

**2023 – 2025**

COLLECTIVE AGREEMENT

between

E-COMM EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA INCORPORATED

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911

E-Comm Emergency Communications for British Columbia Incorporated and CUPE Local 8911 acknowledges that our location in what is now known as Vancouver operates on the ancestral and unceded territories of the xʷməθkʷəy̓əm (Musqueam), Sḵw̓x̓wú7mesh (Squamish), and səliłwətaʔ (Tsleil-Waututh) peoples.

We acknowledge that our locations in Burnaby is located on the ancestral and unceded homelands of the hə́ŋqəmiŋə́ŋ (Halkomelem) and Sḵw̓x̓wú7mesh (Squamish) speaking peoples.

We acknowledge that our Vancouver Island office lies within the territories of the lək' ʷəŋən (Lekwungen) peoples represented by the Songhees and Esquimalt Nations and the W̱SÁNEĆ (Saanich) peoples represented by the W̱JOLÉLP (Tsartlip), BOKÉĆEN (Pauquachin), S̱ÁUTW (Tsawout), W̱SIKEM (Tseycum) and MÁLEXEŁ (Malahat) Nations.

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THIS AGREEMENT made and entered into as of 01 January 2023

BETWEEN:

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

OF THE FIRST PART

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911  
(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 Employer 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 Employer, 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 British Columbia Incorporated, is an employer within the meaning of the Labour Relations Code of British Columbia; and
2. Whereas the Union (Emergency Communications Professionals of British Columbia, CUPE Local 8911) is the bargaining agent for the employees in a unit composed of all employees of E-Comm Emergency Communications for 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 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 of at least 20 hours, for an indefinite period of time. Unless otherwise specified Regular Part-time employee’s entitlements under this collective agreement will be pro-rated on the basis of their annual schedule of regular core hours.
- (c) “Temporary Full-Time Employee” means an employee who is employed on defined term contract of six months or more with a full-time schedule.

After one calendar year, such an employee would automatically be converted to Regular Full-Time status, unless they had been hired to replace a regular Employee absent on maternity, parental or Long Term Disability leave.

- (d) “Auxiliary Employee” means an employee who is employed:
  - (i) For an open-ended contract with an ad hoc schedule;
  - (ii) With a regular schedule of part-time weekly hours of less than 20 hours; or
  - (iii) A defined term contract of full time or part-time hours of less than six months.

Auxiliary Employees shall be paid an amount equal to 16% of their regular earnings per Schedule B Part B, 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, with 10/16ths of the in lieu premium being for vacation and public holiday pay.

- (e) “Corporation” means E-Comm Emergency Communications for British Columbia, Incorporated, and is the Employer.
- (f) “Shift” means the regularly scheduled hours during the work day of an employee. e.g., eight 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 77 hours bi-weekly. In general, these employees work a four on four off schedule, 12 hour shifts (11 hours paid).
- (i) “Group 2 Employees” means those employees who work on average 80 hours bi-weekly. In general, these employees work a five on two off schedule, nine or eight point five hour shifts (eight hours paid) or a four on three off schedule, 11 hour shifts (10 hours paid).

## 2. TERM OF THE AGREEMENT

The term of the new Collective Agreement shall be for three years from 2023 January 01 to 2025 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 Employer 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 Employer.

#### 3.4 Directives Interpreting the Agreement

The Employer 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 Employer providing a list of the membership data information it requires, the Employer will provide to the Union all of the information that is available from the Employer'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 Employer every six 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 30 minutes during the training session in which to familiarize these employees with the Union and its function. Should employees not be scheduled to attend a New Employee Orientation Class, a representative of the Union will be invited to meet with these employees for up to 30 minutes, within four weeks of their start date.



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

### 3.8 Notification of New Excluded Jobs

Prior to implementation, the Employer agrees to advise the Union of newly created jobs which are excluded from the bargaining unit and the reasons for the exclusion.

## 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. DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT

The parties recognize the right of all employees to work in an environment free from discrimination and workplace bullying and harassment.

Furthermore, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

### 5.1 Definitions

- (a) Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code.

- (b) Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation. Bullying and harassment denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may, or may not, be linked to the protected grounds specified in the B.C. Human Rights Code.

Bullying and harassment excludes any reasonable action taken by a manager relating to the management and direction of workers.

Furthermore, not all disagreements between employees fall into the classification of bullying and harassment.

- (c) Sexual harassment is an example of bullying and harassment that is linked to a protected ground specified in the B.C. Human Rights Code. Sexual harassment includes conduct or comments made by a person who knows, or ought reasonably to know, are unwelcome and that create an intimidating, hostile or poisoned work environment, and includes but is not limited to:

- (i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome.

- (ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment.
- (iii) an implied promise of reward for complying with a request of a sexual nature.
- (iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

Sexual harassment can occur between any two or more employees, and is not restricted to interactions between supervisors and subordinates.

## 5.2 Employer Responsibilities

The Employer will take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment. Accordingly, the Employer must:

- (i) regularly review and update its policies and procedures related to bullying and harassment;
- (ii) regularly educate all employees on the abovementioned policies and their duty to report bullying and harassment, as well as their responsibility to not engage in workplace bullying and harassment;
- (iii) investigate reports of workplace bullying and harassment in accordance with the Employer's policies and procedures, including complaints related to external parties that arise while employees are conducting work on behalf of the Employer.

## 5.3 Consequences

- (a) Employees who engage in workplace bullying or harassing behaviour will be subject to corrective action, such as additional training, and/or discipline.
- (b) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a complaint of harassment or discrimination, which they reasonably believe to be valid.
- (c) If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

## 5.4 Complaint Process

### (a) Informal Resolution

An employee who believes they are the recipient of inappropriate or unacceptable behaviour, is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution. At any time, the complainant may seek the confidential advice of their supervisor (or their manager, if appropriate), the Union, or People and Culture.

If the employee is comfortable with this approach they should:

- (i) tell the alleged harasser(s) to stop; if possible;
- (ii) document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible.

(b) Formal Complaint Resolution Process

If a complainant chooses not to interact with the alleged harasser, or the informal process was not effective, a complaint may be filed with the employee's supervisor or People and Culture.

All formal complaints will be reviewed by the Employer. Upon the conclusion of its review, the Employer shall:

- (i) initiate an investigation of the complaint and appoint an internal or external investigator, or;
- (ii) recommend mediation or other alternative dispute resolution processes to resolve the complaint.

If the complainant does not agree with the process recommended by the Employer an investigation shall be initiated.

The complainant and the alleged offender have the right to have a union representative present at all meetings during this process. Employees shall be advised in advance of all meetings of their right to speak with union representative prior to the meeting.

Upon conclusion of its investigation, the Employer will advise the Union, respondent, and complainant of the Employer's summary findings and recommendations and will determine whether discipline and/or other corrective measures are appropriate.

If the complainant and respondent require further support to resolve the issue between them, the Union will be advised of the name of the individual who has been assigned to facilitate the discussion between the parties. Any party may withdraw from these discussions at any time.

5.5 Disagreements with Respect to the Resolution Process

Should an employee or the Union disagree with the process by which a bullying and harassment allegation was handled, they may file a grievance in accordance with Clause 13.

5.6 Withdrawal of Complaints

Nothing in this Clause precludes the Employer or the Union from conducting its own investigation and from taking appropriate action, even if the employee withdraws a complaint or grievance.

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:

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

### 6.3 Shift Differential

Employees shall be paid a shift differential of \$1.05 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.

Effective the first pay period after ratification:

Employees shall be paid a shift differential when required to work their regular hours as described below:

- (a) \$5.00 per hour for all hours required to be worked on Sunday, Monday, Tuesday, Wednesday and Thursday nights between 1900 hours and 0700 hours; and
- (b) \$8.00 per hour for all hours required to be worked on Friday and Saturday nights between 1900 hours and 0700 hours.

### 6.4 Effective Date for Individual Adjustments

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

### 6.5 Training

#### (a) Training Pay Premium

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

#### (b) Training Days

Where required, employees will attend up to three 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. Additional days of training may be required if the Employer and Union agree that the delivery of training should not be delayed to the next calendar year.

#### (c) Operationally Required Training

In situations where training is operationally required for an employee to perform their job (including delivering and receiving training), the Employer 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	four hours
Afternoon Session	four hours

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

Morning Session	seven hours
Afternoon Session	seven 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 Employer.

6.7 Mileage Allowance

Employees who use their vehicle for Employer 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 Employer as being behind market and/or such position has been difficult to recruit for, or to retain employees in, the Employer 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 Employer 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 12 months) in the senior position, provided each assignment equals or exceeds one 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 Employer under Clause 8.1(b) at the following overtime rates:
  - (i) time and one-half the regular rate of pay for the first two 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 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);
  - (iv) Two and one-half times the regular rate of pay for all overtime worked in excess of 22 hours of overtime in a pay period;
  - (v) Two times the regular rate of pay for time worked during a missed meal break.

- (vi) The Employer will endeavour to avoid the use of mandatory overtime at any time. However, when all voluntary booking options have failed to fill a shift employees will be assigned in reverse seniority, in an equitable manner, and in accordance with the Overtime Booking Policy. Employees will be paid at two and one-half times their regular rate of pay.
- (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 the average number of weekly hours regularly scheduled for the position. In any calendar year, an employee may take a maximum of two times the average number of weekly hours regularly scheduled for the position as compensating time off. Compensating time off taken at the request of the Employer for scheduling adjustment purposes will not count towards the abovementioned maximum.

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. Notwithstanding the requirement for approval by the Department Head, one shift per year shall not be unreasonably denied and, in any event, not denied if the sole reason for such denial is the potential overtime costs caused by the leave.

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 Employer for any reason (whichever event occurs first), the employee shall receive pay 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 Employer at any time after the completion of the regular shift, including 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 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 hours (the minimum includes one 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 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 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 hour at double the regular rate of pay for travelling time to and from home. Where two separate calls are completed by an employee within a three hour period the employee shall be paid at double the regular rate of pay for a minimum of four hours (the minimum includes two 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 the employee's regular rate of pay for the time actually worked with a minimum payment of one 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 hour's pay at the employee's regular rate of pay for each period of eight 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 hour's pay at the employee's regular rate of pay for each period of six 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 hours or eight hours (as the case may be) the employee shall be paid one 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 of the standby period of six hours or eight hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half 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 continuous hours of overtime work.

8.5 Rest Between Shifts

If an employee works a period of two hours or more on a callout or overtime between their regular shifts, the employee shall be entitled to a rest break equal to the hours worked before starting their next regular scheduled shift equal to the total of the hours worked and the travelling time to and from home. If the rest period extends into their regular shift, the employee shall be paid at straight time for the portion of the rest period that extends into the regular shift up to a maximum of four hours.

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 12 months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation credit will be prorated based on an employee's start date.



	Years of Service	Group 1 Employees	Group 2 Employees
(c)	During the first and up to and including the seventh calendar year of service	115.50	120
(d)	During the eighth and up to and including the 12 <sup>th</sup> calendar year of service	154	160
(e)	During the 13 <sup>th</sup> and up to and including the 19 <sup>th</sup> calendar year of service	192.5	200
(f)	During the 20 <sup>th</sup> and up to and including the 29 <sup>th</sup> calendar year of service	231	240
(g)	During the 30 <sup>th</sup> and all subsequent calendar years of service	238.7	248

**Effective January 1, 2024**

	Years of Service	Group 1 Employees	Group 2 Employees
(c)	During the first and up to and including the fourth calendar year of service	115.50	120
(d)	During the fifth and up to and including the 12 <sup>th</sup> calendar year of service	154	160
(e)	During the 13 <sup>th</sup> and up to and including the 19 <sup>th</sup> calendar year of service	192.5	200
(f)	During the 20 <sup>th</sup> and up to and including the 29 <sup>th</sup> calendar year of service	231	240
(g)	During the 30 <sup>th</sup> and all subsequent calendar years of service	238.7	248

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

PROVIDED THAT

- (i) "calendar year" for the purposes of this Agreement shall mean the 12 month period from January 1<sup>st</sup> to December 31<sup>st</sup> 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 1<sup>st</sup>, they receive half of the usual annual vacation;
  - if retiring April 1<sup>st</sup> or prior to November 1<sup>st</sup>, they receive the full annual vacation;
  - If retiring November 1<sup>st</sup> or later from active employment, they receive the full annual vacation, and \$2,500 less statutory deductions as a retirement allowance.

## (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.
- (o) Upon hiring, an employee from another Employer may be started at any level on the vacation schedule up to that which is commensurate with the employee's previous work experience, at the discretion of the Employer. New employees who receive recognition for service under this provision will not receive recognition in any other areas, such as but not limited to, seniority or length of service or supplementary vacation.
- (p) Notwithstanding the requirement for approval by the Department Head, the scheduling of one shift per year of vacation, done outside of annual vacation selection, shall not be unreasonably denied and, in any event, not denied if the sole reason for such denial is the potential overtime costs caused by the leave.

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 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup>, 36<sup>th</sup>, 41<sup>st</sup> or 46<sup>th</sup> 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 11<sup>th</sup> 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 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 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	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

And any other day proclaimed as a statutory holiday by the Federal and/or Provincial Government.

In the event an employee is on paid leave on the working day immediately before and on the working day immediately following the public holiday, the earned public holiday leave hours will replace the corresponding hours of paid leave, or will be deducted from the employee's public holiday bank.

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

(c) Prior to the beginning of each calendar year, the Employer 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 two 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 the employee's regular rate of pay for the hours worked on the holiday.

(iv) Effective January 1, 2024, Regular Full-Time and Temporary Full-Time Employees who are not regularly required to work on public holidays, on an annual basis, may submit a request to designate up to three days in lieu of Good Friday, Easter Monday and Christmas Day for religious or cultural purposes where regular work is normally performed on these days. The request will be made in writing to their supervisor with reasonable notice prior to the requested day off or the holiday that is being exchanged, whichever comes first.

Employees selecting this option will take the designated days as a Statutory Holiday and the relevant provisions of Article 9.6 shall apply. Employees who select this option will treat the original Statutory Holidays as regular days and will be paid at the appropriate straight-time rate.

Note: For those employees who work an alternate shift schedule that involves longer daily hours but fewer 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 five day week schedule.

(e) Employees Regularly Required to Work on Public Holidays (may be Group one or Group two 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 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:

a public holiday bank of:

Group 1 employees – 100.1 hours

Group 2 employees – 104 hours

In the case of an employee who has worked less than 12 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.

9.7 Cultural Leave for Indigenous Employees

(a) Indigenous employees are entitled to up to 20 hours of leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

10. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. 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 Employer 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

The Employer will pay 100% of the premium, should a premium exist.

(b) Extended Health Care Plan

Employees who are Regular Full-Time Employees or Temporary Full-Time Employees shall be entitled to be insured under the Extended Health Care Plan on the first of the month coincident with, or following, their date of hire. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits:

Benefit Provisions	Extended Health Care Plan
Premium	100% Employer Paid
Annual Deductible	\$100.00 Effective January 1, 2024, the Annual Deductible will be reduced to \$25.
Reimbursement	80% Effective January 1, 2024, Reimbursement will be increased to 100%.
Lifetime Maximum	Unlimited
Prescription Drugs	
Prescriptions	Covered with Direct Pay Card

Fertility Drugs and Treatment	\$15,000 lifetime maximum
Contraceptives	Covered
Medical Services and Supplies	
Out-of-province and Out-of-country emergency medical coverage	100% of out-of-province & out-of-country medical travel insurance
Ambulance	Covered
Hospital	Private or Semi-Private Room
Hearing Aids	\$1500 per person in a three calendar year period
Orthopedic Shoes	One pair per calendar year
Orthotics	\$400.00 per person in a three calendar year period
Compression Garments	Four units per calendar year to a maximum of \$150 per unit
Diabetic Equipment, Insulin Pumps and Supplies, including continuous glucose monitors	Covered

Mastectomy prosthesis-brassieres and surgical brassieres	Four per calendar year
Wigs or Hairpieces	\$250.00 maximum per lifetime
Private Duty Nurse	\$10,000 per calendar year (includes registered nurse or registered nursing assistant)
<u>Vision Care</u>	
Prescription glasses, safety glasses, or contact lenses	Cost of prescribed eyeglasses, contact lenses, repair of eyewear and/or frames, or corrective laser eye surgery (combined maximum) up to \$400 per person every 24 months. Visual training, with a separate maximum of \$200 per person per lifetime
Eye Exams	Covered once per 12 months for individuals under age 18, and once per 24 months for individuals age 18 and over, when performed by a physician or optometrist

<u>Paramedical Services</u>	
Professional Services (Psychologist, Social Worker, Clinical Counsellor)	\$4000 per calendar year
Acupuncturist	\$500 per person per calendar year
Chiropractor	\$500 per person per calendar year
Massage Therapist	\$500 per person per calendar year
Physiotherapist	\$500 per person per calendar year
Podiatrist and Chiropodist	\$500 per person per calendar year
Speech Therapist	\$500 per person per calendar year
Naturopath	\$500 per person per calendar year

The Union shall have access to the master agreement with the benefits carrier(s), including all customary limits, administrative requirements regarding access to health and dental benefits, the production of any change or fee schedule change with a minimum of 60 calendar days' notice prior to implementation, and an annual review of experience.

### 10.3 Group Life Insurance

Regular employees and Temporary Full-Time Employees who have completed three months' continuous service shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees on the first of the month following their date of hire. The Employer shall pay 100% of the premium for eligible employees. The group life insurance policy shall include among other benefits:

- (a) Life Insurance coverage for each of such employees in an amount equal to one and one-half 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.
- (b) Dependent Life Insurance coverage to a maximum of \$10,000 dollars for spouse, \$5,000 dollars per dependent child.
- (c) Accidental Death and Dismemberment Insurance coverage for each of such employees in an amount equal to one and one-half 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.
- (d) An advance payment program for terminally ill employees.

### 10.4 Dental Services Plan

Regular employees and Temporary Full-Time Employees shall be entitled to be insured under the Dental Plan on the first of the month coincident with, or following their date of hire which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees (to a maximum of \$1,250.00 per person per calendar year).
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 60% of the approved schedule of fees (to a maximum of \$3,000.00 per person per calendar year).
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees; the lifetime maximum shall be \$3,250.00 for dependent children and adults as defined by the Plan.
- (d) The Employer shall pay 100% of the premium.

### 10.5 Sick Leave, Short Illness and Injury Plan, and Long Term Disability Plan

Regular employees and Temporary Full-Time employees shall be entitled to the benefits of the Sick Leave, Short Term illness and Injury Plan (STIIP) and Long Term Disability Plans as follows:

#### (1) Sick Leave Plan

Until December 31, 2023, 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 either Part A or Part B of Schedule "B", whichever is applicable.



- (c) Sick leave may be accumulated to a maximum of 2,009.7 hours for Group 1 employees and 2,088 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 absences related to leaves for active service in the 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.

Effective January 1, 2024, the following terms will replace 10.5 (1) (a) through (f).

(2) Sick Leave

- (a) After 90 days of continuous employment all employees will be entitled to 55 hours of paid Sick Leave, per calendar year, which does not carry over between calendar years. This Sick Leave will be accessed first for any Sick Leave in a given calendar year.
- (b) Employees hired prior to January 1, 2024 will maintain a bank of Sick Leave hour credits accumulated prior to January 1, 2024 until exhausted.
- (c) Employees will be paid 100% of their regular hourly pay rate for the regularly scheduled hours of work they are unable to attend due to their illness or injury, to the extent they have Sick Leave hours remaining.

(3) Short Term Illness & Injury Plan (STIIP)

a. Intent

Eligible employees who, due to illness or injury, continue to be unable to work after exhausting their Sick Leave hours and Sick Leave credits outlined in 10.5(1) may receive:

- (i) STIIP benefits during the period they are unable to work due to a non-occupational illness or injury and until they qualify for Long Term Disability Coverage; and
- (ii) Assistance with early and safe return to work (RTW).

Employees may be required to share personal and confidential information, including personal medical information, in order to participate effectively in the STIIP.

The confidentiality of employee information will be protected. Employees' personal information will be collected, used, protected, and disclosed in accordance with applicable legislation, privacy policies and the collective agreement.

b. Eligibility

Regular Employees shall be entitled to STIIP benefits provided they meet the following eligibility requirements:

- (i) Continue to be available in the geographic area of their place of work, unless a medical certificate has been furnished recommending otherwise or the Employer agrees otherwise;
- (ii) Have completed 90 days of continuous employment;
- (iii) Remain under the care of a medical doctor licensed to practice medicine in Canada, and fully participate in any treatment the doctor recommends;
- (iv) Provide regular medical updates for the purposes of determining ongoing entitlement and RTW planning. In that regard, a medical certificate is required for absences equivalent to one full shift cycle, with subsequent medical updates to be provided monthly thereafter;
- (v) Participate and cooperate with any reasonable RTW planning that is consistent with the medical limitations and restrictions;
- (vi) Not be engaged in any work without prior approval by the Employer; and
- (vii) Have exhausted their Sick Leave hours and Sick Leave credits outlined in 10.5(1).

The Employer shall pay the full cost of this benefit.

c. Benefit Entitlement

- i. On each absence due to illness or injury, eligible employees will be entitled to a benefit equivalent to 85% of their regular hours at their regular hourly pay rate, payable until the end of the 119 day Long Term Disability qualification period.
- ii. Part-time employees will receive a STIIP benefit pro-rated based on weekly hours of work.
- iii. Employees may elect, once annually, to top up their STIIP benefit to 100% of their regular daily earnings using the value of hours available in descending order:
  - (1) Overtime leave bank;
  - (2) Accumulated Time Off (ATO);
  - (3) Public holiday bank;
  - (4) Earned vacation entitlement.

d. Application Process

- i. Employees absent from work due to a non-occupational illness or injury are expected to contact their supervisor at the earliest possible opportunity on the first day of absence to advise how long they expect to be absent from work.
- ii. Payment of STIIP benefits commences after an employee has exhausted their Sick Leave hours or Sick Leave credits outlined in 10.5(1).

- iii. Medical certification may be required after one full missed shift cycle. Medical certification may also be required in circumstances where there is excessive absenteeism.
- iv. During the period an employee is in receipt of STIIP, the Employer will provide reasonable RTW options, subject to operational needs as well as the limitations and restrictions identified in current medical information.
- v. In the event the employee's STIIP claim is deemed ineligible for benefits in accordance with the criteria set out in 10.5 (2) (b) above, STIIP benefits will cease unless additional information is provided to support the claim. STIIP benefits paid to the date the claim is suspended will not be recovered by the Employer.
- vi. If an employee's absence is due to an accident at work, the employee must notify their supervisor immediately. The supervisor, in coordination with People and Culture, will initiate the claim process with WorkSafe BC.

e. Recurring Disabilities

- i. Employees who return to work after being absent due to illness or injury and within 20 consecutive scheduled work days again become unable to work due to the same illness or injury are considered to be within the same STIIP claim.
- ii. Employees who return to work after being absent due to illness or injury and within 20 consecutive scheduled work days again become unable to work due to a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to STIIP benefits.
- iii. If there is a recurrence of the same or a related illness or injury within 21 calendar days of the employee's return to work with no limitations and restrictions, the sick leave may be deemed continuous for the purposes of meeting the LTD waiting period.

f. Return to Work (RTW) Process

- i. Employees who are unable to perform the duties of their own position due to illness or injury may be able to perform modified duties either in their own occupation or in an alternate occupation with the Employer. The Employer will make every effort to assist employees to develop safe and timely RTW plans based on medical recommendations from the employee's treating medical practitioner. Options may include:
  - 1) gradual RTW by adjustment of work hours;
  - 2) modified duties and/or tasks; and/or
  - 3) transitional work, or temporary assignment to another occupation.

An employee must participate in any reasonable RTW plan that is consistent with the medically identified limitations and restrictions. Failure to do so may result in the termination of STIIP benefits.

- ii. Employees participating in a RTW plan will be paid their regular rate of pay for the hours worked, and will receive STIIP benefits for the portion of the day or week not at work, provided the employee remains eligible in accordance with the requirements of this Plan.
- iii. If an employee participates in an RTW plan in an alternate occupation that is at a lower rate of pay, the employee will earn their regular rate of pay for all hours worked in the alternate occupation. The employee will receive STIIP benefits for the balance of regular hours not worked.
- iv. Where the employee is medically determined to be permanently unable to return to work to their regular position and is only able to perform the duties of an alternate position that is at a lower rate of pay, the employee may be accommodated in the alternate position. An employee accommodated into a position with a lower pay grade shall have their salary red-circled once they are at the top step of their original paygrade.

g. STIIP Benefit Reduction

STIIP benefits are intended as an income replacement when the employee is unable to work due to illness or injury. STIIP and other disability benefits to which an employee may be entitled while disabled should not exceed the pre-injury or pre-illness income. As such, income from the following group disability sources will be deducted from STIIP benefits:

- (i) for the same or subsequent period of illness or injury covered by Employment Insurance, Canada Pension Plan or the Quebec Pension Plan; or
- (ii) disability benefits from any other source for the same or subsequent period of illness or injury.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

h. STIIP Exclusions and Limitations

- i. STIIP benefits are not paid when:
  - 1) the illness or injury is covered by an accepted WorkSafeBC claim;
  - 2) the employee leaves the geographic area of their place of work unless a medical certificate has been furnished recommending otherwise or the Employer agrees otherwise;
  - 3) the illness or injury occurred while the employee is not eligible for benefits, except where required by law;
  - 4) after the employee has served the 119 day Long Term Disability (LTD) qualification period;
  - 5) the employee is in receipt of benefits related to a Return to Work provision of a group long-term disability (LTD) plan, provided the reinstatement period does not exceed six months;
  - 6) the illness or injury occurs during an approved unpaid leave of absence.
- (ii) STIIP benefits are not paid for illnesses or injuries resulting from:

- 1) service in the armed forces, war, participation in a riot or disorderly conduct;
- 2) participation in a criminal offence.

i. Termination of STIIP

STIIP coverage ceases on:

- (i) the date the employee resigns;
- (ii) the date the employee's employment is terminated;
- (iii) the date the employee retires; or
- (iv) the date the employee dies.

j. Disputes

Any dispute or disagreement between the Parties as it relates to any provision in Article 10.5(2), or an Employee's rights pursuant to Article 10.5(2), may be grieved pursuant to Article 13 of this Agreement.

k. Reimbursement

If the employee has received STIIP or LTD benefits for an injury pursuant to the Employer's STIIP and the employee subsequently claims damages from a third party for damages related to that injury, including but not limited to WorkSafeBC, the employee must reimburse the Employer from any payment from that third party to the employee which is attributable to wage loss/benefits for the same time period during which the employee received STIIP benefits. In such circumstances where the employee makes a claim, the employee agrees to execute and return the reimbursement acknowledgment and agreement in the form as agreed to by the parties.

l. Additional Plan Provisions

Coverage for STIIP benefits will continue in accordance with provincial employment standards with respect to legislated leaves of absence.

(4) 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 years following a qualification period of 17 weeks.

After two 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 60% of the current regular monthly salary, the employee shall continue to be disabled until circumstances change. The reference to any occupation or employment is not restricted to this Employer.

(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 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 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. Effective January 1, 2024, the benefit will be increased to 70%.

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 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 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 20 years' pensionable service under the Public Sector Pension Plans Act, age 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 Employer 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 Employer and the Union to agree upon an independent examination, the Employer 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. Effective January 1, 2024, the Employer will pay the full premium for the Long Term Disability Plan.
- (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 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 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 two years from the date of total disability.
- (i) Where it is medically determined, while an employee is on Sick Leave or in the two 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.

(5) Rehabilitation

Where an employee qualifies for Sick Leave or Long Term Disability, the employee, if approved by a medical doctor, may be required to enroll in a retraining or rehabilitation program for alternate employment either with the Employer 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 90% of regular pay.

(6) 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.

(7) 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.

(8) Recurrent Sick Leave

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

(9) Certification of Illness or Disability

The Employer may require an employee to provide medical certification at the Employer'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 a duly qualified medical practitioner licensed to practice in the Province of British Columbia, which may include the Medical Consultants of the Employer. Failure to provide proper medical certification may result in the denial of Short Term Illness and Injury Plan or Long Term Disability benefits.

(10) Return to Work

Where the Employer 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. An employee accommodated into a position with a lower pay grade shall have their salary red-circled once they are at the top step of their original pay grade.

(11) EI Rebate

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

(12) Sick Leave Reimbursement

An employee who has received Sick Leave benefits or Long Term Disability benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on Sick Leave or on Long Term Disability benefits. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits, including interest on wages lost. This provision includes claims made to ICBC.

In making a claim, the employee or employee's representative shall request the presiding adjudicator, judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-court settlement a separate amount attributable to the recovery of the cost of wages, benefits, and interest will also be specified.

Upon reimbursement of the wages and/or benefits, the Employer 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 Employer for wage loss and/or benefits. This provision includes actions or claims made to ICBC.



**(13) Workers' Compensation**

- (a) A Regular Full-Time Employee who has completed six 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 Employer and the Employer 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 Employer.
- (c) Employees receiving Workers' Compensation allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall be paid wage loss directly by WCB.
- (d) Where an employee is absent on WorkSafeBC in excess of one year, the employee's annual vacation pay shall be prorated by the period of absence that exceeds one year and the employee shall not accrue vacation for the period of absence that exceeds one 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.

**10.6 Employee Assistance Program**

The Employer agrees to pay 100% of the cost of an Employee Assistance Program to a maximum of \$12,000.00 per year for all employees (including Auxiliary Employees). It is understood either the Employer or the Union can refer an employee to the Program.

**10.7 Critical Incident Stress (CIS) Program**

- (a) The Employer 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.

**10.8 Employees' Savings Plan**

The Employer contributes one and one-half percent of regular earnings and the employee is deducted the same amount under the Employees' Savings Plan. Effective January 1, 2024, the Employee's Savings Plan will be eliminated.

## 10.9 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.

## 10.10 Resignations and Re-Employment

### (a) Resignation and Re-employment

An employee who has voluntarily resigned and is re-employed within one 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 Employer is rehired within one 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 Employer in, or related to, the particular position for which application is made will also be considered.

## 10.11 Public Sector Pension Plans Act

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

## 10.12 Benefit Premiums on Unpaid Medical Leaves

Employees on unpaid medical leave will have their benefits continued by the Employer during the 119 day Long Term Disability qualification period, provided they have agreed to reimburse the Employer for the full cost of the associated premiums.

## 11. WORKING CONDITIONS

### 11.1 Hours of Work

#### 11.1.1 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.

11.1.2 Emergency Communication Operators, 9-1-1 Operators, Central Dispatchers, Non-Emergency Call Takers and Report Agents

- (a) Without limiting the Employer's ability to introduce new shift schedules as per Clause 11.1.5 or alter the current ones as per Clause 11.1.2(b) and (c), the following standard shift schedules are currently in existence at E-Comm:

Standard Shift Schedules	four on, four off (two days, two nights, four off)	four on, three off	five on, two 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)	nine hours (eight hours paid)
Unpaid meal break	one hour break	one hour break	one hour break
Paid rest breaks	two – 15 minute breaks	two – 15 minute breaks	two – 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 Employer will provide the Union with 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 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.

For the purpose of the transferring to another team, employees shall not be required to relocate from a Lower Mainland worksite to a Vancouver Island worksite or vice versa.

- (f) The Employer will provide employees the ability to submit their break scheduling preferences in advance of the breaks being scheduled by the Employer. The Employee will be able to decide what the length of their breaks will be within their break allocations. Employees will continue to be able to request to take their break at the beginning or end of their shift. Employees will be able to request changes to breaks, as needed.
- (g) Whereby 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 Employer resulting from employees switching a shift.
- (i) Employees shall be entitled to the following paid and unpaid breaks:

<b>Shift Length (hours)</b>	<b>Rest Breaks (paid)</b>	<b>Plus, Meal Breaks (unpaid)</b>
<b>More than 10 and up to 12</b>	Two – 15 minute breaks	one hour
<b>Eight or more and up to 10</b>	Two – 10 minute breaks	one hour (or half-hour by agreement between supervisor and employees)
<b>Six or more and less than eight</b>	One – 15 minute break	Half- hour (at employee's option)
<b>Five or more and less than six</b>	One – 15 minute break	None
<b>Four or more and less than five</b>	One – 10 minute break	None
<b>Less than four</b>	None	None

### 11.1.3 Voice Records

- (a) Unless otherwise required by the Employer, Regular Full-Time and Temporary Full-Time Employees will work a nine-day fortnight shift schedule as follows:
- Four consecutive day shifts Monday to Thursday with three days off followed by five consecutive day shifts followed by two days off. The hours of work will be nine point eighty-nine hours between 0700 and 1700, inclusive of two 10 minute rest periods and a one hour unpaid meal break.
- (b) The regular scheduled hours of work are 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 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".

#### 11.1.4 Administrative Positions

- (a) The regular hours of work for employees not working in positions described above shall be based on a 40 hour work week in which employees will work an eight hour work day exclusive of a one-half hour or a one hour unpaid meal break and two 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 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 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.

#### 11.1.5 Other Shift Schedules

- (a) Where there are operational or business reasons to create other full-time or part-time shift(s) on an ongoing basis, the Employer will provide the Union 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 Employer, 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 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 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 Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six months in duration, notice of such vacancy shall be posted for seven calendar days in such conspicuous places as may be designated by the Employer. The Employer 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. The Employer shall send a copy of the posting to the Union.

#### (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 continuous calendar months of employment, and all Auxiliary Employees who have completed 1,500 hours within two 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 months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way. Except for positions which arise, or subsequently arise, from the posting of a temporary vacancy for maternity/parental reasons, the Union shall be notified of all instances in which a temporary position is continued beyond six months.

#### (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 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 calendar days, such employee, on return, may apply for the position not later than three calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

#### (e) Union Notification

The Employer shall notify the Union when persons are hired for periods of three 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);
  - (v) anticipated length of any temporary assignment, if posted;
  - (vii) selection process; and
  - (viii) location
- (g) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

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 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 Employer 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 Employer 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 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 People and Culture 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 affect 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 six months from date of hire. The probationary period may be extended for a period of up to a further three months.
- (b) New Regular Part-time Employees who work a regular weekly schedule of less than 20 core hours, and new Auxiliary Employees, shall serve a probationary period equivalent to the number of hours served by a regular Full-time Employee (1004.5 core hours for Group 1 and 1044 core hours for Group 2).
- (c) Where a probationary employee is absent for 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.
- (d) The Employer, in writing, shall notify the employee, with a copy to the Union, prior to any 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.
- (e) 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.
- (f) 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 Employer.



- (g) 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.

#### 11.6 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to affect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly. Employees shall be laid off by reverse seniority.
- (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 Employer, 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 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 Employer, the Employer shall give to the Regular Full-Time Employees concerned not less than 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 12 months.
- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least 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 Employer. 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 Employer.

#### 11.7 Recall

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

- (a) Employees will be recalled in order of seniority;
- (b) The employees must be qualified to perform the work made available to them;
- (c) 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 Employer shall make every reasonable attempt to contact the employees via telephone and registered mail in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within 72 hours of the initial attempt of the Employer to contact them;
- (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
- (iii) an employee who does not respond within 72 hours of the initial attempt of the Employer 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 Employer for so doing, or in extenuating circumstances, within such extended period of time not exceeding 21 calendar days from the date of the initial attempt of the Employer to make contact as People and Culture 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 Employer to keep People and Culture informed of their respective current addresses and telephone numbers. The Employer 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 Employer'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 12 months.

#### 11.8 Job Evaluation

##### (a) Job Descriptions

The Employer 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 60 calendar days, the Union may resolve any dispute relating to classification by referring the matter to Step three 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 People and Culture 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 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.

#### 11.9 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety 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 People and Culture for implementation.

#### 11.10 Joint Labour/Management Committee

A Labour/Management Committee shall be established consisting of six representatives of the Union and six representatives of the Employer to meet bimonthly (except when cancelled by the agreement of the parties), 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 Employer 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 shall also meet within 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, inclusive of travel time if required.

The Employer will provide the Union with reports on service levels, funded positions, and vacancies in advance of the Committee's bimonthly meeting.

### 12. LEAVES OF ABSENCE

#### 12.1 Requests for Leave of Absence

Requests for leave of absence without pay for up to one year may be granted at the discretion of the People and Culture 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 month in any calendar year. The reduction for absence in excess of one month shall be one-twelfth of the vacation allowance for each excess month. For a portion of a month, the reduction for that month shall be prorated based on the start and/or end date of the leave.

## 12.3 Effect of Leave of Absence on Increment Dates

Leaves of absence of one-half 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 People and Culture 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 People and Culture 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), child, ward, foster child, sibling, 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 paid leave not to exceed one full shift cycle.
- (b) 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. 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.
- (c) Until December 31, 2023, upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) 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). Subject to operational requirements and to the permission of the Department Head, an employee receiving leave under this provision shall be permitted to utilize overtime leave, vacation, or other leave banks as leave for the remainder of the shift.

## 12.6 Family Illness Leave

Until December 31, 2023, 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 twenty-three point one (23.1) hours of sick leave with pay for Group 1 employees or twenty-four (24) hours of sick leave with pay for Group 2 employees, per calendar year for this purpose.

## 12.7 Special Leave

Effective January 1, 2024, after 90 days of continuous employment regular employees will be granted up to 40 hours of paid leave each calendar year should they be unable to attend work for any of the following reasons:

- (i) Attending a funeral as a pallbearer or mourner;
- (ii) Family Responsibility Leave, as defined in the Employment Standards Act, as of April 3, 2023;
- (iii) Attending a non-routine or specialist medical/dental appointment that could not be scheduled on days off; or
- (iv) Quarantine or public health order, public health emergency, or state of emergency.

## 12.8 Maternity and Parental Leave

### (a) Length of Leave

#### (1) Birth Parent

An employee who gives birth shall be entitled to up to 17 consecutive weeks of maternity leave and up to 61 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 weeks prior to commencement and must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay, except as provided in 12.8(f).

#### (2) Non-Birth Parent and Adoptive Parent

An employee who is a non-birth parent or adoptive parent shall be entitled to up to 62 consecutive weeks of parental leave without pay, except as provided in 12.8(f) (Supplementary Employment Insurance Benefits). The employee shall commence the leave within 78 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 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 consecutive weeks' leave without pay.

An employee shall be entitled to extend the parental leave by up to an additional five consecutive weeks' leave without pay where the child is at least six 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 78 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 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 weeks' notice prior to the date the employee intends to return to work.
- (4) An employee who wishes to return to work within six 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 People and Culture 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, LTD, 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) Maternity Supplementary Employment Insurance Benefits (MSEIB)

- (1) Birth parents who are regular employees and 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 MSEIB 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 MSEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and 95% of their regular salary for 15 weeks and any applicable Employment Insurance waiting period.
- (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 Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Parental Supplementary Employment Insurance Benefits (PSEIB)

- (1) Regular employees who are entitled to parental leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive PSEIB Plan payments.
- (2) The PSEIB Plan payment is based on the difference between the Employment Insurance standard parental benefit plus any other earnings received by an employee and 75% of their regular salary for 35 weeks.
- (3) If an employee elects to take a Parental Leave in excess of 35 weeks under the Employment Insurance extended parental benefits option, an equivalent PSEIB payment is calculated to ensure the Employer will not pay any additional entitlements to them beyond the amount outlined in Article 12.8(g)(2).
- (4) If an employee shares Parental Leave benefits with their spouse, an equivalent PSEIB payment is calculated to ensure the Employer does not pay any additional entitlements to any one Employee beyond the amount outlined in Article 12.8(g)(2).
- (5) 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.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(h) Supplementary Employment Insurance Benefits Plan Conditions

- (1) The receipt of Maternity and Parental Leave SEIB benefit payments (MSEIB and PSEIB) is contingent upon the Employee completing a signed acknowledgement that the benefit payments must be repaid if they do not return to work for an equivalent period of time, in hours, for which they received the payments.
- (2) If an Employee who received MSEIB and/or the PSEIB payments does not return to work for the Employer or returns for a period of service equivalent to less than one year (2009/2088 hours), they will be required to repay the MSEIB and/or the PSEIB Plan payments paid by the Employer. Such repayment will be pro-rated based on hours worked.
- (3) If the Employee experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.

12.9 Absence from Duty for Union Officials

- (a) 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 Employer, 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 Union representatives shall be eligible.
- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of People and Culture when it becomes necessary to transact internal business in connection with matters affecting members of the Union. Such permission shall not be unreasonably denied.
- (c) When the Employer initiates any meeting with official representatives of the Union they will be granted time off necessary to attend, and upon notification to the People and Culture department will suffer no loss of pay.

(d) Leave to Attend Union Functions

Upon application to, and upon receiving the permission from People and Culture in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the convention of CUPE, Local 8911, the national and British Columbia divisional conventions of the Canadian Union of Public Employees, the convention of the British Columbia Federation of Labour, and the convention of the Canadian Labour Congress. Such permission shall not be unreasonably denied.

(e) Special Union Leave for Full or Part-Time Union Duties

- (i) An employee who is elected as a full-time officer of the Union will be granted special union leave for a period of up to one year. For the purpose of pay increments, seniority, and pensionable time, such leave shall be counted a service.

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.



- (ii) In addition, employees who are members of the Union's Executive and up to three members of the Union's Bargaining Committee will be granted special union leave of 20% or more of regular full-time hours for a period of at least six months and up to one year. Such leaves may be renewed upon request of the Union.

For the purpose of pay increments, seniority, and pensionable time, such leave shall be counted as service.

In the event an employee requires time off, such union leave will be cancelled and replaced by the appropriate leave (e.g., vacation, sick leave, bereavement, etc.).

- (iii) The Employer will continue to pay employees their regular salary and provide benefits as specified in this Agreement. The Union will reimburse the Employer for all salary and benefit costs.
- (f) 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 without pay and shall not lose seniority in the service of the Employer while on such leave. 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 Employer. Where an employee is appointed to a permanent position outside of the Employer, the employee shall retain employment and seniority for a period not to exceed six months, after which the employee will be provided with a record of employment as their employment comes to an end.
  - (g) At the request of the employee, the Employer will continue to pay the employees' wages and/or benefits/pension contributions. The Union will reimburse the Employer such actual costs.

#### 12.10 Reservist's Leave

Employees shall be entitled to unpaid leave to perform reservist duties with the Canadian Armed Forces. The Employer shall make arrangements with the employee regarding benefits premiums prior to the beginning of the leave. Should an employee elect to terminate their benefit coverage for the duration of the leave, they shall be reinstated onto those plans immediately upon their return to work. 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.

#### 12.11 Leave for Public Office and Indigenous Governing Entities

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and Indigenous governing entities and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election, or election to Indigenous governing entities including, but not limited to First Nations Band Councils, Metis Chartered Community Governments, and other self-government arrangements which are formally negotiated in modern day arrangements between federal, provincial and First Nations governments, shall be granted unpaid leave of absence for a period up to 90 calendar days.

- (b) Employees elected to public office and Indigenous governing entities shall be granted unpaid leave of absence for a period of up to five years.

12.12 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 10.5 Sick Leave Plan depending on the employee's request and approval by the Employer. The Union, the Employer and the employee will work together to tailor the transition plan to the employee's particular needs.

12.13 Domestic or Sexual Violence Leave

An employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee's dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to five days of leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period. The Employee or the Union on the Employee's behalf, may request additional leave as provided elsewhere in this collective agreement including Article 12.1. Such request shall not be unreasonable denied.

The parties agree that if additional paid domestic or sexual violence leave is legislated into the Employment Standards Act in excess of what is provided under this article, the Employer will honor the amount of paid leave provided in the Employment Standards Act.

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 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 10 business days of Step 1, the aggrieved employee(s) together with the Shop Steward or other Union representative may, within 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 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 People and Culture or designate, in writing, within 10 business days of the Department Head's decision being received by the Union representative. The People and Culture or designate shall render a decision in writing within 15 business days of the Step 3 meeting.

(d) Arbitration

If not settled in Step 3 above, within 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 person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three person Board of Arbitration which shall consist of one person appointed by each party and a chairperson to be selected by the two so appointed.

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

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

All employees have the right to speak with a union representative prior to, and have a union representative present at, any meeting where discipline is issued or is reasonably foreseeable. Employees shall be advised in advance of the meeting of their right to speak with a union representative. If the employee does not choose to have a union representative present, this shall not constitute a basis for challenging any discipline imposed.

#### 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 Employer 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 Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer 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 Employer will not proceed with the technological change for such period, not exceeding 90 calendar days, as the arbitration board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least 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. DISCRIMINATION

The Employer and the Union agree that any form of discrimination under the prohibited grounds of the *B.C. Human Rights Code* shall not be tolerated in the workplace.

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 People and Culture 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 People and Culture 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, People and Culture shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer 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 People and Culture or designate, and People and Culture to discuss the matter.

C. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one year unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided 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 Employer 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 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 Employer 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 four 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 Employer 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 Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

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

Employer's share =  $17.5 \text{ (schedule hours)} / 35 \text{ (regular full-time hours)} \times 60\%$   
 (Employer's portion of premium) = 30% 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 one and one-half percent of the reduced earnings. Effective January 1, 2024, the Employee's Savings Plan will be eliminated.

(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 Employer 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 Employer).

(b) Seniority List

The Employer 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 or more employees commenced work on the same day, employees will be placed on the seniority list utilizing a random selection process.

The Employer will provide an up-to-date seniority list in January, April, July, and October 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 Employer shall provide each employee a copy of the current Collective Agreement. The cost of providing the Collective Agreements shall be shared equally between the Employer and Union.

### 19.2 Bulletin Boards

The Employer 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.

### 19.3 People and Culture 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 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 Union. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure.
- (c) The Employer 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) An employee, or the Union/employee's designate with the written authority of the employee, shall be entitled to view their personnel file upon request. Requests for digital or paper copies of individual records shall not be unreasonably denied. Access to the files shall be provided no later than seven days after the request is received.
- (e) The employee shall have the right to respond in writing to any document contained therein, within 60 days of becoming aware of the existence of the document. Such replies shall become part of the employee's personnel file.
- (g) The Union shall be notified monthly of changes in status (LTD, Medical EI, WCB, Retirement, Resignation) for all employees.

### 19.4 Ancillary Files

- (a) All employees or the employee's designate with the written authority of the employee, shall have open access to any ancillary files that contain information related to their employment.
- (b) Upon the request of an employee, the Employer shall correct any errors and omissions in an employee's ancillary file as soon as reasonably possible after being notified. It is understood that ancillary files and management notes do not form a part of an employee's People and Culture records.

## 20. TRANSITION OF EMPLOYEES

### 20.1 Definition of "Transition"

- (a) Where an employee transfers from one external agency to the Employer as part of a transfer of the entire dispatch/communications function, 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 Employer and the employee has received and accepted an offer of employment from the Employer prior to the required date of notification.
- (b) Those employees working in positions equivalent to Emergency Communication Operator I, II, or III as found in Schedule "A" of this Collective Agreement may transition to the Employer.

### 20.2 Wages and Benefits

- (a) Regular Full-Time Employees that transition to the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer will bring with them their seniority date from their previous Employer and will be integrated into the seniority list at the Employer.
- (f) Auxiliary Employees transitioning to the Employer who have acquired bidding rights with the external Employer transferring their dispatch function shall maintain those bidding rights at the Employer.
- (g) Any new employees transitioning into the Employer 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

- 21.1 The Employer and the Union agree to cooperate to create temporary employment opportunities including Post-Secondary Co-Op programs, student work placement programs and holiday student work opportunities.

21.2 The Employer and the Union agree that the Employer may have up to 40 students working under this provision of the Collective Agreement at any one time, unless increased by mutual agreement.

21.3 Employees covered by this Article shall be considered to be Auxiliary and therefore the provisions and benefits outlined in Part 2 of Schedule B of the Collective Agreement will apply.

22. MEDICAL SEVERANCE

22.1 Upon leaving the Employer’s service, the Employer will provide one week’s severance pay for each year of active service to Regular Full-Time Employees who are not eligible to retire and who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or WorkSafe BC benefits.

23. 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 BRITISH COLUMBIA )  
 INCORPORATED: )

“Doug Campbell” )  
 Chair of the Board )

“Oliver Grüter-Andrew” )  
 Chief Executive Officer )

SIGNED on behalf of the CANADIAN UNION OF PUBLIC )  
 EMPLOYEES, LOCAL 8911: )

“Donald Grant” )  
 President )

“Caroline Cyr” )  
 Secretary-Treasurer )

SCHEDULE "A"

<b>Class Title</b>	<b>Pay Grade</b>	<b>Notes</b>
9-1-1 Operator	16	
Accountant	21	
Accounting Clerk	18	
Application Specialist	24	
Building Engineer	20	
Building Maintenance Worker	16	
Business Project Analyst 1	26	
Business Project Analyst 2	29	
Central Dispatcher	24	
Communications Specialist	23	
CPIC Operator	20	
Database Administrator 1	25	
Database Administrator 2	29	
Emergency Communications Operator 1	20	
Emergency Communications Operator 2	22	
Enterprise Systems Technologist 1	25	
Enterprise Systems Technologist 2	28	
Finance Administration Clerk	15	
Financial Specialist	24	
GIS Technologist 1	25	
GIS Technologist 2	28	
Instructional Designer	25	
Intraday Coordinator	21	
Inventory Stock Clerk	15	
IT Asset Analyst	25	
Mobile Applications Technologist	29	
Non-Emergency Call Taker	18	
Payroll Administration Clerk	15	
Payroll and Benefits Coordinator	18	
Payroll Specialist	22	
Peer Coach	22	
Process and Systems Analyst	29	
Process Coordinator	18	

SCHEDULE "A" (cont'd)

Page 2

Footnotes (cont'd)

Purchaser	19
Report Agent	18
Senior Accountant	29
Senior Payroll Accountant	25
Senior Procurement Specialist	23
Senior Workforce Analyst	29
Service Desk Technician 1	18
Service Desk Technician 2	21
Storage Analyst	29
Team Lead – Reports/Call Taking	22
Training Specialist	24
Voice Records Clerk	18
Voice Systems Technologist 1	25
Voice Systems Technologist 2	28
Workforce Scheduling Coordinator	20

Eligibility for Increments

Eligibility for advancement Step 1 to Step 2 is six months and thereafter 12 months, or the hourly equivalent.

The date the employee begins to be paid at Step 2 will be the date from which future increment dates for the employee will be determined, if an annual increment is applicable, otherwise an hourly equivalent to one year will apply.

FIRST AID PREMIUMS FOR DESIGNATED HOLDERS OF OCCUPATIONAL FIRST AID (OFA) CERTIFICATES

1. Employees who work at locations where OFA Level 1 coverage is required are encouraged to volunteer to obtain this certification and provide coverage as necessary. Selected employees shall be reimbursed course fees, including examination fees, and the cost of materials for both the initial certification and subsequent renewals. Employees will be paid to attend the course and examinations.
2. Employees who are required by the Employer to perform OFA Level II or Level III 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 Employer as follows:

SCHEDULE "A" (cont'd)

Page 3

Footnotes (cont'd)

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$100.00 per month	\$0.65 per hour
OFA Level III	\$115.00 per month	\$0.75 per hour

- The Employer will pay any course fees including examination fees and the cost of materials for both the initial certification and subsequent renewals for the OFA Level II and III and any other required first aid course for employees who are required to have such certifications. Employees will be paid to attend the required course of studies and examinations.

RATES OF PAYSALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT

between

E-COMM EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911Effective 2023 January 01 – 2025 December 31

Key: A = 2023 January 01           4.25%  
 B = 2024 January 01           3.75%  
 C = 2025 January 01           3.5%

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	January 1, 2023	22.51	23.38	24.31	25.26	26.29
9	January 1, 2024	23.35	24.26	25.22	26.21	27.28
9	January 1, 2025	24.17	25.11	26.10	27.13	28.23
10	January 1, 2023	23.38	24.31	25.26	26.29	27.33
10	January 1, 2024	24.26	25.22	26.21	27.28	28.35
10	January 1, 2025	25.11	26.10	27.13	28.23	29.34
11	January 1, 2023	24.31	25.26	26.29	27.33	28.43
11	January 1, 2024	25.22	26.21	27.28	28.35	29.50
11	January 1, 2025	26.10	27.13	28.23	29.34	30.53
12	January 1, 2023	25.26	26.29	27.33	28.43	29.61
12	January 1, 2024	26.21	27.28	28.35	29.50	30.72
12	January 1, 2025	27.13	28.23	29.34	30.53	31.80
13	January 1, 2023	26.29	27.33	28.43	29.61	30.80
13	January 1, 2024	27.28	28.35	29.50	30.72	31.96
13	January 1, 2025	28.23	29.34	30.53	31.80	33.08
14	January 1, 2023	27.33	28.43	29.61	30.80	32.03
14	January 1, 2024	28.35	29.50	30.72	31.96	33.23
14	January 1, 2025	29.34	30.53	31.80	33.08	34.39

SCHEDULE "A" (cont'd)

15	January 1, 2023	28.43	29.61	30.80	32.03	33.39
15	January 1, 2024	29.50	30.72	31.96	33.23	34.64
15	January 1, 2025	30.53	31.80	33.08	34.39	35.85
15*	January 1, 2023	29.26				
16	January 1, 2023	29.61	30.80	32.03	33.39	34.77
16	January 1, 2024	30.72	31.96	33.23	34.64	36.07
16	January 1, 2025	31.80	33.08	34.39	35.85	37.33
17	January 1, 2023	30.80	32.03	33.39	34.77	36.22
17	January 1, 2024	31.96	33.23	34.64	36.07	37.58
17	January 1, 2025	33.08	34.39	35.85	37.33	38.90
17*	January 1, 2023	31.70	32.96	34.37	35.79	37.29
18	January 1, 2023	32.03	33.39	34.77	36.22	37.74
18	January 1, 2024	33.23	34.64	36.07	37.58	39.16
18	January 1, 2025	34.39	35.85	37.33	38.90	40.53
19	January 1, 2023	33.39	34.77	36.22	37.74	39.28
19	January 1, 2024	34.64	36.07	37.58	39.16	40.75
19	January 1, 2025	35.85	37.33	38.90	40.53	42.18
20	January 1, 2023	34.77	36.22	37.74	39.28	40.94
20	January 1, 2024	36.07	37.58	39.16	40.75	42.48
20	January 1, 2025	37.33	38.90	40.53	42.18	43.97
21	January 1, 2023	36.22	37.74	39.28	40.94	42.65
21	January 1, 2024	37.58	39.16	40.75	42.48	44.25
21	January 1, 2025	38.90	40.53	42.18	43.97	45.80
22	January 1, 2023	37.74	39.28	40.94	42.65	44.40
22	January 1, 2024	39.16	40.75	42.48	44.25	46.07
22	January 1, 2025	40.53	42.18	43.97	45.80	47.68



SCHEDULE "A" (cont'd)

23	January 1, 2023	39.28	40.94	42.65	44.40	46.34
23	January 1, 2024	40.75	42.48	44.25	46.07	48.08
23	January 1, 2025	42.18	43.97	45.80	47.68	49.76
24	January 1, 2023	40.94	42.65	44.40	46.34	48.31
24	January 1, 2024	42.48	44.25	46.07	48.08	50.12
24	January 1, 2025	43.97	45.80	47.68	49.76	51.87
25	January 1, 2023	42.65	44.40	46.34	48.31	50.30
25	January 1, 2024	44.25	46.07	48.08	50.12	52.19
25	January 1, 2025	45.80	47.68	49.76	51.87	54.02
26	January 1, 2023	44.40	46.34	48.31	50.30	52.49
26	January 1, 2024	46.07	48.08	50.12	52.19	54.46
26	January 1, 2025	47.68	49.76	51.87	54.02	56.37
27	January 1, 2023	46.34	48.31	50.30	52.49	54.74
27	January 1, 2024	48.08	50.12	52.19	54.46	56.79
27	January 1, 2025	49.76	51.87	54.02	56.37	58.78
28	January 1, 2023	48.31	50.30	52.49	54.74	57.11
28	January 1, 2024	50.12	52.19	54.46	56.79	59.25
28	January 1, 2025	51.87	54.02	56.37	58.78	61.32
29	January 1, 2023	50.30	52.49	54.74	57.11	59.51
29	January 1, 2024	52.19	54.46	56.79	59.25	61.74
29	January 1, 2025	54.02	56.37	58.78	61.32	63.90
30	January 1, 2023	52.49	54.74	57.11	59.51	62.12
30	January 1, 2024	54.46	56.79	59.25	61.74	64.45
30	January 1, 2025	56.37	58.78	61.32	63.90	66.71
31	January 1, 2023	54.74	57.11	59.51	62.12	64.76
31	January 1, 2024	56.79	59.25	61.74	64.45	67.19
31	January 1, 2025	58.78	61.32	63.90	66.71	69.54
32	January 1, 2023	57.11	59.51	62.12	64.76	67.60
32	January 1, 2024	59.25	61.74	64.45	67.19	70.14
32	January 1, 2025	61.32	63.90	66.71	69.54	72.59

SCHEDULE "A" (cont'd)

33	January 1, 2023	59.51	62.12	64.76	67.60	70.48
33	January 1, 2024	61.74	64.45	67.19	70.14	73.12
33	January 1, 2025	63.90	66.71	69.54	72.59	75.68

SCHEDULE "B"

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

PART A

The terms and conditions of the Collective Agreement shall apply to Regular Part-Time Employees who work a regular schedule of core hours each week equal to or greater than 20 hours except as modified below:

Definitions

For the purposes of Regular Part-Time Employees:

"Group 1" means those employees who work a four on four off schedule (i.e. based on an eight day cycle).

"Group 2" means all other employees working any other shift pattern, (i.e. based on a seven day cycle).

"Weekly Hours" means, for Group 1 employees, the number of hours worked on average over a 56 calendar day period due to the rotating schedules.

1. REGULAR DAILY AND WEEKLY HOURS (Reference Clause 11.1)

- (a) For Group 1 employees maximum regular daily and weekly hours shall be deemed to be up to 11 hours daily, and 38.5 hours weekly.
- (b) For Group 2 employees, maximum regular daily hours and weekly hours shall be deemed to be up to eight hours or 11 hours daily, depending on the nature of the position, and 40 hours weekly. Regardless of the position, the minimum daily hours to be worked before overtime could be triggered is eight hours.
- (c) It is understood that regular part-time employees will not be required to work any regular hours outside their regularly scheduled hours/days. Any hours outside their regularly scheduled hours, with the exception of overtime hours, shall be voluntary and treated as per Schedule "B", PART A, #3, Extra Hours Worked.
- (d) All pro-rating will be calculated on the same proportionate basis as the Regular Part-Time employee's annual schedule of regular core hours bears to the full-time annual hours for Group 1 employees, 2,009, or Group 2 employees, 2,088, whichever is applicable.

2. OVERTIME (Reference Clause 8)

Regular Part-Time 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 hours worked in excess of the regular daily hours in a shift.

- (b) Double time for hours worked beyond two 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 as per paragraph 1(a) & (b) of Part A.
- (d) Double the regular rate of pay for all overtime worked at any other time than at the times set forth in items 2(a) or (b).
- (e) 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 rates of pay in effect at the time such overtime was worked. Compensating time off may be accumulated and banked to a maximum of two times 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 Employer for any reason (whichever event occurs first), the employee shall receive pay 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.

Clauses 8.1 and 8.2 are not applicable.

3. EXTRA HOURS WORKED

Any hours worked in excess of the employee's regularly scheduled core daily or weekly hours will be considered Auxiliary hours in accordance with Part B of Schedule "B". The employee will receive a payment of 10% for those hours in lieu of vacation and public holiday pay and these additional hours will not count towards an employee's core hours. The additional hours will count towards an employee's maximum regular hours for the purposes of calculating overtime. Extra hours, with the exception of overtime hours, will be voluntary.

4. PAY INCREMENTS (Reference Clause 6.4)

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the annual hours of 2,009 hours for Group 1 and 2,088 hours for Group 2. All regular hours worked (Regular Part-Time or Auxiliary) will be counted towards increments.

5. PROBATIONARY PERIOD

New Regular Part-Time Employees are subject to the probation provisions as outlined in Clause 11.5 of the Collective Agreement except that the probationary period will be equivalent to the number of hours served by a Regular Full-Time Employees (1,004.5 core hours for Group 1 and 1,044 core hours for Group 2.)

6. MEAL BREAKS

Regular Part-time 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.

7. VACATION

Clauses 9.1 (Vacations) and 9.2 (Supplementary Vacation), will apply on a pro-rated basis for Regular Part-Time Employees based on their regularly scheduled core weekly hours.

8. PUBLIC HOLIDAYS

Clause 9.6 will apply to eligible Regular Part-Time Employees with any payments being made on a pro-rated basis. Where a public holiday falls on one of an employee's scheduled work days and the Regular Part-Time Employee is not required to work public holidays, the employee will receive pro-rated pay for the day based on their schedule of core hours.

9. BENEFITS

Eligible employees shall receive:

- (a) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay its contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
- (b) Sick leave and Long Term Disability coverage in accordance with Clause 10.5 on a prorated basis (including a proration of the maximum sick leave accumulation);
- (c) WCB coverage on an approximate net pay basis after completion of six calendar months of employment; and
- (d) Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for coverage under Part A of Schedule "B", benefit coverage will cease at the end of the month in which the hours are reduced. The employee shall be covered by the terms and conditions set out in Part B of Schedule "B" effective the first of the month following the month in which the employee's core hours are reduced.

10. COMPASSIONATE LEAVE, COURT/JURY DUTY LEAVE

Upon the completion of six 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.

11. SENIORITY (Reference Clause 18)

Regular Part-Time Employees accumulate seniority based only on their regularly scheduled core hours. Any additional hours worked as an Auxiliary will be treated as Auxiliary hours under Part B of Schedule "B" and will not accrue towards Regular Part-Time seniority. The employee shall be entitled to use accumulated seniority for all applicable purposes including layoff, bumping and recall. Length of service will continue to reflect all regular hours worked.

PART B

The terms and conditions of the Collective Agreement, and Part B of Schedule "B" shall apply to Auxiliary Employees, save and except for the following provisions of the Collective Agreement:

Clause 7	Pay for Acting Senior Capacity
Clause 8	Overtime, Callout
Clause 9	Vacations & Public Holidays
Clause 10	Employee Benefits (except 10.6 and 10.7)
Clause 11.1	Hours of Work
Clause 11.6	Layoffs & Bumping
Clause 11.7	Recall
Clause 12	Leaves of Absence (except Clause 12.8)
Clause 18	Seniority

and Schedules "C" and "E".

In addition to the applicable terms and conditions referred to in Part B above, the following special provisions apply to Auxiliary Employees.

1. REGULAR DAILY AND WEEKLY HOURS

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

2. OVERTIME

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 hours worked in excess of the regular daily hours in a shift.
- (b) Double time for hours worked beyond two hours in excess of the regular daily hours in a shift.
- (c) Overtime for Auxiliary Employees with an assigned shift schedule as described in Clauses 11.1.2, 11.1.3 and 11.1.4 shall be those hours worked in excess of the regular daily or bi-weekly hours for the shift schedule. When an Auxiliary Employee works a variety of shift lengths during the pay period overtime shall be those hours worked in excess of the regular daily hours or in excess of the bi-weekly hours of the Group they were assigned (i.e. Group 1 or Group 2). Public Holidays worked will be included as regular hours.

3. MEAL BREAKS

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.

4. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

- (a) Auxiliary Employees shall be paid an amount equal to 16% 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.
- (b) Any hours worked in excess of the employee's regularly scheduled core weekly hours will be considered Auxiliary hours and the employee will continue to receive their percentage in lieu of benefits payment and these additional hours will not count towards an employee's core hours.

5. PUBLIC HOLIDAYS

Auxiliary Employees who work on a public holiday shall be paid one and one-half times 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.

6. PAY INCREMENTS

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Auxiliary Employees 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 year shall have their accumulated hours and placement on the increment scale reinstated upon re-employment.

8. LEAVE FOR VACATION

An Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

9. SENIORITY

Seniority for Auxiliary Employees is defined as the total number of hours worked by the employee up to the equivalent annual full-time hours per year. A regular employee who, at the discretion of the Employer, transfers to auxiliary status or who voluntarily resigns their employment and is rehired by the Employer as an Auxiliary employee within 30 calendar days shall retain their accrued seniority. The Employer will maintain a seniority list updated monthly showing the employee's name and seniority based on the above-noted calculation of hours worked.

For the purpose of retroactive seniority calculations for Auxiliary employees who worked prior to January 1, 2018, the Employer will calculate total hours worked from January 1, 2018 to December 31, 2022 and determine an average of hours worked per year, then apply that number of hours to the employee's seniority for each year or part-year worked prior to January 1, 2018. These hours will be added to the hours worked since December 31, 2022.

10. CONTINUOUS EMPLOYMENT

A regular employee who, at the discretion of the Employer, transfers to auxiliary status, or who voluntarily resigns their employment and is rehired by the Employer as an Auxiliary employee within 30 calendar days shall be deemed to be continuously employed by the Employer.

An auxiliary employee who, at the discretion of the Employer, transfers to a Regular Full-Time or Part-Time position will have previous continuous service included in calculating all relevant provisions of the Collective Agreement.



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, five days on two 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 five 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  $13 \times$  daily working hours as per a five day week; e.g.  $13 \times 7.7 = 100.1$ , or  $13 \times 8 = 104$ .
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 five 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. 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 five 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 five day week schedule.

For example, an employee who works 4–10-hour shifts with three days off and is not required to work public holidays, will receive eight 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 two hours from another bank such as OTL or vacation.

6. 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 consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work between each week. Where an employee is required to work within the eight or 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 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 consecutive hours without an eating period. Regular Part-Time and Auxiliary Employees shall not work more than five 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 <sup>st</sup> year (pro-rated) up to 7 <sup>th</sup> year	115.5	120
		8 <sup>th</sup> to 12 <sup>th</sup> year	154	160
		13 <sup>th</sup> to 19 <sup>th</sup> year	192.5	200
		20 <sup>th</sup> to 29 <sup>th</sup> year	231	240
		30 <sup>th</sup> year onwards	238.7	248
9.6	Public Holiday Bank		100.1	104
10.5(1)	Monthly Sick Leave		12.83	13.33
12.5	Bereavement	12.5(a) – one full shift cycle	44	40
12.5(c)	Funeral	½ shift	5.5	Dependent on shift length
12.6	Family		23.1	24

**Effective January 1, 2024**

Clause	Type of Leave	Agreement Provisions	Entitlement in Hours	
			Group 1 Employees	Groups 2 Employees
9.1	Vacation	1 <sup>st</sup> year (pro-rated) to 4 <sup>th</sup> year	115.5	120
		5 <sup>th</sup> to 12 <sup>th</sup> year	154	160
		13 <sup>th</sup> to 19 <sup>th</sup> year	192.5	200
		20 <sup>th</sup> to 29 <sup>th</sup> year	231	240
		30 <sup>th</sup> year onwards	238.7	248
9.6	Public Holiday Bank		100.1	104
12.5	Bereavement	12.5(a) – one full shift cycle	44	40
12.7	Special Leave		40	40

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 Employer shall provide the Union with a minimum of 60 calendar days' notice of any change of carrier providing Group Life coverage. The Employer 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 Employer and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

2. 2016-2018 Negotiations

It is understood that the intent of the parties in making amendments to Schedule "B" during the 2016 round of bargaining is to enhance the provisions applicable to Regular Part-Time Employees in an effort to improve recruitment into these positions. However, the Employer does not intend to create a Regular Part-Time workforce in place of a Regular Full-Time workforce.

LETTER OF UNDERSTANDING

between the

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

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911  
(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 10<sup>th</sup> day of February, 2005.

ON BEHALF OF THE CORPORATION:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"David Korbin"

\_\_\_\_\_  
"J. Strohmaier"

\_\_\_\_\_  
"K. Shymanski"

\_\_\_\_\_  
"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

LETTER OF UNDERSTANDING

between the

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

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911  
(hereinafter called "the Union")

RE: EARLY INTERVENTION & ABILITY MANAGEMENT PLAN

The parties will form a joint committee of two representatives of the Union and two representatives of the Employer to develop recommendations for the development of an early intervention, ability management, rehabilitation, and duty to accommodate program. The Employer shall provide paid time off or time in lieu for committee members to attend the meetings.

The committee's recommendations will be provided at least six months in advance of the expiry of the 2023-2025 collective agreement.

LETTER OF UNDERSTANDING

between the

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

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8911  
(hereinafter called "the Union")

Truth and Reconciliation Commission & National Inquiry into Missing and Murdered Indigenous Women  
and Girls (MMIWG) Call for Justice 9.2

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. Accordingly, the parties commit to working together to address the ongoing harms of colonialism and racism by:

- Committing to reconciliation at E-Comm 9-1-1 by supporting comprehensive changes that enable Indigenous-specific anti-racism, and cultural safety;
- Working together to actively identify, address and identify barriers in Collective Agreements; and
- Working to increase the representation of Indigenous individuals at E-Comm 9-1-1.

Specifically, the parties will meet regularly to discuss:

- Strategies and initiatives to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- How to leverage resource being developed or gathered by the Inclusion, Diversity, Equity, Accessibility (IDEA) employee resource group;
- The progress of the Employer's review of its policies, practices, and procedures to ensure they are culturally appropriate and reflect no bias or racism toward Indigenous Peoples, including victims and survivors of violence;
- Opportunities to develop partnerships with Indigenous Peoples, communities, and leadership, including women, Elders, youth, and 2SLGHTQQIA+ people from the respective territories and who are residents within E-Comm's service areas; and
- The development and delivery of training on topics that include intercultural competency, human rights, and anti-racism.