Department Head or designate concerned.

- (i) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled. Transfers under this provision shall be subject to the grievance procedure.
- (ii) Transfers between departments will be posted and filled in the usual manner.
- (iii) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedure will apply: The Department Head shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 13 of this Collective Agreement may be initiated.

11.5 Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity for a period of nine (9) months from date of hire. The probationary period may be extended for a period of up to a further three (3) months. The Corporation, in writing, shall notify the employee, with a copy to the Union, prior to the extension. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification of the extension of probation.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the person is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
 - (i) the quality of work
 - (ii) conduct
 - (iii) interpersonal skills
 - (iv) ability to meet standards set by the Corporation.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other benefits related to length of continuous service shall be based on the original date of employment as a new Regular Full-Time Employee.
- (e) Where a probationary employee is absent for sixteen (16) or more shifts during the probationary period, the probationary period shall be extended by the total number of shifts absent. The calculation of shifts absent will include, but is not limited to, vacation, overtime leave, leave of absence, union leave, and paid or unpaid sick leave.

11.6 Layoffs and Bumping

- (a) Where in the opinion of the Corporation it is necessary to reduce the work force for any reason the Corporation may lay off employees covered by this Agreement in order to effect such reduction. The Corporation shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 11.6(a) may exercise their seniority by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Corporation, qualified to perform. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority and if they are displaced pursuant to this Clause they shall be laid off. Employees must exercise their rights under this Clause 11.6(b) not later than ten (10) business days following the receipt of notice of layoff given pursuant to Clause 11.6(c).

- (c) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Corporation, the Corporation shall give to the Regular Full-Time Employees concerned not less than ten (10) business days prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work their regular working schedule within that period of notice the employee shall be paid for those regular shifts for which work was not made available to such employee.
- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that this Clause 11.6(d) shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) Where the Corporation intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days prior written notice thereof. For the purposes of this Clause 11.6(e) the words "major layoff" mean a 10% or more reduction in the work force due to a reduction in the budget of the Corporation. This Clause 11.6(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Corporation.

11.7 Recall

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them;
- (b) no new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - (i) the Corporation shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Corporation in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Corporation to contact them;
 - (ii) upon making contact with an employee, the Corporation shall specify the time when the employee shall report for work;
 - (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Corporation to make contact, or who refuses to report for work, shall be placed at the bottom of the list of employees eligible for recall under this Clause;

- (iv) an employee notified to return to work shall report at the time and place specified by the Corporation for so doing, or in extenuating circumstances, within such extended period of time not exceeding fourteen (14) calendar days from the date of the initial attempt of the Corporation to make contact as the Director of Human Resources may approve, which approval shall not be unreasonably withheld;
- (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Corporation to keep the Director of Human Resources informed of their respective current addresses and telephone numbers. The Corporation shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Clause by attempting to contact the employee at the employee's last known address on the Corporation's records.
- (vi) an employee who is laid off and is eligible for recall under this Clause shall remain on the recall list for a maximum of six (6) months.

11.8 Human Resources Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee, with copies sent to the Secretary Treasurer of the Union, as soon as possible after it is recorded in the employee's personnel file.
- (b) An employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action, a copy of which shall be sent to the Secretary Treasurer of the Union. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure.
- (c) The Corporation agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.
- (d) Upon receiving permission from the Human Resources Department, an employee (or, to assist in the resolution of grievances, the employee's Union designate, with written authority of the employee), may review the contents of their respective personnel files. All such reviews shall be in the presence of a person authorized by the Human Resources Department.

11.9 Job Evaluation

(a) Job Descriptions

The Corporation will prepare and maintain job descriptions describing the duties, responsibilities and requirements of all positions covered by this Agreement and will provide the Union with copies of same.

(b) Changes in Job Descriptions

Where, during the term of this Agreement the Union or incumbent employee believe that

- (i) an existing position has been inappropriately described or incorrectly valued;
or
- (ii) a new position has been inappropriately described or incorrectly valued;

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to Step 3 of the Grievance Procedure.

(c) Effective Dates

Any change in rate of pay for an employee as a result of a significant change in duties and responsibilities pursuant to Section (b) above shall be retroactive, in the case of (b)(i), to the date the complete information required for the review was provided to the Human Resources Department or, in the case of (b)(ii), to the date the employee filled the new position.

In no case shall retroactivity pay go beyond one (1) year unless a delay is due to an arbitrator's unavailability, in which case the time limit for retroactivity will be extended by the amount of the delay. However, an extension to retroactivity will not be granted in cases where the Union has not advanced the grievance to arbitration within the time limits (unless the parties mutually agree to amend the time limits) or has requested an adjournment of the hearing.

11.10 WorkSafe Committee

A WorkSafe Committee shall be established, its makeup and authority to be in accordance with WorkSafe regulations. The Committee shall have all authority under the WorkSafe regulations in matters related to occupational health and safety and shall make recommendations to the Director of Human Resources for implementation.

11.11 Joint Labour/Management Committee

A Labour/Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Corporation, with the following principal objectives:

1. To develop and maintain a continuous, effective channel of labour management communication;
2. To provide a means whereby the Corporation can keep the Union and employees informed regarding matters in the workplace;

3. To seek to reduce misunderstandings in the workplace;
4. To provide a forum to discuss and make recommendations in promoting a cooperative resolution of workplace issues;
5. To provide a forum to discuss and make recommendations to promote workplace productivity;
6. To encourage employee and Union suggestions.

The Committee would meet within fourteen (14) calendar days of the call for a meeting by either party. The representatives of the Union will be granted time off work without loss of pay for the purpose of attending meetings of the Committee, or paid their regular hourly rate of pay for the time of the meeting, if off duty.

12. LEAVES OF ABSENCE

12.1 Requests for Leave of Absence

Requests for leave of absence without pay for up to one (1) year may be granted at the discretion of the President or designate and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

12.2 Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth ($\frac{1}{12}$) of the vacation allowance for each excess month or portion of a month greater than one-half ($\frac{1}{2}$).

12.3 Effect of Leave of Absence on Increment Dates

Leaves of absence of one-half ($\frac{1}{2}$) month or more shall cause postponement of increments, according to period of leave.

12.4 Leave for Writing Examinations

Where employees write examinations, the subjects of which lead to qualifications which are directly concerned with duties related to the employee's position, the President or designate may grant leave with pay to employees in order to write such examinations.

Where employees who write examinations are not subject to time off with pay, they shall be permitted to use vacation time, at the discretion of the President or designate, if they so request.

12.5 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) shifts without loss of pay. For purposes of bereavement leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for bereavement leave without loss of pay under Clause 12.5(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of one (1) or two (2) shifts, with the combined time off granted under 12.5(a) and (b) not to exceed one full shift cycle.
- (c) Requests for leave under Clauses 12.5(a) and 12.5(b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under Clause 12.5(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (½) shift without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 12.5(a).

12.6 Family Illness Leave

Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness, an employee upon approval of the supervisor, may use up to 15.4 hours of sick leave with pay for Group 1 employees or 16 hours of sick leave with pay for Group 2 employees, per calendar year for this purpose.

12.7 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of

parental leave, all without pay, except as provided in 12.7(f) (Supplementary Employment Insurance Benefits). The parental leave must be applied for in writing four (4) weeks prior to commencement and must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fifteen (15) consecutive weeks without pay immediately following the parental leave.

Note: Benefit premium cost-sharing during the extension shall be treated the same as for other existing extensions, i.e., premiums will continue to be cost-shared.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave), maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the President or designate of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first shift on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Upon returning to work the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (3) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their regular salary and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Corporation with satisfactory medical evidence.
- (4) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's regular weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (5) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Corporation does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Corporation, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

12.8 Absence from Duty of Union Officials

- (a) The Corporation agrees that where permission has been granted to members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Corporation, or for the purpose of settling a grievance as outlined in Clause 13 below, the said members shall suffer no loss of pay for the time so spent. For purposes of collective bargaining, up to three (3) Union representatives shall be eligible.
- (b) The Corporation further agrees that time off without pay shall be granted to official representatives of the Union upon application to and by permission of the President or

designate when it becomes necessary to transact business in connection with matters affecting members of the Union.

(c) Leave to Attend Union Functions

Upon application to, and upon receiving the permission of the President or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the annual convention of CUPE, Local 873, the national and British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour, and the biennial convention of the Canadian Labour Congress.

(d) Leave of Absence For Full-Time Union Duties

The Corporation agrees that an employee who is elected as a full-time officer of the Union will be granted leave of absence without pay for a period of up to one (1) year. Such leave may be renewed upon request of the employee during their term of office. Employees on leave of absence will continue to accrue seniority for the time spent on leave. Upon leaving such duties as an officer of the Union, the employee shall be entitled to return to their previous position or a comparable position for which the employee is qualified if any such position is held by an employee with less seniority. If all such positions are held by employees with more seniority or have been abolished, the employee shall be entitled to return to any other vacant position for which that employee is qualified.

- (e) The Corporation agrees that any employee who is elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour Congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Corporation while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Corporation.

Where an employee is appointed to a permanent position outside of the Corporation, the employee shall retain employment and seniority for a period not to exceed six (6) months, after which the employee will be provided with a record of employment as their employment comes to an end.

- (f) At the request of the employee, the Corporation will continue to pay the employees' wages and/or benefits/pension contributions. The Union will reimburse the Corporation such actual costs.

13. GRIEVANCE PROCEDURE

13.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

(a) Step 1 - Meeting With Supervisor

The aggrieved employee(s) shall first take up the matter with the immediate supervisor or such other supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) business days of the date on which the incidence giving rise to the grievance occurred or of the date when the employee first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee(s) a Shop Steward or Union representative may be present at the meeting.

(b) Step 2

If the matter is not satisfactorily resolved within ten (10) business days of Step 1, the aggrieved employee(s) together with the Shop Steward or other Union representative may, within ten (10) business days of the decision, take the matter up with the Department Head or designate, in writing, setting out the particulars of the grievance and the redress sought. The Department Head or designate shall render a decision, in writing, within ten (10) business days of the Step 2 meeting.

(c) Step 3

If the grievance is not settled at Step 2, the grievance may be submitted to the President or designate, in writing, within ten (10) business days of the Department Head's decision being received by the Union representative. The President or designate shall render a decision in writing within fifteen (15) business days of the Step 3 meeting.

(d) Arbitration

If not settled in Step 3 above, within fifteen (15) business days the matter may be referred by either party to a Board of Arbitration (Clause 13.4) for final and conclusive determination.

(e) Time Limits

All time limits in Clauses 13.1, 13.2, 13.3 and 13.4 may be extended by mutual agreement.

13.2 Dismissal Grievances

Where the grievance involves an employee who has been dismissed, Step 1 shall be waived and the grievance may be advanced directly to Step 2 or Step 3.

13.3 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance will be referred to Step 3 of the grievance procedure.

13.4 Arbitration

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Corporation and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Corporation and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 13.1(d).

Where the parties are using a three (3) person Board of Arbitration, the Corporation and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 13.1(d). The two representatives shall select a chairperson within a further seven (7) calendar days.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

13.5 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Corporation shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 13. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 13 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Corporation to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or

- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

13.6 Union Representation

An employee shall have the right to have a Shop Steward or other Union Officer present at any meeting with the Corporation or their representative at which the Corporation intends to or may levy discipline.

14. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Corporation introduces, or intends to introduce, a technological change, that:

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 13.4 of this Agreement by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Corporation has introduced, or intends to introduce a technological change, and upon deciding that the Corporation has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Corporation will not proceed with the technological change for such period, not exceeding ninety (90) calendar days, as the arbitration board considers appropriate;
 - (iii) that the Corporation reinstate any employee displaced by reason of the technological change;

- (iv) that the Corporation pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Corporation will give to the Union in writing at least ninety (90) calendar days' notice of any intended technological change that:

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

15. EMPLOYMENT EQUITY

The Corporation and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

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

17. JOB SHARING

Where a Regular Full-Time Employee wishes to share their full-time position, such job sharing agreements shall be mutually agreed upon using the following principles:

A. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received written approval from the President or designate and the Union, the employee shall be entitled to do so in accordance with the provisions of this Clause.

B. Procedure

1. A Regular Full-Time Employee shall apply in writing to their Department Head or designate indicating the reason for the requests including the hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Director of Human Resources and the Union.
2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.

3. Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Human Resources shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Corporation and Union.
4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.
5. Where an employee's request is denied, the Union may request a meeting with the President or designate, and Director of Human Resources to discuss the matter.

C. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Corporation and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Corporation provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph B, item 3. Other employees temporarily appointed to fill positions vacated as a direct result of Job Sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

D. Employee Status and Working Conditions

1. A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:

- (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (b) Paid leave benefits, such as Vacation, Public Holidays and Sick Leave shall be earned on a proportionate basis (in the case of Bereavement Leave, paid on a proportionate basis) in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (c) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Regular Full-Time Employees:
- (a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Corporation shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.
 - (b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.
 - (c) Public Holidays
 - (i) Where an employee's regular hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (ii) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of

the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

- (iii) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Corporation is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's regular pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.
- (iv) Shared positions based on the compressed work week of 4 shifts, that require work on public holidays, shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

(d) Medical Services Plan, Extended Health, Dental and Group Life

The Corporation shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Corporation for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Corporation's share is as follows:

Corporation's share = $17.5 \text{ (schedule hours)} / 35 \text{ (regular full-time hours)} \times 60\% \text{ (Corporation's portion of premium)} = 30\% \text{ of premium}$

(e) Sick Leave

For the period of the Job Sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(f) Employees' Savings Plan

The employee shall continue to be entitled to ESP on the basis of 1½% of the reduced earnings.

(g) Municipal Pension Plan

Where an employee is contributing to the Municipal Pension Plan and enters a Job Sharing arrangement, the employee shall be required to

continue making payments toward the Municipal Pension Plan. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(h) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

E. Auxiliary Employees

Auxiliary Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

18. SENIORITY

(a) Seniority

Regular Full-Time Employees only shall be entitled to seniority upon the successful completion of their probationary period and shall be entitled to exercise their seniority in accordance with Clauses 11.6 and 11.7 (Layoffs and Bumping, and Recall).

Seniority will be defined as all regular straight-time hours worked since the date of commencement as a Regular Full-Time Employee with the Corporation and shall include the time spent on probation as well as all regular straight-time hours worked with the employee's pre-successor Employer (provided the employee is deemed to have transitioned to the Corporation).

(b) Seniority List

The Corporation will maintain a seniority list showing the employee's name and date upon which each employee's service commenced as a Regular Full-Time Employee as per the calculation referenced in the paragraph above. Where two (2) or more employees commenced work on the same day, employees will be placed on the seniority list utilizing a random selection process.

The Corporation will provide an up-to-date seniority list in January of each year.

19. GENERAL PROVISIONS

19.1 Collective Agreement

Upon reaching agreement on the administrative details of printing the Collective Agreement, and having sufficient copies of the Agreement printed, the Corporation shall provide each employee a copy of the current Collective Agreement. The cost of providing the Collective Agreements shall be shared equally between the Corporation and Union.

19.2 Bulletin Boards

The Corporation shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. All Union notices must be signed by an authorized representative of the Union. Any notices not properly authorized will be removed. If there is a disagreement over any material posted, it shall be removed and referred to the grievance procedure.

20. TRANSITION OF EMPLOYEES

1. Definition of "Transition"

- (a) Where an employee transfers from one external agency to the Corporation and the Corporation is deemed to be a successor to that agency, the employee will be deemed to have "transitioned" provided they are currently employed by the external employer on the date the dispatch/communications function is moved to the Corporation and the employee has received and accepted an offer of employment from the Corporation prior to the required date of notification.
- (b) Those employees working in positions equivalent to Emergency Communication Operator I, II or III (Police Dispatch) as found in Schedule "A" of this Collective Agreement may transition to the Corporation.

2. Wages and Benefits

- (a) Regular Full-Time Employees that transition to the Corporation and are currently receiving a higher pay rate than provided for in this Collective Agreement, provided the position is covered in this Schedule "A" and is equivalent, will maintain the higher wage rate but will not receive any wage increases ("red-circled") until such time as the rates at the Corporation are equal to or surpass those of the "red-circled" employee. At such time the employee's rate of pay will follow the current Schedule "A".
- (b) Regular Full-Time Employees that transition to the Corporation and are covered by a Collective Agreement that provides for superior vacation entitlement than provided for in this Collective Agreement will maintain their

vacation entitlement but will not receive any increases in vacation entitlement until this Collective Agreement provides for the same or better vacation entitlement.

- (c) Regular Full-Time Employees that transition to the Corporation and are covered by a Collective Agreement that provides for the banking of sick leave and overtime will carry their balance to the provisions of this Collective Agreement.
- (d) Regular Full-Time Employees transitioning to the Corporation with previously scheduled vacation will be provided with the same vacation period provided operational needs are met.
- (e) Regular Full-Time Employees transitioning to the Corporation will bring with them their seniority date from their previous Employer and will be integrated into the seniority list at the Corporation.
- (f) Auxiliary Employees transitioning to the Corporation who have acquired bidding rights with the external Employer transferring their dispatch function shall maintain those bidding rights at the Corporation.
- (g) Any new employees transitioning into the Corporation will serve a probationary period in accordance with Clause 11.5, however, contrary to 11.5(d), their benefit entitlement and length of service will continue in accordance with the above.

21. STUDENT EMPLOYMENT

- (a) The Corporation and the Union agree to cooperate to create temporary employment opportunities under Post-Secondary Co-Op programs, student work placement programs (including but not limited to internships and practicums), and holiday student work opportunities.
- (b) The Corporation and the Union agree that the Employer may have up to twenty (20) students working under this provision of the Collective Agreement at any one time, unless increased by mutual agreement between the Corporation and the Union.
- (c) The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
- (d) Post-Secondary Co-Op students will be paid at the rate of pay established by the educational institute. Where the educational institute does not establish a rate of pay, the student shall be paid no less than step one of Pay Grade 9. Students other than Post-Secondary Co-Op Students will be paid be at a rate established by the Corporation provided that in no case shall a student be paid less than step one of Pay Grade 9.

- (e) Employees covered by this Article shall not be entitled to any benefits or paid time off provisions provided by the Collective Agreement. They shall receive four percent (4%) vacation pay which shall be paid each pay day.
- (f) Employees covered by this Article shall not accumulate any seniority, length of service or bidding rights or be granted any credit for time worked if they obtain a regular position.
- (g) Employees covered by this Article shall be covered by the Union Membership and Union Dues provisions of the Collective Agreement.
- (h) This Article does not apply to non-employment opportunities created for students such as job shadow programs.

22. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", "E", and "F", and the Letter of Understanding re Grant Employment annexed hereto shall form an integral part of this Agreement.

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

SIGNED on behalf of E-COMM EMERGENCY)
COMMUNICATIONS FOR SOUTHWEST BRITISH)
COLUMBIA INCORPORATED:)

_____)
"J.M Kelley")
Chair of the Board)

_____)
"D. Guscott")
President)

SIGNED on behalf of the CANADIAN UNION OF)
PUBLIC EMPLOYEES, LOCAL 873:)

_____)
"B. Barter")
President)

_____)
"T. Manz")
Secretary-Treasurer)

SCHEDULE "A"

<u>Class Title</u>	<u>Pay Grade</u>	<u>Notes</u>
Accountant	20	
Accounting Clerk	17	
Administration Clerk	14	
Application Specialist	22	
Building Engineer	20	
Building Maintenance Worker	16	
Business Project Analyst 1	24	
Business Project Analyst 2	26	
Central Dispatcher	22	
Communications Advisor	22	
Database Administrator 2	27	
Emergency Communications Operator 1 (training rate)	15 – Step 1	a
Emergency Communications Operator 1	17	a
Emergency Communications Operator 2	20	
Emergency Communications Operator 3	22	
Enterprise Systems Technologist 1	22	
Enterprise Systems Technologist 2	24	
GIS Technologist	24	
Intraday Coordinator	18	
Inventory Stock Clerk	14	
Operations Staffing Analyst	21	
Payroll Clerk	17	
Payroll Specialist	20	
Process Coordinator	15	
Purchaser	19	
Report Agent (training rate)	15 – Step 1	a
Report Agent	17	a
Senior Accountant	24	
Service Desk Representative	14	
Service Desk Technician	16	
Systems Support Technician 1	19	
Systems Support Technician 2	22	

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>Pay Grade</u>	<u>Notes</u>
Team Lead – Reports	19	
Voice Records Coordinator	20	
Voice Systems Technologist	24	
Workforce Scheduling Clerk	16	

FOOTNOTES:

- (a) Once an employee has successfully completed their probationary period (for an employee who is required to serve a probationary period) or one thousand and five hundred (1500) hours (for an employee who is not required to serve a probationary period) as an Emergency Communications Operator I or a Report Agent, the employee will move from the training rate of Pay Grade 15, Step 1 to pay Grade 17, Step 1. The date the employee begins to be paid at Pay Grade 17, Step 1 will be the date from which future increment dates for the employee will be determined.

Eligibility for Increments

Eligibility for advancement from one step (increment) to the next is as follows:

- | | | |
|------------------------|---|--|
| Pay Grades 9 to 14 | - | 6 month eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 month eligibility. |
| Pay Grade 15 | - | 6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility except for the Emergency Communications Operator I (training rate) and Report Agent (training rate) who are not entitled to move beyond step 1 of the pay grade. |
| Pay Grade 16 and above | - | 12 month eligibility. |

FIRST AID PREMIUMS FOR DESIGNATED HOLDERS OF OCCUPATIONAL FIRST AID CERTIFICATES

Employees who are required by the Corporation to perform first aid duties in addition to their regular duties and who hold a valid Workers' Compensation Board Occupational First Aid Certificate shall be paid a premium in accordance with the certificate required by the Corporation as follows:

Footnotes (cont'd)

	<u>Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
OFA Level II	\$85 per month	55¢ per hour
OFA Level III	\$100 per month	65¢ per hour

The Corporation will pay course fees for the OFA Level II and III course for employees who are required to have such certification provided the employee successfully completes the course.

RATES OF PAYSALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT

between

E-COMM EMERGENCY COMMUNICATIONS FOR SOUTHWEST BRITISH COLUMBIA

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873Effective 2015 January 01 - 2015 December 31

<u>Pay Grade</u>	<u>Steps:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	18.61	19.34	20.11	20.89	21.75
10	19.34	20.11	20.89	21.75	22.61
11	20.11	20.89	21.75	22.61	23.51
12	20.89	21.75	22.61	23.51	24.48
13	21.75	22.61	23.51	24.48	25.47
14	22.61	23.51	24.48	25.47	26.49
15	23.51	24.48	25.47	26.49	27.61
16	24.48	25.47	26.49	27.61	28.75
17	25.47	26.49	27.61	28.75	29.96
18	26.49	27.61	28.75	29.96	31.20
19	27.61	28.75	29.96	31.20	32.48
20	28.75	29.96	31.20	32.48	33.86
21	29.96	31.20	32.48	33.86	35.26

SCHEDULE "A" (cont'd)

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<u>Pay Grade</u>	<u>Steps:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
22	31.20	32.48	33.86	35.26	36.72
23	32.48	33.86	35.26	36.72	38.33
24	33.86	35.26	36.72	38.33	39.95
25	35.26	36.72	38.33	39.95	41.61
26	36.72	38.33	39.95	41.61	43.41
27	38.33	39.95	41.61	43.41	45.28
28	39.95	41.61	43.41	45.28	47.22
29	41.61	43.41	45.28	47.22	49.22
30	43.41	45.28	47.22	49.22	50.37
31	45.28	47.22	49.22	50.37	52.50
32	47.22	49.22	50.37	52.50	54.80
33	49.22	50.37	52.50	54.80	57.15

SCHEDULE "B"

This is Schedule "B" referred to in
Clause 22 of this Agreement

- A. The terms and conditions of this Agreement shall apply to Regular Part-Time Employees and Auxiliary Employees save and except for the following provisions thereof:

Clause 7.	Pay for Acting Senior Capacity
Clause 8.	Overtime, Callout
Clause 8.4	Meal Breaks
Clause 9.	Vacations & Public Holidays
Clause 10.	Employee Benefits (except 10.7, 10.8, and 10.13)
Clause 11.1	Hours of Work
Clause 11.3	Posting Positions & Filling Vacancies
Clause 11.4	Promotions, Transfers & Demotions
Clause 11.5	Probationary Periods
Clause 11.6	Layoffs & Bumping
Clause 11.7	Recall
Clause 12	Leaves of Absence (except Clause 12.8)
Clause 18	Seniority

and Schedules "A", "C", "E", and "F".

- B. In addition to the applicable terms and conditions referred to in paragraph A the following special provisions apply to Regular Part-Time Employees and Auxiliary Employees:

1. OVERTIME

Regular Part-Time Employees and Auxiliary Employees who are required to work overtime shall be paid for such overtime in the following manner:

- (a) Time and one-half for the first two (2) hours worked in excess of the regular daily hours in a shift.

- (b) Double time for hours worked beyond two (2) hours in excess of the regular daily hours in a shift.
- (c) For purposes of applying overtime rates, regular daily and weekly hours for Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (d) Overtime for Auxiliary Employees working shift lengths as described in Clauses 11.02, 11.03 and 11.04 shall be those hours worked in excess of the regular daily or bi-weekly hours for the position except in cases where an Auxiliary Employee works a variety of shift lengths during the pay period. In such cases, overtime shall be those hours worked in excess of the regular daily hours or in excess of seventy-seven (77) hours bi-weekly. Public Holidays worked will be included as regular hours.

2. MEAL BREAKS

Regular Part-Time Employees and Auxiliary Employees who are relieving in a full-time position shall be eligible for Meal Breaks under the same terms and conditions that are applicable to a Regular Full-Time Employee.

3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including annual vacation, public holidays, group life, medical, extended health, dental, and those providing for time off with pay, provided however, that those Auxiliary Employees, upon the completion of 1500 hours of work within two (2) consecutive calendar years, shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.

4. PUBLIC HOLIDAYS

Auxiliary Employees who work on a public holiday shall be paid one and one-half times (1½X) their regular rate of pay for the hours worked on the holiday. An employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

5. REGULAR DAILY AND WEEKLY HOURS

Regular daily and weekly hours shall be deemed to be up to eight (8) and forty (40) respectively for Regular Part-Time and Auxiliary Employees except in the case of a Regular Part-Time or an Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee. In such cases the regular hours of the Regular Part-Time or Auxiliary Employee shall be deemed to be up to the regular hours of the Regular Full-Time Employee.

6. PAY INCREMENTS

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time employee for such eligibility.

7. RESIGNATION, RE-EMPLOYMENT, LAYOFF

Employees who are absent from the service for less than one (1) year shall have their accumulated hours and placement on the increment scale reinstated upon re-employment.

8. LEAVE FOR VACATION

A Regular Part-Time Employee and Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

SCHEDULE "C"

This is Schedule "C" referred to in
Clause 22 of this Agreement

Principles Governing the Conversion of Employee Benefits
in Cases of Introduction or Renewal of Alternate Shift Schedules

The parties acknowledge that as E-Comm is a 24/7 operation, a number of shift schedules exist other than the standard Monday to Friday, 5 days on 2 days off schedule. These shift schedules may utilize differing average bi-weekly hours of work. The following principles apply when determining how to convert benefits for these shift schedules as well as any others that may be created.

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g. $260.89 \times 7.7 = 2009$, or $260.89 \times 8 = 2087$
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily working hours as per a 5-day week; e.g. $11 \times 7.7 = 84.7$, or $11 \times 8 = 88$.
3. For the purposes of Overtime pay on scheduled working days, regular daily working hours and the regular work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 6 herein.
4. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation and Sick Leave benefits shall be converted from days to hours by multiplying the number of days to an employee's credit by the daily working hours that would exist on a 5-day week schedule. (This conversion has been done within the Collective Agreement for shift schedules currently in existence.) All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 6 herein.
5. Notwithstanding any Clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the alternate work week.
6. In order to establish the length of the alternate work day and the alternate work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours are to remain the same under the alternate work week as they were under the standard 5-day work week.

For those employees who work an alternate shift schedule that involves longer daily hours but less days in the week, and they are not required to work public holidays, they may have public holidays off with pay, but will owe the Employer the difference in hours between the length of their work day and the length of the standard day on a 5-day week schedule.

For example, an employee who works 4-10 hour shifts with 3 days off and is not required to work public holidays, will receive 8 hours off for the public holiday. Should they wish to “top up” the remaining two hours to ensure their pay cheque reflects a full 80 hours in the pay period, they will need to take those 2 hours from another bank such as OTL or vacation.

7. Whenever any doubt arises as to how the benefit conversion should be made with respect to any item (whether or not covered by this Appendix "C"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Agreement, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

SCHEDULE "D"

This is Schedule "D" referred to in
Clause 22 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

The parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

SCHEDULE "E"

This is Schedule "E" referred to in
Clause 22 of this Agreement

LEAVES AND ENTITLEMENTS
 (expressed in hours)

Clause	Type of Leave	Agreement Provisions	Entitlement in Hours	
			Group 1 Employees	Groups 2 Employees
9.1	Vacation	1 st year (pro-rated)	77	80
		2 nd to 7 th year	115.5	120
		8 th to 12 th year	154	160
		13 th to 19 th year	192.5	200
		20 th to 29 th year	231	240
		30 th year onwards	238.7	248
9.5	Public Holiday Bank		92.4	96
10.6(1)	Monthly sick leave		12.83	13.33
12.5	Bereavement	12.5(a) – 3 shifts	33	Dependent on shift length
		12.5(b) – 1 or 2 shifts	11	Dependent on shift length
12.5(e)	Funeral	½ shift	5.5	Dependent on shift length
12.6	Family		15.4	16

SCHEDULE "F"

This is Schedule "F" referred to in
Clause 22 of this Agreement

MATTERS ARISING FROM COLLECTIVE BARGAINING1. 2005-2009 NegotiationsGroup Life Plan

The Corporation shall provide the Union with a minimum of sixty (60) calendar days' notice of any change of carrier providing Group Life coverage. The Corporation shall review annually with the Union the status of their Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both the Corporation and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

LETTER OF UNDERSTANDING

between the

E-COMM EMERGENCY COMMUNICATIONS FOR
SOUTHWEST BRITISH COLUMBIA INCORPORATED
(hereinafter called "the Corporation")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873
(hereinafter called "the Union")

RE: GRANT EMPLOYMENT

Where government grant applications require the approval of the Union, the Union agrees to provide such approval provided the following conditions are met:

- (a) The Corporation shall give at least thirty (30) calendar days' advance notice to the Union.
- (b) The Notice shall identify the grant program, the number of anticipated positions, the general nature of the work to be done and the proposed rate of pay.
- (c) No current employee shall be laid off or have their hours reduced as a result of a government-funded grant program.
- (d) Employees hired to work on grant programs will be paid bargaining unit rates where they are performing the work of a classification listed in Schedule "A", otherwise they will receive the grant rate.

Signed this 10th day of February, 2005.

ON BEHALF OF THE CORPORATION:

“David Korbin”

“K. Shymanski”

ON BEHALF OF THE UNION:

“J. Strohmaier”

“T. Manz”

Amended and re-signed (to reflect the current parties signatory to this Agreement) during the drafting of the 2000-2004 Collective Agreement.

(On E-Comm letterhead)

June 19, 2000

Mr. Robin Jones
CUPE National Representative
4940 Canada Way
Burnaby, BC

Dear Mr. Jones:

Re: E-Comm Parking

When the communication operators were employed by the Vancouver Police Board they were responsible for paying for fifty percent (50%) of the cost of a designated number of parking stalls at both Main and Cambie Street locations. At E-Comm, the employer has provided parking without any cost to the employee. This includes absorbing the additional costs charged by the PNE during the Exhibition.

This letter is to advise you that the current free parking arrangements will remain in effect until further notice; but should circumstances change the Employer will provide the Union and employees with at least sixty calendar days notice of the change and during that time the Union will be extended an opportunity to discuss impacts, issues and options.

Yours truly,

“P. Martin”

Peter Martin
General Manager

cc Erin Fritsch, Labour Relations Coordinator