

2007 - 2011

**COLLECTIVE AGREEMENT**

between the

**CITY OF RICHMOND**

and the

**RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718**

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I N D E X

<u>CLAUSE</u>	<u>PAGE</u>
1. TERM OF AGREEMENT.....	1
2. UNION SECURITY.....	2
3. EMPLOYEE DEFINITIONS.....	2
4. REMUNERATION.....	3
4.1 Daily Guarantee.....	3
5. HOURS OF WORK AND WORK WEEK .....	4
6. SHIFT PREMIUMS.....	6
7. OVERTIME.....	6
7.1 Compensating Time Off.....	7
8. CALLOUT .....	8
9. STANDBY.....	9
10. MEAL BREAKS.....	9
11. FIRST AID PREMIUMS .....	10
12. VACATIONS.....	11
12.2 Vacation Pay .....	12
12.3 Supplementary Vacation.....	12
12.4 Deferred Vacations.....	13
12.5 Early Retirement .....	13
13. PUBLIC HOLIDAYS .....	14
14. EMPLOYEE BENEFITS.....	16
14.1 Medical Services Plan.....	16
14.2 Extended Health Benefits.....	16
14.3 Dental Plan .....	17
14.4 Group Life Insurance.....	17
14.5 Same Sex Benefit Coverage.....	18
14.6 Sick Leave.....	18
14.7 Gratuity Pay.....	19
14.8 Workers' Compensation.....	20
14.9 Superannuation.....	20
14.10 Employment Insurance.....	21
14.11 Separation Trust Fund.....	21
15. WORKING CONDITIONS.....	21
15.1 Probationary Period.....	21
15.2 Regular Seniority Pool .....	21
15.3 Filling Vacancies.....	22
15.4 Promotional Policy.....	22

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
15.5 Trial Period.....	23
15.6 Rights of Employees Promoted Out of the Bargaining Unit.....	23
15.7 Pay for Acting in a Senior Capacity.....	23
15.8 Layoff.....	24
15.9 Recall.....	24
15.10 Leave of Absence - Union Officials.....	25
15.11 Bereavement Leave.....	26
15.12 Family Leave.....	27
15.13 Jury Duty and Witness Fees.....	28
15.14 Maternity and Parental Leave.....	28
15.15 individual Rights Protection .....	31
16. PROTECTIVE CLOTHING.....	32
16.1 Lifeguard Clothing.....	32
17. GRIEVANCE PROCEDURE.....	32
17.1 Wrongful Dismissal.....	33
18. GENERAL.....	33
19. CAR ALLOWANCE .....	33
20. CLASSIFICATION AND EVALUATION OF POSITIONS.....	34
21. TECHNOLOGICAL CHANGE.....	34
22. INTERPRETATION.....	35
23. CHANGES AFFECTING THE AGREEMENT.....	35
24. LABOUR/MANAGEMENT COMMITTEE.....	35
25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	35
26. MISCELLANEOUS ITEMS.....	36

SCHEDULES

<u>SCHEDULE "A"</u>	Hourly Rates .....	37
	Pay Grades.....	38
	Classification Titles.....	42
<u>SCHEDULE "B"</u>	Temporary and Auxiliary Employees.....	47
<u>SCHEDULE "C"</u>	Compressed Work Week Formula.....	54
	<u>Appendix "A"</u> Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed work Weeks.....	55
<u>SCHEDULE "D"</u>	Supplementary Vacations.....	57
<u>SCHEDULE "E"</u>	Employment Standards Act Principles.....	59
LETTERS OF AGREEMENT .....		60

THIS AGREEMENT BETWEEN

**THE CITY OF RICHMOND**  
(hereinafter called the "Employer")

OF THE FIRST PART

AND: **RICHMOND CIVIC EMPLOYEES' UNION. LOCAL 718**  
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Employer is an employer within the meaning of the "Labour Relations Code" of British Columbia.

AND WHEREAS the Union is the sole bargaining authority for that group of employees known generally as "**Inside** Employees".

NOW THEREFORE this Agreement witnesseth that it is hereby agreed between the parties hereto **as** follows:

## **1. TERM OF AGREEMENT**

This Agreement shall be for a term of five **(5)** years with effect from 2007 January 01 to 2011 December 31, both dates inclusive. Should either party hereto at any time within four **(4)** months immediately preceding the date of **expiry** of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties **be** deemed to have given notice under Section **46** of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of **Part 5** of the Labour Relations Code; or
- (b) **The** Employer can lawfully lock out in accordance with the provisions of **Part 5** of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

**1.2** The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall **be** specifically excluded from, and shall not be applicable to this Agreement.

## 2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. 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.
- (b) It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues; such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Human Resources Department of the Employer will acquire the signature of new employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various Human Resources forms. **These** arrangements shall remain in effect for so long **as** the Union remains the recognized bargaining authority.

## 3. EMPLOYEE DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the Collective Agreement **as** normal for a particular class of positions, for an **indefinite** period of **time**.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis **as** set forth above, for a **definite** and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union **as soon as** possible in the event circumstances subsequently arise which have the effect of terminating **the** project earlier than had been expected and announced.

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are **less** than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee is any other employee.

#### 4. REMUNERATION

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of **this** Agreement. Any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage **an** employee in a class not provided for in Schedule "A", the salary to be paid shall be determined in accordance with the procedure set forth in the Job Evaluation Agreement.
- (b) Pay periods shall be every second Friday. in **the** event of a holiday falling on that day, the day previous to such holiday shall be **the** pay day. Employees shall be paid by direct deposit.
- (c) individual pay adjustments arising **from** periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period **the** first day of which is nearest the calendar date of the pay adjustment.
- (d) The hourly rates set forth in Schedule "A" shall be the basis for the application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{r} \text{hourly} \\ \text{rate} \end{array} \times \begin{array}{r} \text{biweekly} \\ \text{hours} \end{array} = \begin{array}{r} \text{biweekly rate} \\ \text{(taken to 2 decimal places)} \end{array}$$

$$\frac{\text{biweekly rate} \times 26.089}{12} = \begin{array}{r} \text{monthly rate} \\ \text{(taken to the nearest dollar)} \end{array}$$

##### 4.1 Daily Guarantee

- (a) Subject to **the** provisions of paragraph (c), an employee reporting for the employee's scheduled **shift** on **the** call of the Employer, shall receive **the** regular hourly rate of pay for the entire period spent at work, with a minimum of two hours' pay at the regular hourly rate.
- (b) Subject to **the** provisions of paragraph (c), **an** employee other **than** a school student on a school day **who** commences work on the employee's scheduled shift, shall receive the 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 their 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 **paragraphs (a) and (b)**.

## 5. HOURS OF WORK AND WORK WEEK

- (a) The hours of work for inside employees shall be as follows; Municipal Offices:- 8:15 a.m. to 5:00 p.m., Monday through Friday. Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than 7¾ hours.

**One** (1) hour shall be allowed for lunch, with staggered office hours so that offices remain open during the full day, with a rest period of ten (10) minutes, morning and afternoon.

- (b) Where an employee **is** required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.

Employees shall work five (5) days with two (2) consecutive days off except when required to change work **weeks**.

- (c) Arena personnel, seven and one-half (7½) hours per day with one (1) hour for lunch.
- (d) Counter Clerk - Police: Coverage required seven (7) days per week, as per mutually agreed schedule of working hours.
- (e) Dispatcher Clerks' hours, eight (8) hours per day.

12:00 midnight to 8:00 a.m.

8:00 a.m. to 4:30 p.m. (one-half (½) hour lunch period, Monday to Friday inclusive)

8:00 a.m. to 4:00 p.m. (Saturday, Sunday and holidays)

4:00 p.m. to 12:00 midnight

- (f) In the event, an employee is required to work a shift other than regular day shift and where **less than fifteen** (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the **ending** of the special shift and commencement of work **on** the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed.
- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever **are** the normal and usual hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such

shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

(h) Computer Services

Employees classified in technical computer positions such as:

*Position Titles*

- IT Security Analyst
- Business Systems Analyst
- Systems Coordinator
- Senior Network Analyst
- Database/Systems Administrator
- Website Coordinator
- Senior Microcomputer Applications Specialist II
- Business Systems Analyst
- Programmer-Analyst
- Telecommunications Coordinator
- Web Developer
- Supervisor of Operation
- User/Operations Support Assistant

May be required to adjust their start and stop times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Employees will schedule their hours of work with the agreement of their manager or designate; where there is **no** agreement the Manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s). Where employees flex their hours of work Clause 5(g) will be waived.

(i) Miscellaneous Shift Adjustments

Employees classified in the following operational positions may be required to adjust their stop and start times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Employees will schedule their hours of work with the agreement of their manager or designate; where there is no agreement the manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s). Where employees flex their hours of work Clause 5(g) will be waived.

Positions eligible for such shift adjustments are as follows:

Aquatic Maintenance Supervisor	PRCS
Recreation Leader	PRCS



- (j) The Parties recognize the “blocking system” was created to ensure an hours-of-work designation system that reflects the operational needs of the workplace. It is also recognized that operational needs change over time and that a defined process for review of blocking system designations would be of benefit to both parties.

Therefore the Parties agree to review, on a case by case basis, whether or not certain positions should be converted **from** inclusion in the blocking system to flexing the whole shift to specific hours of work as per the collective agreement. The Parties will discuss meet every **three (3)** months to jointly review:

- Any outstanding requests by departments for conversion of positions from one system to another.
- The actual hours being worked compared to the operational needs of the department for positions within the blocking system and those able to flex the whole shift.

The Employer agrees that classifications will not be designated as “flex” or “blocking” without the express written agreement **of** the Union.

## 6. SHIFT PREMIUMS

- (a) Effective July 26, 2007, except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar (\$1.00) for those hours of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.

## 7. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates 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** (a)(i) or (a)(ii) of this Clause 7(a) consequent upon an oral or written notice given prior to the end of the employee’s previous shift except **as** otherwise provided in Clause 13.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:

- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
- (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift **on** any regular working day;
- (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 Clause 7(b). Employees shall be paid a minimum of **one** and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

### 7.1 Compensating **Time** Off

- (a) When employees are required to work overtime, they elect at the time of working such overtime, whether to be paid for it or to receive compensating time in lieu.

Notwithstanding the aforementioned, if any overtime payment is earned as a result of work performed for which the City has initiated a Provincial Emergency Program (PEP) task number, the employee must receive payment for such work. Should an actual PEP claim not be submitted or not be approved, a regular full time employee may have the process reversed **for** that incident; that is, the employee must reimburse the City for the full amount of the overtime payment in exchange for compensating time in lieu. Reversal will occur only if written authorization of such action is provided to Payroll by the employee within the payroll period immediately following the date notice is provided to the employee such claim has not been submitted or not approved.

- (b) **An** employee who elects to receive compensating time off, shall be credited with compensating time off equivalent **to** the number of hours which would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the employee's department head (or delegate), such employee shall be granted any portion of the compensating time off credit at the pay rate or rates in effect at the time the overtime in question was worked.
- (c) **All** compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked. An employee may request in January that all or part of their Compensating Time Off be paid in cash by February.

## 8. CALLOUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Clause 7.
- (b) **A** Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a **minimum** of **three (3)** hours' pay at double the rate of pay. (The minimum includes one (1) hour for traveling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for traveling to and from home. If two separate callouts are completed within a **three (3)** hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for traveling time.)
- (d) Notwithstanding **the** callout minimum, **an** employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.
- (e) Receipt of After-Hours Telephone Calls:
  - (i) **An** employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone **or** by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will **be** treated **as** one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. **An** employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty and not on standby.
  - (ii) Notwithstanding Article 8 (e) (i) above, employees in receipt of stand-by pay as per Article 9 are eligible for this form of callout **on** a modified basis

because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. **An** employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed.

## 9. STANDBY

- (a) Employees who are required to stand by between the end of the normal day shift on the first day of work in a week (excluding public holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one hour's pay for each period of eight (8) hours standing by, in addition to callout pay **as** earned;
- (b) For all standby on public holidays, and weekends, one hour's pay for each period of six (6) hours standing by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance shall be paid as follows:
  - (i) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period;
  - (ii) one (1) hour standby pay for periods of more **than** half of the full period;
- (d) All standby will be paid for at the employee's regular straight time rate of pay.

## 10. MEALBREAKS

- (a) Employees shall receive meal break provisions as follows:
  - (i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ( $\frac{1}{2}$ ) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in **an** emergency, no later than the end of two (2) hours.

(ii) During Callouts and Pre-Scheduled Overtime

Upon completion of **three** and one-half (3%) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the **three** and one-half (3%) hour period but, except in an emergency, no later than the end of the **three** and one-half (3%) hours.

(iii) During Overtime, Callouts and Pre-scheduled Overtime

Upon the completion of each succeeding **three** and one-half (3%) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each **three** and one-half (3%) hour work period.

- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half (½) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

## 11. FIRST AID PREMIUMS

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid WorkSafeBC Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour

The Employer will pay course fees for the OFA Level II for employees who are required to have such certification.

## 12. VACATIONS

- 12.1 Paid annual vacations for all persons covered by this Agreement shall be allowed as follows: Vacation days are based on hours worked in a position, i.e. fifteen (15) working days equals 105 hours for a thirty-five (35) hour work week; 112.50 hours for a thirty-seven and one-half (37%)hour work week; 120 hours for a forty (40) hour work week.
- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
  - (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month, or portion of a month greater than one-half ( $\frac{1}{2}$ ), worked by December 31st.
  - (c) Fifteen (15) working days during the second up to and including the seventh calendar year of service.
  - (d) Twenty (20) working days during the eighth up to and including the fifteenth calendar year of service.
  - (e) Twenty-five (25) working days of annual vacation during the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23rd) calendar year of service.
  - (f) Thirty (30) working days of annual vacation during the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service.
  - (g) Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month greater than one-half ( $\frac{1}{2}$ ) worked to **the** date of termination.
  - (h) All vacation allowance earned during a calendar year must **be** taken prior to March 31st of the following year.
  - (i) Any permanent employee who has not selected their vacation period prior to March 1" will not have any seniority rights with regards to being given preferential **treatment** in selecting their vacation period over other employees with less seniority.

### PROVIDED THAT

- (1) "Calendar **Year**" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

- (2) In all **other** cases of termination of service for any reason other than retirement on **Superannuation** **or** on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (3) Any regular employee:
- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
  - (b) whose age and years of service with the Employer total eighty (80) years or more

shall **be** entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

- (4) In the case of special and Public Holidays falling on **or** observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra days in lieu of such holidays.

## 12.2 Vacation Pay

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at the respective regular **or** classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump **s um** to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic **e arnings** exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where **the** total amount payable is less than one dollar (\$1.00).

## 12.3 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Clause 12.

Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 12.3 on the first day of January in the year in which the employee qualifies for such supplementary vacation. **An** employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (**An** explanatory note and table is annexed hereto as Schedule "E" for the purposes of clarification.)

#### 12.4 Deferred Vacations

- (a) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
  - (i) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and
  - (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 12.4(a) shall be twenty (20) working days.

- (b)
  - (i) Employees wishing to defer a portion of their vacation as outlined in Clause 12.4(a)(ii) must notify their Department Head and Human Resources prior to June 30th.
  - (ii) Employees wishing to take their deferred vacation along with their regular scheduled vacation **must** notify their Department Head and Human Resources prior to the end of the year immediately preceding the year they wish to **take** such vacation.

#### 12.5 Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (**5**) days per year of vacation into an Early Retirement **Bank**. **An** employee entitled to thirty (30) **or** more days of annual vacation shall **be** entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. **The** Employer may, at its sole discretion, permit an employee to **use** such banked vacation under other circumstances.



### 13. PUBLIC HOLIDAYS

- 13.1 Subject to Clause 13.1(e), all Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

#### PROVIDED THAT

- (a) Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

#### SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither of the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such Governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Employer shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one (1) day's pay at the employee's regular rate of pay, or
- (ii) a holiday with pay within the calendar year in which such public holidays falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 13.1.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under paragraph (a)(ii) herein.
- (c) Prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
- (d) Notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.

- (e) **An** employee will be paid for a public holiday only if the employee works on the scheduled working day prior to and the scheduled working day after such holiday, providing the employee is not sick, on compensation, on **annual** vacation, or on authorized leave of absence.
- (f) **An** employee required to work a shift other than Monday to Friday shall be granted all public holidays with pay as provided in Clause 13.1.

(g) Employees Who Normally Work on Public Holidays

- (i) Except as otherwise provided in Clause 13.1(a) with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require the employee to work on public holidays, is required to work on any public holiday named in Clause 13.1 which falls on any day from Monday to Friday inclusive, then the employee shall be paid the employee's regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½X) times the number of hours worked on the holiday.
- (ii) If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 13.1(g) herein, then in lieu of such holiday the employee shall be paid the employee's regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of **this** Clause 13.1(g) a public holiday does not include a holiday designated by the Employer pursuant to Clause 13.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) 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 normal daily hours.

(i) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated **as** the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require

them to work on public holidays, they may do **so**, but there may only be one premium day for such employees with respect to any one public holiday.

- (j) **An** employee (except an employee governed by Clause 13.1(g)), who **is** required to work on a public holiday defined in Clause 13.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid their regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

## 14. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. The Employer has the **sole** responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Regular Part-Time, Temporary and Auxiliary Employees are set out in Schedule "B" of this Agreement.

In the event of an employee's death **during** service with the Employer, all outstanding credits, gratuities and other benefits shall be paid to the employee's beneficiary.

### 14.1 Medical Services Plan

M.S.P. coverage after six (6) months' continuous service, with the Employer paying seventy-five percent (75%) of the premium (increasing effective January 1, 2010 to eighty percent (80%)) and the employees shall pay the remainder. The employees' contributions shall be made by payroll deduction.

### 14.2 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed **six** (6) months' continuous service. The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Employer shall pay eight-five percent (**85%**) of the premium and the employees shall pay fifteen percent (**15%**). The employees' contributions shall be made by payroll deduction.

The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, **among** other benefits, a vision care option with a maximum claim **of** \$250/2yrs per person, (effective January 1, 2008 maximum claim of \$500/2yrs per person **or** continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter), coverage for eye exams (maximum \$100/2yrs), hearing aids (\$700/5yrs per person), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (\$600/yr per person), registered dietician services (\$500/yr per person), the Nicotine Patch (\$350 per person lifetime maximum), and laser eye surgery (\$750 per person lifetime maximum).

The City will institute coverage within the Extended Health Benefit for those paramedical benefits deleted by the provincial government from Medical Services Plan coverage, specifically as noted below, with such coverage to become effective the date of ratification of the Collective Agreement:

To provide coverage for the following five paramedical practitioners:

- (i) chiropractors
- (ii) naturopaths
- (iii) physiotherapists
- (iv) massage therapists
- (v) non-surgical podiatry

**The** intent of this adjustment is to provide to employees the coverage that was previously provided by the provincial Medical Services Plan.

#### 14.3 Dental Plan

Dental coverage is available (compulsory unless covered by another plan) for all Regular Full-Time Employees who have completed **six (6)** months' continuous service and all Temporary Full-Time Employees who have completed twelve **(12)** months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent **(80%)** of the approved schedule **of** fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent **(50%)** of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) **of** the approved schedule of fees **to** a lifetime maximum **of** \$2000 (effective 2000 November 01, \$3000) for adults and dependent children as defined by the Plan.
- (d) The premiums for the Dental Plan will be paid seventy-five percent (75%) by the Employer (increasing effective January 1, 2010, to eighty percent **(80%)**) and the employees shall pay the remainder. The employees' contributions shall be made by payroll deduction.

#### 14.4 Group Life Insurance

**All** Regular Full-Time and Temporary Full-Time Employees shall, upon completion of six **(6)** months of continuous full-time employment, join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.

- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall **be** provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 12.1. Effective 1998 October 15, this paragraph is not applicable to employees who retire or terminate their employment after 1999 December 31.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) The Employer shall pay seventy-five percent (**75%**) of the premium (increasing effective January 1, 2010, to eighty percent (80%)) and the employees shall pay the remainder.

#### 14.5 Same Sex Benefit Coverage

An employee who co-habits with a person of the **same** sex, and who promotes such person as a "spouse"(partner), and who **has done so** for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

#### 14.6 Sick Leave

- (a) After **six** (6) completed months' service, a permanent employee **shall** be granted sick leave with pay on the basis of one and two-thirds ( $1\frac{2}{3}$ ) days per month, **cumulative** to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment. **NOTE:** The maximum cap of 261 days will be removed for those regular full time employees **who** have reached the cap of 261 days AND who have achieved twenty (20) calendar years of service.

NOTE:  $1\frac{2}{3}$  days per month equals 20 days per year. 20 days per year equals 140 hours for a 35 hour work week; 150 hours for a  $37\frac{1}{2}$  hour work week; and 160 hours for a 40 hour work week.

- (b) In the case of sick leave, the Head of the Department may grant up to **three** (3) days with pay without the employee being required to produce a Medical Certificate. However, in the event that the Department Head is not satisfied that such absence is caused by illness, such Department Head may inform Human Resources that **a** Medical Certificate is required.

14.7 Gratuity Pay

(NOTE: 2 working days equals 14 hours for a 35 hour work week, 15 hours for a 37½ hour work week and 16 hours for a 40 hour work week.)

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of one (1) working day per quarter of the calendar year **as** follows:
- January 1 to March 31
  - April 1 to **June** 30
  - July 1 to September 30
  - October 1 to December 31

Gratuity Pay may accumulate to a total of one hundred twenty (120) working days.

In the event that any employee is absent on sick leave in the quarterly period **as** designated above, the gratuity pay for that quarterly period will be reduced accordingly for each hour of sick leave taken to the maximum of the one day of gratuity pay for that quarterly period.

Each employee may exercise their option of having all accrued gratuity pay earned in the preceding year paid out no later **than** the fourth (4<sup>th</sup>) pay period of the following calendar year.

The total gratuity pay to **an** employee's credit shall be paid the employee on leaving the service of the Employer. It is **further** provided that if an employee **be** discharged from the service of the Municipality for any of the following causes:

- (1) Being found, while employed, under the influence of alcohol **or** a **drug**, (not prescribed by a physician), and if the employee has refused to obtain proper medical attention for his condition.
- (2) Being found, while employed, in possession of alcohol **or** a drug under circumstances which suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of the employee's employment, and if the employee has refused to obtain proper medical attention for his condition.
- (3) Theft or conversion of Municipal property.
- (4) Willful damage to Municipal property.

the said employee shall not necessarily receive all or any accumulated gratuities.

- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Municipality within two years of the date of the commencement of **their** employment.

#### 14.8 Workers' Compensation

- (a) Where the first day or part day is not paid by WorkSafeBC, this day or part day shall be paid by the Employer and shall be deducted from accumulated sick leave but not **from** gratuity pay.
- (b) An employee who **has** completed **six** (6) months of continuous service and whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary. If WorkSafeBC disallows **an** employee's claim, or if there is a period of delay prior to the claim being accepted, the Employer will pay approximate net salary to the employee until the employee's sick leave, **gratuity**, vacation and overtime credits are exhausted. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (c) The status of fringe benefits in the case of **an** employee in receipt of WorkSafeBC pay shall be as follows:
- (i) Sick Leave: monthly credits to continue accumulating as normal;
  - (ii) Gratuity: to be unaffected by the WorkSafeBC absence;
  - (iii) Vacations: to be unaffected by the WorkSafeBC absence;
  - (iv) Public Holidays: full pay to be provided for the day on which the holiday is observed, but no compensating day is to be provided in lieu;
  - (v) Increments: to be unaffected by any WorkSafeBC absence of less than 3 months; to be deferred by one month for each complete month of WorkSafeBC absence commencing with the fourth month of WorkSafeBC absence;
  - (vi) Seniority: to continue accumulating as normal;
  - (vii) Leave of Absence: to be ineligible for any other paid leave of absence during the WorkSafeBC absence.

#### 14.9 Superannuation

All employees eligible shall be covered by the provisions of the Pension (Municipal) Act providing that a Temporary Full-Time Employee shall not be eligible until the completion of twelve (12) months of continuous service.

**Where**, due to a layoff, a Full-Time Employee has had their hours of work reduced and employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

#### 14.10 Employment Insurance

All employees **shall** be covered by the provisions of the Employment Insurance Act, and the Employer and the employees shall contribute thereto.

#### 14.11 Separation Trust Fund

The Employer agrees that in lieu of making contributions to a Separation Trust Fund, it will pay to each employee in addition to their regular monthly salary ~~an~~ amount equal to one point five percent (1.5%) of such regular monthly salary. The payment of such additional amount will be made on a monthly basis. It is understood and agreed that ~~the~~ additional payment will be considered to be completely separate and distinct from regular monthly salary for all administrative purposes.

### 15. **WORKING CONDITIONS**

#### 15.1 Probationary Period

- (a) New employees shall be placed in a probationary capacity until the completion of six (~~6~~) months' continuous service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position.
- (c) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

#### 15.2 Regular Seniority Pool

A Seniority Pool shall be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees. Access to the Regular Seniority Pool shall be extended to:



- (a) all Regular Full-Time Employees upon completion of the probationary period.
- (b) all Temporary Full-Time Employees upon completion of the probationary period.
- (c) all Regular Part-Time Employees upon completion of the same number of hours ~~as~~ are applicable to a Regular Full-Time Employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee shall be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time or Regular Part-Time.

### 15.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for no less than five **(5)** working days or more than 10 working days in such conspicuous place as agreed by both parties, in order that any employee of the Union shall have the opportunity of applying for the vacancy. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, ~~shift~~, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".
- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six **(6)** months' duration. Should a permanent employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to their former position without **loss** of seniority.

### 15.4 Promotional Policy

- (a) In making promotions, 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, however, all employees have the right of appeal through the Grievance Procedure.
- (b) Where the Employer promotes any employee, and makes any changes affecting salary, the following shall apply:
  - (1) The minimum salary increase shall be one (1) full pay step.

- (2) An employee already experienced with the Employer in the reclassification shall receive the pay step according to their experience, subject to negotiations between this Union and the Employer.
- (3) The Anniversary date for the purpose of annual increments, shall be twelve (12) months from the date of employment, promotion, or date of reclassification with the exception of those positions who receive semi-annual increments.

#### 15.5 Trial Period

Upon promotion or transfer, an employee shall serve a trial period of up to **three (3)** months in the new position before being confirmed in the appointment. If the appointment is not confirmed, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In the event the promoted or transferred employee is dissatisfied in the new position during the trial period, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In all cases where an employee is reverted to their previous position or to a position in the employee's former classification for which the employee is qualified, the Employer may require any or all other employee(s) who were promoted or transferred as a result of the rearrangement of employees to revert to their previous position or to a position in their former classification for which the employee is qualified.

#### 15.6 Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in **or** excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. **The** employee, if **so** placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the total length of service with the Employer.

#### 15.7 Pay for Acting in a Senior Capacity

- (a) On every occasion that an inside employee is temporarily required by the manager or appointed delegate to temporarily 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, that employee shall be paid at the minimum rate in the scale for such senior position for either one-half or the

full day (as authorized by Department Manager or delegate) rate of pay for the higher rated class for the time spent performing such duties. Where the salary received in the employee's own position is equal to, or exceeds, the **minimum** of the senior position in which the employee is acting, the employee shall receive the next higher rate in the pay range of the senior position.

- (b) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

#### 15.8 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, due to enforced absence from employment resulting **from** compulsory layoff for a period not exceeding six (**6**) months, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, **strikes**, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify all employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (**10**) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days **for** which work was not made available.
- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

#### 15.9 Recall

- (a) Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining unit-wide or by branch or by class **as** the case may be.
- (b) **No** new employees shall be hired following a layoff until those who were laid off have been **given** a reasonable opportunity of recall **as** follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with **an** employee; the Employer shall specify the time when the employee shall report for work. **An** employee, who does not respond within forty-eight (48) hours of the Employer's initial attempt to **make** contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. **An** employee shall report to work at the time specified by the Employer or, in extenuating circumstances, **within** two weeks of the Employer's initial attempt to contact the employee.

Each employee on layoff will be responsible for keeping the Employer notified of a current contact point **through** which the employee can be reached.

- (c) Any regular employee who has requested and received approval for a personal leave of absence in accordance with the Employer's policy (excluding Maternity Leave, Sick Leave, Education Leave **or** Union Leave) which exceeds nine (9) consecutive calendar months shall be deemed to have given up their regular position with such vacated position to be posted **as** per the terms of the Collective Agreement. Such regular employee shall be entitled to return to a vacant position at the same **or** a lower level as their former position and for which the employee is deemed qualified. If there are no vacant positions available, the employee will be placed on lay-off and is entitled **to** recall pursuant to this article 15.9 of the Collective Agreement.

#### 15.10 Leave of Absence - Union Officials

- (a) All applications for leave of absence whether with **or** without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage **or** salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each **such** representative for Group Life Insurance coverage, Medical, Dental and Extended Health coverage, Sickness, and Accident Insurance Coverage and Municipal Superannuation. The Union shall then reimburse the Employer to the amount of ~~the~~ account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the General Manager, Human Resources in each specific case, official representatives **of** the Union may be granted time off for the purpose of collective bargaining with the Employer **or** for the purpose of settling a grievance **as** outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without **loss** of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the General Manager, Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.

- (e) Members of the Union Executive will be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the **Union** shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement **from** duties **as** an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which their former position was allocated and for which "the employee" is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour **or** the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while **on** such leave of absence. This will also apply to any employee hired temporarily by the aforementioned labour organizations for a period of not less than six (6) months nor more than two (2) years in duration. Upon termination of such period of office, such an employee may return to the **first** vacant position for which the employee is qualified in the service of the Employer.
- (h) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current **by** the Union at all **times**.

#### 15.11 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of **employment**, may be granted compassionate leave without **loss** of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian **or** common-law spouse; or
  - (ii) in the case of the death of any other relative if living in the employee's household.

(Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "B", paragraph 2(1))

- (b) Any employee who qualifies for Bereavement leave without loss of pay under paragraph (a) and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) **An** employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the employee's Department Head. **An** employee who is absent on sick leave with or without pay or who is absent on a WorkSafeBC claim, shall not be entitled to such emergency leave without **loss** of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral **as** a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

#### 15.12 Family Leave

Any Regular Full Time or Temporary Full Time Employee who has completed **six (6)** months of employment and who has accumulated a positive balance in their sick benefit account may utilize up to four (**4**) days per year of that account for the express **purpose** of providing for the needed care, education, or health interests of their immediate family. Immediate family is defined as the employee's wife, husband, child, **ward**, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse.

To assist in the **scheduling** of work assignments, each employee should provide **as** much notice as possible to the Department Head prior to taking Family Leave. It is recognized however, that the exercise of Family Leave may not allow the employee sufficient time to provide much notice of impending absence. Therefore it is a requirement that each employee establish contact with their Department Head or delegate at the start of each day of Family Leave taken. If a Department Head or delegate is not satisfied that Family Leave has been used for the express purpose for which it is intended, the employee may be asked to substantiate such use.

### 15.13 Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Crown Witness will be allowed time-off during the period of such duty up to and including ten (10) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the General Manager, Human Resources. In special circumstances, the Employer may extend payment on the above basis beyond the time limit imposed above.

### 15.14 Maternity and Parental Leave

**The** City of Richmond and the Union agree the terms of Maternity and Parental Leave be in compliance with the requirements of Federal Government legislation pertaining to employee eligibility and **length** of leave. As **these** requirements **are** subject to change, the provisions **of** section (a) - Length of Leave outlined below should be reviewed with Human Resources by any prospective employee applicant to ensure full and accurate knowledge of current legislation.

#### (a) Length of Leave

##### Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave (note: this includes the 2-week unpaid waiting period before EI benefits begin to be paid) and up to thirty-five (35) consecutive weeks of parental leave, all without pay. **The** parental leave must immediately follow the maternity leave.

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

##### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay (note: this includes the 2-week unpaid waiting period before EI benefits begin to be paid). The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

##### Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

- (1) **An** employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) **An** employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) **Where** a pregnant employee gives birth before requesting maternity leave **or** before commencing maternity leave, her maternity leave will be deemed to have started **on** the date she gave 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 their Department Head of their intention to return to work pursuant to paragraph (b)(4) 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 day on which the employee would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

Effective 2002 **January 0 1**:

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive **SEIB** Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied **for** and are in receipt of Employment Insurance maternity benefits are eligible to receive **SEIB** Plan payments.
- (3) The **SEIB** Plan is intended to supplement the Employment Insurance benefits received by employees while they **are** temporarily unable to work **as** a result of giving birth.

- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
- (a) for the first **six (6)** weeks, which includes the two week Employment Insurance waiting period; and
  - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (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 normal 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.

#### 15.1 Individual Rights Protection

The Employer and the Union are fully supportive of their respective responsibilities under the applicable provincial/federal legislation respecting Human **Rights**. Nothing in this section impedes **the** rights of the Employer to manage its business and the Union recognizes the right of the Employer to implement and administer policies and procedures pertaining to safeguarding its workforce. It is agreed that employee complaints dealt with under the Employer's established policies and/or administrative procedures must reach a determinative conclusion within a reasonable time frame. At the Union's option, should the conclusive result derived from application of the Employer's policies not be suitable, the employee complaint may be subsequently addressed **through** the Grievance Procedure commencing at step two.

## 16. PROTECTIVE CLOTHING

The Employer shall supply and launder smocks for use in the Machine Room. The Employer shall make available and launder coveralls and/or smocks for the use of employees when required and authorized by the Municipal Engineer.

### 16.1 Lifeguard Clothing

Effective January 1, 2008 each lifeguard will be provided with two Richmond Aquatic shirts and shorts. This replaces any **other** clothing benefit previously provided.

## 17. GRIEVANCE PROCEDURE

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee **or** the interpretation, application, operation or any alleged violation of this Agreement, including any question **as** to whether any matter is arbitral, shall without stoppage of work, be the subject of collective bargaining between the Union and the Employer and shall be finally and conclusively settled under and by the following procedure. **All** disciplinary letters **or** notes that are destined to be placed on the employee's personnel file for future reference must be copied to the Union President in addition to the applicable Manager, Human Resources.

In the first instance, within **thirty (30)** calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee or Union **first** became aware of the incident, whichever is later, the grievance shall be submitted in writing to the Department Head **directly** concerned, and if the alleged grievance is not settled **within** five (5) days, the letter of grievance shall be referred to the Union's grievance committee.

The grievance shall be brought before the Union's Grievance Committee, who in turn, will meet with the Employer's Committee within five **(5)** days of the presentation of the grievance, and make every effort to settle the matter.

Should no settlement be reached within five **(5)** full working days, the grievance shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of one nominee appointed by the Employer and one appointed by the Union. These two nominees shall name a third member who shall be Chairman within three days.

Should the nominees of the respective parties fail to select a Chairman, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. The expenses and compensation **to** the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

Within ten (10) days following its initial meeting, the Board of Arbitration shall reach a decision and its findings made known. The majority decision shall be final and binding on the parties.

#### 17.1 Wrongful Dismissal

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wages lost by reason of dismissal, suspension, or other discipline, **or** such **lesser sum as**, in the opinion of the Arbitration Board, is fair and reasonable; **or**
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

Wherever a stipulated time is mentioned herein, the said time may be extended by the mutual consent of the Union and the Employer.

### 18. GENERAL

- (a) 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.
- (b) 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 ~~or~~ the duration of the Contract.
- (c) It **is** agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Employer and upon return ~~from~~ the Armed Forces has returned to the employ of the Employer, such employee shall be credited with the period of time in the Armed Forces, as **though** it were service with the Employer. This is to be in effect only during a period of declared hostilities.

### 19. CAR ALLOWANCE

Car Allowance will be reimbursed according to Car Allowance Policy. (Copy of current rate schedule available in **Human** Resources).

## 20. CLASSIFICATION AND EVALUATION OF POSITIONS

The classification, evaluation, reclassification and revaluation of positions covered by **this** Agreement shall be determined in accordance with the procedure set forth in the current Job Evaluation Agreement made between the Employer and the Union.

## 21. TECHNOLOGICAL CHANGE

During the term of this Agreement any dispute 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 17 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 findings; and
- (b) may then or later make any one or more of the following orders:
  - (1) 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;
  - (2) that the Employer will not proceed with the Technological Change for such period, not exceeding ninety (90) days, **as** the Arbitration Board considers appropriate;
  - (3) that the Employer reinstate any employee displaced by reason of the Technological Change;
  - (4) that the Employer pay to the employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;

- (5) that the matter be referred to the Labour Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

The Employer will give to the Union in writing at least ninety (90) 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.

## 22. INTERPRETATION

Interpretation of this Agreement shall be made by Human Resources subject to the Grievance Procedure laid down in Clause 17 of this Contract.

## 23. CHANGES AFFECTING THE AGREEMENT

The Employer agrees that any reports or recommendations made to Council dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment will be communicated to the **Union** at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and make representations to Council 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.

## 24. LABOUR/MANAGEMENT COMMITTEE

A Committee shall be established comprising of representatives of the Employer and the Union will meet on a regular monthly basis.

## 25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

**An** Occupational Health and Safety Committee shall be established consisting of four **(4)** representatives of the Employer and four **(4)** Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Municipal Administrator.

**26. MISCELLANEOUS ITEMS**

The Schedules attached hereto and marked by the letters "A", "B", "C", "D", and "E", shall form **part** of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of the CITY OF RICHMOND and signed July 2010 by:

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CORPORATE OFFICER

Sealed with the Seal of the RICHMOND CIVIC EMPLOYEES' UNION, CUPE LOCAL 718, and signed July 2010 by:

  
\_\_\_\_\_  
CUPE LOCAL 718 PRESIDENT

  
\_\_\_\_\_  
CUPE LOCAL 718 EXECUTIVE MEMBER

## Schedule A

### General Wage Increases for 2007-2011 Collective Agreement

The following percentage increases will take effect as indicated

- a. Effective January 1, 2007: all hourly rates of pay which were in effect on December 31, 2006 shall be increased by three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent.
- b. Effective January 1, 2008: all hourly rates of pay which were in effect on December 31, 2007 shall be increased by three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent.
- c. Effective January 1, 2009: all hourly rates of pay which were in effect on December 31, 2008 shall be increased by three and one-half percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- d. Effective January 1, 2010: all hourly rates of pay which were in effect on March 31, 2009 shall be increased by four percent (**4.0%**). The new hourly rates shall be rounded to the nearest whole cent.
- e. Effective January 1, 2011: all hourly rates of pay which were in effect on December 31, 2010 shall be increased by the greater of:
  - (i) four percent (4.0%). The new hourly rates shall be rounded to the nearest whole cent,
  - or
  - (ii) the annual percentage increase established within the GVRD pattern bargaining settlement for 2011, such that equality of increase percentages exists for the 2011 calendar year, whether such increase in the GVRD pattern results from 2007 – 2011 agreements or another period including the year 2011. The new hourly rates calculated from the aforementioned shall be rounded to the nearest whole cent.

The following table represents the calculated wage rates to be in effect for the 2009 calendar year.



## SCHEDULE "A" (cont'd)

DESCRIPTION	Pay Band	2009 Rates				
		Step 1	Step 2	Step 3	Step 4	Step 5
PB1 - JE PAY BAND	1	18.17	18.90	19.67	20.42	21.27
PB2 - JE PAY BAND	2	18.90	19.67	20.42	21.27	22.16
PB3 - JE PAY BAND	3	19.67	20.42	21.27	22.16	23.05
PB4 - JE PAY BAND	4	20.42	21.27	22.16	23.05	24.02
PB5 - JE PAY BAND	5	21.27	22.16	23.05	24.02	25.00
PB6 - JE PAY BAND	6	22.16	23.05	24.02	25.00	26.04
PB7 - JE PAY BAND	7	23.05	24.02	25.00	26.04	27.12
PB8 - JE PAY BAND	8	24.02	25.00	26.04	27.12	28.23
PB9 - JE PAY BAND	9	25.00	26.04	27.12	28.23	29.44
PB10 - JE PAY BAND	10	26.04	27.12	28.23	29.44	30.66
PB11 - JE PAY BAND	11	27.12	28.23	29.44	30.66	31.93
PB12 - JE PAY BAND	12	28.23	29.44	30.66	31.93	33.32
PB13 - JE PAY BAND	13	29.44	30.66	31.93	33.32	34.74
PB14 - JE PAY BAND	14	30.66	31.93	33.32	34.74	36.19
PB15 - JE PAY BAND	15	31.93	33.32	34.74	36.19	37.74
PB16 - JE PAY BAND	16	33.32	34.74	36.19	37.74	39.36
PB17 - JE PAY BAND	17	34.74	36.19	37.74	39.36	41.06
PB18 - JE PAY BAND	18	36.19	37.74	39.36	41.06	42.78
PB19 - JE PAY BAND	19	37.74	39.36	41.06	42.78	44.66
PB20 - JE PAY BAND	20	39.36	41.06	42.78	44.66	46.56
PB21 - JE PAY BAND	21	41.06	42.78	44.66	46.56	48.58
PB22 - JE PAY BAND	22	42.78	44.66	46.56	48.58	50.67

DESCRIPTION - AUXILIARY RATES	CODE	Step 1	Step 2	Step 3
XAT - Attendant (Hourly)	XAT	15.24		
XCA - Concession Attendant (Hourly)	XCA	15.55	15.89	16.23
XHA - Head Attendant (Hourly)	XHA	16.19		
XJL - Junior Lifeguard Inst. (Hourly)	XJL	16.28		
XP1 - Playground Leader 1 (Hourly)	XP1	15.24		
XP2 - Playground Leader 2 (Hourly)	XP2	15.84		
XPA - Playground Area Coordinator (Hourly)	XPA	19.59		

## SCHEDULE "A" (cont'd)

DESCRIPTION	Pay Band	2010 Rates				
		Step 1	Step 2	Step 3	Step 4	Step 5
PB1 - JE PAY BAND	1	18.90	19.66	20.46	21.24	22.12
PB2 - JE PAY BAND	2	19.66	20.46	21.24	22.12	23.05
PB3 - JE PAY BAND	3	20.46	21.24	22.12	23.05	23.97
PB4 - JE PAY BAND	4	21.24	22.12	23.05	23.97	24.98
PB5 - JE PAY BAND	5	22.12	23.05	23.97	24.98	26.00
PB6 - JE PAY BAND	6	23.05	23.97	24.98	26.00	27.08
PB7 - JE PAY BAND	7	23.97	24.98	26.00	27.08	28.20
PB8 - JE PAY BAND	8	24.98	26.00	27.08	28.20	29.36
PB9 - JE PAY BAND	9	26.00	27.08	28.20	29.36	30.62
PB10 - JE PAY BAND	10	27.08	28.20	29.36	30.62	31.89
PB11 - JE PAY BAND	11	28.20	29.36	30.62	31.89	33.21
PB12 - JE PAY BAND	12	29.36	30.62	31.89	33.21	34.65
PB13 - JE PAY BAND	13	30.62	31.89	33.21	34.65	36.13
PB14 - JE PAY BAND	14	31.89	33.21	34.65	36.13	37.64
PB15 - JE PAY BAND	15	33.21	34.65	36.13	37.64	39.25
PB16 - JE PAY BAND	16	34.65	36.13	37.64	39.25	40.93
PB17 - JE PAY BAND	17	36.13	37.64	39.25	40.93	42.70
PB18 - JE PAY BAND	18	37.64	39.25	40.93	42.70	44.49
PB19 - JE PAY BAND	19	39.25	40.93	42.70	44.49	46.45
PB20 - JE PAY BAND	20	40.93	42.70	44.49	46.45	48.42
PB21 - JE PAY BAND	21	42.70	44.49	46.45	48.42	50.52
PB22 - JE PAY BAND	22	44.49	46.45	48.42	50.52	52.70

DESCRIPTION - AUXILIARY RATES	CODE	Step 1	Step 2	Step 3
XAT - Attendant (Hourly)	XAT	15.85		
XCA - Concession Attendant (Hourly)	XCA	16.17	16.53	16.88
XHA - Head Attendant (Hourly)	XHA	16.84		
XJL - Junior Lifeguard Inst. (Hourly)	XJL	16.93		
XP1 - Playground Leader 1 (Hourly)	XP1	15.85		
XP2 - Playground Leader 2 (Hourly)	XP2	16.47		
XPA - Playground Area Coordinator (Hourly)	XPA	20.37		

## SCHEDULE "A" (cont'd)

DESCRIPTION	Pay Band	2011 Rates				
		Step 1	Step 2	Step 3	Step 4	Step 5
PB1 - JE PAY BAND	1	19.66	20.45	21.28	22.09	23.00
PB2 - JE PAY BAND	2	20.45	21.28	22.09	23.00	23.97
PB3 - JE PAY BAND	3	21.28	22.09	23.00	23.97	24.93
PB4 - JE PAY BAND	4	22.09	23.00	23.97	24.93	25.98
PB5 - JE PAY BAND	5	23.00	23.97	24.93	25.98	27.04
PB6 - JE PAY BAND	6	23.97	24.93	25.98	27.04	28.16
PB7 - JE PAY BAND	7	24.93	25.98	27.04	28.16	29.33
PB8 - JE PAY BAND	8	25.98	27.04	28.16	29.33	30.53
PB9 - JE PAY BAND	9	27.04	28.16	29.33	30.53	31.84
PB10 - JE PAY BAND	10	28.16	29.33	30.53	31.84	33.17
PB11 - JE PAY BAND	11	29.33	30.53	31.84	33.17	34.54
PB12 - JE PAY BAND	12	30.53	31.84	33.17	34.54	36.04
PB13 - JE PAY BAND	13	31.84	33.17	34.54	36.04	37.58
PB14 - JE PAY BAND	14	33.17	34.54	36.04	37.58	39.15
PB15 - JE PAY BAND	15	34.54	36.04	37.58	39.15	40.82
PB16 - JE PAY BAND	16	36.04	37.58	39.15	40.82	42.57
PB17 - JE PAY BAND	17	37.58	39.15	40.82	42.57	44.41
PB18 - JE PAY BAND	18	39.15	40.82	42.57	44.41	46.27
PB19 - JE PAY BAND	19	40.82	42.57	44.41	46.27	48.31
PB20 - JE PAY BAND	20	42.57	44.41	46.27	48.31	50.36
PB21 - JE PAY BAND	21	44.41	46.27	48.31	50.36	52.54
PB22 - JE PAY BAND	22	46.27	48.31	50.36	52.54	54.81

DESCRIPTION-AUXILIARY RATES	CODE	Step 1	step 2	Step 3
XAT -Attendant (Hourly)	XAT	16.48		
XCA - Concession Attendant (Hourly)	XCA	16.82	17.19	17.56
XHA - Head Attendant (Hourly)	XHA	17.51		
XJL -Junior Lifeguard Inst. (Hourly)	XJL	17.61		
XP1 - Playground Leader 1 (Hourly)	XP1	16.48		
XP2 - Playground Leader 2 (Hourly)	XP2	17.13		
XPA - Playground Area Coordinator (Hourly)	XPA	21.18		

SCHEDULE "A"(cont'd)

Notes as per job table below:

- (a) Positions in these classes to receive semi-annual increments.
- (b) Monthly valuation is based upon a 37½ hour work week but employees work a 37½ hour week.
- (c) Employees work a 37½ hour week.
- (d) Employees work a 37½ hour week.
- (e) Monthly valuation is based upon a 35 hour work week but employees work 40 hours per week. Employees receive an additional 2.3% for being available to work through their rest periods.
- (f) Employees work a 37½ hour week.
- (g) Employees work a 40 hour week.
- (h) Effective 1998 October 15, where the Union and the Employer agreed to add a note "h" to a class in Schedule "A" or to add a new class with a note "h" attached, positions thereafter allocated to those classes may be assigned by the Employer to work non standard work days with the understanding that shift differential will be paid for hours worked (excluding overtime) outside the normal working hours.
- (i) Incumbents work a 72 hour bi-weekly work schedule consisting of nine (9) eight (8) hour work days mutually agreed by the parties. The extra hour worked per week above the standard 35 hour week is accumulated at the rate of .75 hour per week to maximum accumulation of 36 hours in any one (1) year and scheduled as time off during the calendar year earned.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

Classes and/or pay bands that have been abolished, established, reclassified, revalued and/or retitled subsequent to the commencement of the term of Agreement are only effective up to or from the date such change occurred.

## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Accountant & Budget Coordinator RCMP	242	J20	
Accounting Clerk	409	J02	
Accounts Payable Clerk 2	765	J10	
Accounts Payable Supervisor	711	J14	
Admin Assistant Purchasing – Fire	615	J10	
Applications Specialist	806	J15	
Aquatic Maintenance Supervisor	714	J14	
Aquatics Leader	92	J09	
Aquatics Supervisor	421	J14	(h)
Archivist	474	J18	
Arena Maintenance Supervisor	446	J14	
Arena Service Worker 1	75	J05	(b) (h)
Arena Service Worker 2	76	J09	(b) (h)
Arts Coordinator	763	J17	
Assist Coordinator – Block Watch	449	J07	
Assistant Victim Services Coordinator	738	J10	
Asst Supervisor – Collections	29	J13	
Asst Supervisor – Inspections	31	J16	
Attendant – Call Centre	758	J02	
Attendant – Call Centre	758D	J02	
Attendant (Hourly)	XAT	XAT	
Aux Constable Program Coordinator	745	J13	
Block Watch Coordinator	640	J11	
Budget & Accounting Clerk 1	419	J08	
Budget & Accounting Clerk 2	193	J10	
Budget & Analytical Acct	26	J20	
Budget Analyst	746	J15	
Building Inspector 1	102	J14	
Building Inspector 2	476	J16	
Building Maintenance Coordinator	657	J14	
Building Service Worker	60	J03	(c) (h)
Building Service Worker – Lead Hand	750	J09	
Building Service Worker – Supervisor	749	J11	
Building Systems Maintenance Worker	69	J12	
Building Technologist	183	J14	
Business Solutions Analyst	717	J12	
Business Systems Analyst	605	J18	
Buyer	610	J11	
Buyer 2	55	J15	
Bylaw Inspector-Grease Management Program	804P	J11	
Bylaw Liaison Officer I	62	J08	
Bylaw Liaison Officer II	112	J11	
Bylaw Liaison Officer II – P/T	112P	J10	

## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Capital (PSAB) Analyst	747	J15	
Capital Asset Clerk/Analyst	790	J06	
Capital Budget Analyst	628	J14	
Cashier/Receptionist – Parks & Leisure - P/T	036P	J05	
Cashier/Receptionist – Parks & Leisure	36	J05	
Clerk Applications Processing	66	J04	
Clerk Crime Prevention/Victim Assist.	417	J09	
Clerk Purchasing	434	J06	
Clerk Recycling & Sanitation	472	J06	
Clerk Traffic	226	J04	
Clerk Treasury	478	J07	
Clerk Treasury – Water Meters	799	J07	
Clerk-Fire Department Admin	599	J11	
Committee Clerk	38	J11	(h)
Community Facilities Coordinator	72	J14	
Community Facilities Coordinator	072J	J14	
Community Facilities Programmer	84	J13	
Community Facilities Programmer PT	084P	J13	
Community Police Station Coordinator	727	J11	
Concession Attendant	XCA	XCA	
Conveyancing/Administrative Assistant	471	J10	
Co-Op Student	707	J06	
Coordinator – Fitness and Wellness Services	660	J14	(h)
Coordinator – Leisure Services	71	J17	
Coordinator – Leisure/Heritage	778	J18	
Coordinator – Leisure/Seniors	779	J18	
Coordinator – Nature Park	157	J17	
Coordinator – Parks Programs	666	J12	
Coordinator – Special Needs	223	J14	
Coordinator – Youth Services	618	J14	
Coordinator – Customer Service	744	J16	
Coordinator, Park Programs – Sport	805	J12	
Coordinator – Victim/Witness Svc	107	J14	
Copying Machine Operator 2	86	J05	
Corporate Records Assistant	664	J09	
Cost Estimator	781	J14	
Cost Estimator – 40 hr/wk	781A	J14	
Counsellor – Youth Services	217	J16	
Counter Clerk - Police	20	J07	(f)
Court Liaison Officer	238	J12	
CPIC Operator - Clerk	204	J08	
Cultural Centre Attendant	32	J05	
Cultural Diversity Coordinator	780	J14	

## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Cultural Programmer	94	J12	
Curator, Richmond Art Gallery	783	J16	
Custodial Guard	16	J03	(g)
Custodian - Sports Pavilion	61	J07	(b) (h)
Custodian, Cultural Centre	592	J08	(c) (h)
Customer Service Clerk	603	J06	
Customer Service Specialist	759	J08	
Database/Systems Administrator	401	J19	
Departmental Associate 1	629	J05	
Departmental Associate 2	630	J06	
Departmental Associate 3	772	J07	
Departmental Associate 4	773	J11	
Departmental Associate 5	774	J12	
Departmental Associate 6	775	J14	
Design Draftsperson	456	J11	
Design Technologist	725	J16	
Director, Art Gallery	761	J17	
Dispatcher Clerk 1	15	J06	(e)
Document Production Specialist	642	J08	
Draftsperson 3	123	J11	
Elections Supervisor-Clerk's	37	J07	
Emergency Program Coordinator	443	J14	
Emergency Programs Assistant	754	J07	
Engineering Technician - Inspections	481	J15	
Engineering Technician-Dev & Contract Ops	480	J15	
Engineering Assistant -Devlpmt & Processing	138	J13	
Engineering Assistant - Utilities	136	J14	
Engineering Inspector 1	128	J07	
Engineering Inspector 2	127	J14	
Engineering Records Technician	713	J08	
Engineering Student	795	J02	
Engineering Technician	124	J13	
Engineering Technologist	133	J16	
Engineering Tech-Utilities	716	J13	
Environmental Coordinator	710	J14	
ESS/Volunteer Mgmt Coordinator	709	J14	
Exhibit & Program Coordinator	796	J14	
Exhibit Coordinator	756	J14	
Exhibit Custodian	17	J11	
Facility Booking Clerk	637	J06	
Facility Booking Clerk	637P	J06	
Finance & Admin Clerk	722	J06	
Financial Services Supervisor	730	J16	

## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Fitness Programmer	663	J11	
Fleet Maintenance Coordinator RCMP	608	J10	
Fleet Training Officer	130	J13	(g)
Front of House Records Clerk	798	J06	
Gallery Assistant	246	J08	
Gallery Assistant - Part-Time	246P	J08	
GIS Analyst	791	J13	
GIS Support Clerk	729	J05	
Graphics Coordinator	482	J14	
Hansen Operator	784	J12	
Head Attendant/Cashier (Hourly)	XHA	XHA	
HR Assistant - Training	8	J10	
Human Resources Assistant	648	J10	
Identification Technician-RCMP	218	J12	
Instrumentman 3	118	J13	
Insurance Clerk	454	J10	
IT Security Analyst	739	J16	
Junior Lifeguard Instructor (Hourly)	XJL	XJL	
Lead - Surveyor	776	J15	
Legal Assistant	594	J13	
Licence Inspector	101	J13	
Licence Inspector/Clerk	34	J07	
Lifeguard/Instructor 1	90	J05	(h)
Lifeguard/Instructor 1 (P/T)	090P	J05	
Lifeguard/Instructor 2	91	J08	(h)
Mail Clerk	624	J01	
Mail Room Associate	777	J03	
Maintenance Planner	655	J14	
Major Projects Office Liaison	731	J12	
Mapping Technician	651	J07	
Mapping Technician 1	121	J08	
Mapping Technician 2	119	J11	
Mapping Technologist	573	J12	
Marketing Assistant	757	J09	
Marketing Specialist	732	J14	
Microcomputer Applications Spec2	719	J13	
Museum Coordinator	797	J13	
Museum Curator	484	J16	
Nature Park Assistant	83	J10	
Occupational Health & Safety Advisor	700	J15	
Park Design Technician	597	J11	
Park Planner	213	J18	
Park Planner - Major Projects	802	J15	



## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Parking Program Supervisor	708	J15	
Parking Supervisor	785	J15	
Parks Graphics & Design Tech	810	J13	
Parks Technologist	800	J16	
Payroll Specialist	457	J11	
Payroll Supervisor	109	J15	
Payroll/Purchasing Clerk-RCMP	587	J07	
Permit Centre Clerk	9	J06	
Permit Processing Clerk	195	J06	
Physical Plant Maintenance Wrkr1	65	J11	
Plan Checking Clerk 1	104	J12	
Plan Reviewer	485	J13	
Planner 1	171	J15	
Planner 2	143	J19	
Planner 3	7	J22	
Planner-Analyst	450	J15	
Planning Assistant	762	J08	
Planning Assistant - Mapping	606	J09	
Planning Technician - Design	147	J11	
Playground Area Coordinator (Hourly)	XPA	XPA	
Playground Leader 1 (Hourly)	XP1	XP1	
Playground Leader 2 (Hourly)	XP2	XP2	
Plumbing and Gas Inspector 1	103	J14	
Plumbing and Gas Inspector 2	486	J16	
Point of Sale Analyst	740	J12	
Police Records Clerk	601	J06	
Pool Maintenance Worker	63	J12	(b)
Pool Service Worker	67	J03	(c) (h)
Preventive Maintenance Coordinator	10	J14	
PRIME System Technician	728	J10	
PRIME Systems Clerk	428	J08	
PRIME Systems Clerk	428A	J08	
Programmer-Analyst	43	J14	(h)
Project Coordinator	654	J14	
Property Records Clerk	661	J06	
Public Art Planner	737	J17	
Public Works Clerk	64	J06	
Public Works Clerk	064G	J06	
Public Works Parks Associate	803	J07	
Purchasing Supervisor	712	J19	
Records & Info Management Coord.	571	J11	
Records & Info. Management Analyst	636	J19	
Records & Information Coordinator	447	J13	

## SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Records Analyst	742	J15	
Records Classification Clerk – UD	643	J03	
Records Coordinator	665	J14	
Records Supervisor – RCMP	239	J11	
Recreation Attendant	410	J01	
Recreation Attendant – P/T	410P	J01	
Recreation Facility Clerk	167	J06	
Recreation Facility Clerk	167P	J06	
Recreation Leader 1	74	J09	
Recreation Programmer	49	J09	
Research Officer	491	J11	
Research Officer – P/T	491P	J11	
Research Planner 2	787	J19	
Sanitation/Recycling Assistant	570	J09	
Scheduler – RCMP	782D	J06	
School Programs Coordinator	755	J14	
Senior Business Systems Analyst	649	J21	
Senior Network Analyst	718	J18	
Senior Wellness Coordinator	736	J09	
Special Project	SPRJ		
Supervisor – AP Business App. Analyst	751	J16	
Supervisor – Building Inspections	82	J19	
Supervisor Capital Analyst	789	J18	
Supervisor of Collections	28	J16	
Supervisor – Community Bylaws	214	J15	
Supervisor – Design Services	452	J17	
Supervisor – Inspections	132	J18	
Supervisor – Mapping & Drafting	125	J18	
Supervisor – Mapping & Production	619	J15	
Supervisor – Micro Computer Op	425	J17	
Supervisor of Operations	667	J15	
Supervisor – Permits & Plan Review	111	J18	
Supervisor – Plumbing/Gas Inspection	495	J19	
Supervisor – Surveys	129	J17	
Supervisor – Traffic Signal Systems	165	J18	
Supervisor – Treasury	197	J15	
Supervisor – Utilities	135	J18	
Supervisor – Youth Services	216	J19	
Supervisor – Zoning/Signs	196	J13	
Survey Assistant	786	J07	
Systems Coordinator	720	J19	
Technical Support Specialist – RCMP	659	J14	
Telecommunications Coordinator	652	J14	

SCHEDULE "A" (cont'd)

Description	Job Code	Pay Band	Notes
Telephone Operator	a7	J04	
Traffic Signal Systems Tech.	801	J14	
Traffic Supervisor	140	J17	
Traffic Technician 1	496	J10	
Traffic Technician 2	139	J14	
Transportation Planner	809	J18	
Tree Bylaw Clerk/Inspector	723	J06	
Tree Preservation Official	733	J12	
User Support Clerk	408	J07	
Utilities Inspector	726	J10	
Victim/Witness Crisis Worker	808	J03	
Volunteer Development Coordinator	753	J13	
Web Developer	743	J12	
Website Coordinator	635	J14	
Work Control Centre Clerk	807	J06	
Work Control Centre Coordinator	735	J11	
Youth Outreach Worker	704	J10	
Zoning/Sign Clerk	144	J07	

SCHEDULE "B"

TEMPORARY AND AUXILIARY EMPLOYEES

1. Auxiliary Seniority Pool

A seniority Pool has been established for Auxiliary Employees. Access to the Auxiliary Seniority Pool shall be extended to all Auxiliary Employees **as** follows:

- a) As soon **as** an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List in their section and will be deemed to possess seniority.
- b) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked.
- c) **An** Auxiliary Employee's seniority will be lost as a result of a break in service with the Employer which exceeds twelve calendar months. In-service **hours** are not considered as hours worked for purpose of seniority calculation.
- d) Where pay ranges exist, eligibility for advancement **from** one step to the next (increment) shall be based on the number of hours served by a Regular Full Time Employee for such eligibility.
- e) Vacant shifts will be assigned as follows:
  - i. Lifeguard-Instructors on the Auxiliary Seniority list will be given **first** opportunity to advise the City of their availability for vacant shifts and will be first scheduled into vacant shifts in decreasing order **of** their placement on the Auxiliary Seniority list. All pools will engage auxiliaries for shift selection at the same time. Once a shift is accepted, an employee cannot cancel the shift in favour of a different shift(s) which may become available.
  - ii. For the purpose of scheduling Lifeguard-Instructors, shift scheduling operations will consider "qualifications". In addition to proper certifications, it is understood and agreed that qualifications may include previous experience or capability with a particular group (children, seniors, etc.) or set of instructional classes, rentals, special events, specific gender needs and like considerations. To be eligible for inclusion in shift scheduling, an employee's qualifications must include attendance at "in service training" sessions provided by the City.

SCHEDULE "B" (cont'd)

iii. Disputes as to whether a “qualification” is reasonable will be dealt with by the Labour–Management Committee within five (5) days of a complaint. Failing to resolve at labour management in a timely manner, the union may proceed with a grievance procedure.

f) There ~~are~~ currently six (6) scheduling periods as follow:

- i. Schedule Period 1: Day after Labour Day through to start of the Winter Break.
- ii. Schedule Period 2: Winter (Christmas Break).
- iii. Schedule Period 3: January (end of Winter Break) to start of Spring Break.
- iv. Schedule Period 4: Spring Break.
- v. Schedule Period 5: Spring Break till end of **June**.
- vi. Schedule Period 6: Summer (July/August) through to Labour Day.
- vii. Outside Swimming Pools as determined by Operations

The City and Union will consult should there be a need for additional schedule periods and for ensuring the adequacy of the time frames utilized for selection and notification of scheduling. Availability forms will be issued no later than 45 days prior to the beginning of the next scheduling period. The assignment of shifts will conclude with a completed schedule posted **no** later than 10 days prior to the scheduling period.

Should problems arise from the scheduling processes, the Union will initially bring the specifics of such issues **to** Labour-Management for resolution. The Labour-Management meeting will be convened within five (5) days of the Employer being advised of a problem. In the event the matter is not resolved in a timely matter, the Union may proceed with a grievance procedure.

- (g) In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last **ones** laid off.
- (h) Other than as might be provided for pursuant to the terms of paragraph 1(i) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (i) **An** Auxiliary Employee having class seniority, and having been laid off, must, if they wish to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be

SCHEDULE "B" (cont'd)

given preference in hiring for future vacancies within various classes on the basis of class seniority.

- (j) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
- (k) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers their desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where his skills, knowledge and ability are sufficient **so** as to render him qualified, then:
  - (a) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
  - (b) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer shall be appointed.

2. Regular Part-Time and Auxiliary Employees--Benefits and % in Lieu of Benefits

- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits including **those** providing for time off with pay, provided however, that **those** Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this paragraph 2.

SCHEDULE "B" (cont'd)

- (c) (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (i) a payment of ten percent 10% of regular earnings in lieu of vacation and public holiday pay;
  - (ii) Medical, Extended Health, Group Life and Dental on the **same** basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
  - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis **as** the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (iv) WCB coverage on **an** approximate net pay basis after completion of **six** (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (3) commencing on the **first** of the month following the **expiry** of the benefit coverage.
- (3) All Regular Part-Time Employees not covered by paragraph (1) shall be paid **an** amount equal to 12% of **their** regular earnings **which** premium payment shall be considered to **be in lieu** of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of **six** (6) months shall have such pay in lieu of benefits increased to 16% of **their** regular earnings and shall be eligible for the benefits contained in paragraph (4) below.

SCHEDULE "B" (cont'd)

- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid ~~the~~ ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.
- (d) Auxiliary and Regular Part-Time Employees who have been employed for at least thirty (30) calendar days before a statutory holiday and have worked their last scheduled day preceding and their first scheduled day following the statutory holiday will receive pay at one and one-half (1½) times their regular wage for hours worked on the statutory holiday. Employees will ~~be~~ paid at normal overtime rates for any hours worked in excess of normal daily or weekly hours on the statutory 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.
- (e) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of ~~the~~ Auxiliary Employee.
- (f) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (g) (1) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a seven (7) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
- (2) Any employee who is employed ~~as~~ an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a six (6) day week basis, shall be



SCHEDULE "B" (cont'd)

permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.

- (h) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (g) herein.
- (i) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
  - (1) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
  - (2) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
  - (3) With respect to employees of the City of Richmond, in any case where an employee has already performed work on five (5) days during the week, two times for any hours worked on the sixth and seventh days of work in that week.
- (j) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.

3. Employee Status - Conversion Process:

The Parties agree to a system of review to determine, on a case by case basis, whether or not certain positions should be converted from Auxiliary status to Regular Full Time status or Regular Part Time status under the following terms.

The parties will meet every ~~six~~ (6) months to jointly review:

- a) The hours worked by Auxiliary employees;
- b) The historical work pattern of affected employees;
- c) The reasonable predictability of the future employment.

In the event of agreement between the parties that a position should be converted, the Employer will approach Council to obtain necessary approval. If Council rejects the request for conversion, or there is no agreement of the parties, the Union may proceed with the grievance procedure.

SCHEDULE "C"COMPRESSED WORK WEEK FORMULA

With respect to the Unions' proposal in 1977 for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and, if *so*, to what extent compressed work **weeks** should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "C".

It is expressly agreed that the various formulas which are to **be** included within all new Agreements, **are** to be based **upon** the principle that any adjustment **from** a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries **or** benefits received by their employees.

APPENDIX "A"

This is the Appendix referred to in  
Schedule "C" (Compressed Work Week Formula)

Principles Governing the Conversion of Employee Fringe Benefits  
in Cases of Introduction or Renewal of Compressed Work Weeks

In the event that any **of** the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, **from** five (**5**) working days to four (**4**) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week; e.g.  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as  $11 \times$  daily hours as per the 5-day week; e.g.  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. Account shall be taken of the difference in basic annual rest period allowances; e.g.  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$  in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$  in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$  in the case of the 9-day fortnight.
4. Employees shall have at least two **of** their days off in any week consecutive, and such days off shall for purposes of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes **of** overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted **from** working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. 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 8 herein.
7. Notwithstanding any Clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily

APPENDIX "A" to SCHEDULE "C" (cont'd)

required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

8. In order to establish the length **of** the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual **working** hours **less** basic annual public holiday hours and **less** basic annual rest period allowances are to remain the **same** under the compressed work week **as** they were under the standard work week.

The parties will be **free** to decide how to deal with the matter of public holidays in accordance with one or other of the **three** following ways, and their decisions will determine automatically the lengths of the compressed work day and work week

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four **(4)** days in every week of the year with the **sole** exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work **three (3)** days in that week and five **(5)** days in the immediately preceding week.
  - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises **as** to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "A"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, 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.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "D"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

**An** employee hired in 1986 is in their 11th calendar year during 1996. The employee in 1996 will be credited with 5 supplementary working days which may be taken at any time between 1996 and 2000, both years included. In 2001 the employee will be credited with a further 5 supplementary working days, etc.

Notes:

\*The working day entitlement is based upon a five-day work week.

\*\* In the first calendar year of employment, vacation entitlement is prorated based on each employee's start date. Therefore, the entitlement in the first calendar year of service is not identified in the table.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2007 TO 2011 BY YEAR HIRED

<u>Year</u>	<u>ENTITLEMENT YEAR</u>				
	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>2011</u>	--	--	--		**
<u>2010</u>	--	--	--	**	15/-
<u>2009</u>	--	--	**	15/-	15/-
<u>2008</u>	--	**	15/-	15/-	15/-
<u>2007</u>	**	15/-	15/-	15/-	15/-
<u>2006</u>	15/-	15/-	15/-	15/-	15/-
<u>2005</u>	15/-	15/-	15/-	15/-	15/-
<u>2004</u>	15/-	15/-	15/-	15/-	20/-
<u>2003</u>	15/-	15/-	15/-	20/-	20/-
<u>2002</u>	15/-	15/-	20/-	20/-	20/-
<u>2001</u>	15/-	20/-	20/-	20/-	20/5
<u>2000</u>	20/-	20/-	20/-	20/5	20/-

## SCHEDULE "D" (cont'd)

Year	ENTITLEMENT YEAR				
	2007	2008	2009	2010	2011
Hired					
1999	20/-	20/-	20/5	20/-	20/-
1998	20/-	20/5	20/-	20/-	20/-
1997	20/5	20/-	20/-	20/-	20/-
1996	20/-	20/-	20/-	20/-	25/5
1995	20/-	20/-	20/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-
1992	25/5	25/-	25/-	25/-	25/-
1991	25/-	25/-	25/-	25/-	25/5
1990	25/-	25/-	25/-	25/5	25/-
1989	25/-	25/-	25/5	25/-	25/-
1988	25/-	25/5	25/-	25/-	30/-
1987	25/5	25/-	25/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-
1976	30/-	30/-	30/-	30/-	30/5
1975	30/-	30/-	30/-	30/5	30/-
1974	30/-	30/-	30/5	30/-	30/-
1973	30/-	30/5	30/-	30/-	30/-
1972	30/5	30/-	30/-	30/-	30/-
1971	30/-	30/-	30/-	30/-	30/5
1970	30/-	30/-	30/-	30/5	30/-

SCHEDULE "E"EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 09, the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours **free** from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled **so** as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one month following 1984 July 9th **Regular Part-Time** and Auxiliary Employees shall not work more than five (5) consecutive hours without **an** unpaid eating period.

## LETTERS OF AGREEMENT

For reference and ease of communication purposes, the following Letters of Agreement are displayed with the current collective agreement. It is the intention of both Parties that Letters of Agreement be for **the** express purpose of defining and/or clarifying an issue with joint resolution during the time **frame** between collective agreement negotiation. Renewal provisions are defined within the body of each individual Letter of Agreement.

Should there be mutual agreement by both parties to create, terminate, or otherwise amend documented Letters of Agreement at a time other than formal collective bargaining, it is agreed that such action is to be accomplished via use of the Labor-Management Committee.

**The** following Letters of Agreement are displayed in their entirety:

1. Hours of Work Re: Aquatic Reorganization
2. Hours of Work - Flexible Blocking System - **Parks** and Recreation
3. Hours of Work - Flexible Blocking System - License Inspector - Special Projects
4. Aquatic RPT's Having 8 Hours Between Occasional Shifts
5. Discount **on** Registration **Fees** for Lifeguard Recertifications
6. Cooperative Education Training **Program** (CEPT)
7. 2010 Olympic and Paralympics Winter Games
8. Job Evaluation / Classifications - Reclassification
9. Hours of Work - Flexible Blocking System - RCMP Crime Prevention / Victim Services



## Letter of Agreement #1

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**City of Richmond and CUPE Local 718****RE: Hours of Work re Aquatics Reorganization**

The purpose of this letter is to define the flexibility of the Employer with respect to adjusting regular position shifts for Lifeguard Instructor I and II's and Cashier/Receptionists.

The Union and Employer agree to the Employer being able to adjust regular position shifts for Lifeguard Instructor I and II's and Cashier Receptionists by a maximum of **one** hour with the following understanding:


a) A minimum of two week's written notice will be provided to the employee.

b) This agreement on flexibility is given without prejudice to the current Collective Agreement and to either parties' position on the application of letter 'h' in Schedule A of the Collective Agreement.

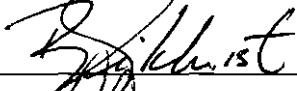
This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

Termination of this Letter of Agreement may be initiated by either **Party** providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period **as** the current Collective Agreement with renewal, amendment **or** termination being an issue for discussion at collective bargaining.

For City of Richmond

  
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For CUPE, Local 718

  
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Letter of Agreement #2  
 City of Richmond and CUPE Local 718

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**RE: HOURS OF WORK - FLEXIBLE BLOCKING SYSTEM**  
**PARKS AND RECREATION**


1. The purpose of this Letter of Understanding is to have a system that reflects the operational needs of work that relate to the leisure services field. Such a Letter of Understanding would ensure that the operational needs are met and that the contract and the practice are congruent. The operational needs will vary and thus will be scheduled on a bi-weekly basis.
2. This system would be open to Regular Full-Time and Temporary Full-Time Employees. (Item 8 lists the current positions which would be part of this agreement.)
3. Hours are to be scheduled by mutual agreement between the employee and the supervisor by pay period at least ten (**10**) days in advance of the beginning of the schedule”
4. Failure of both the employee and supervisor to agree to hours is subject to review by another Manager within the Community Services Division chosen by the employee. This Manager will decide on that particular schedule.
5. If the process outlined in #4 above occurs twice within **six (6)** months a committee made up of three (**3**) representatives (one (**1**) Union representative, **one (1)** Manager, and one (**1**) representative mutually agreed upon) will meet to examine the issue and resolve the ongoing issue.
6. Each pay period will be for seventy (**70**) hours over fourteen (14) days made up of a minimum of one (1) 4-hour block and a maximum of three (**3**) 4-hour blocks per day. After the initial 4-hour block, the blocking may be made up of either **2, 3.75** or 4-hour blocks. There will be a minimum of a thirty minute unpaid break between blocks.
7. Unscheduled hours that **are** worked are to be considered overtime and are subject to current contract provisions.
8. The list of classes to be covered by this Letter of Understanding are as follows:
 

Coordinator • Leisure Services	Coordinator • Cultural Services
Museum Curator	Manager, Heritage Sites
Coordinator • Special Needs	Coordinator - Nature Park
Community Facilities Coordinator	Recreation Programmer
Aquatic Supervisor	Aquatic Leader
Supervisor, Arena & Concessions	Arena Maintenance Supervisor
Nature Park Assistant	Cultural Assistant
Seniors Program Coordinator	Marketing Specialist
Coordinator, Fitness and Wellness	Aquatic Fitness Programmer
Director / Curator Richmond Art Gallery	

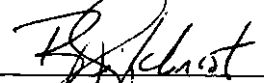
9. For purposes of this Letter of Understanding only mutual agreement is between the employee and the supervisor.
10. Where there is a dispute regarding the application of note (h) of Schedule "A" and this Letter of Understanding for classes set out herein, this Letter of Understanding shall supersede note (h).
11. This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

Termination of this Letter of Agreement may be initiated by either ~~Party~~ providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

**For City of Richmond**

  
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**For CUPE, Local 718**

  
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Letter of Agreement #3


City of Richmond and CUPE Local 718

RE: HOURS OF WORK - FLEXIBLE BLOCKING SYSTEM  
LICENSE INSPECTOR - SPECIAL PROJECTS

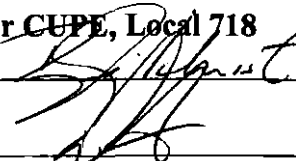
1. The purpose of this Letter of Understanding is to have a system that reflects the operational needs of work that relate to the License Inspector - Special Projects. Such a Letter of Understanding would ensure that the operational needs are met and that the contract and the practice are congruent. The operational needs will vary and thus will be scheduled on a bi-weekly basis.
2. Hours are to be scheduled by mutual agreement between the employee and the supervisor by pay period at least ten (10) days in advance **of the beginning of the schedule**"
3. Failure of both the employee and supervisor to agree to hours is subject to review by another Manager in the Finance Division chosen by the employee. This Manager will decide on that particular schedule.
4. If the process outlined in #4 above occurs twice within **six (6)** months a committee made up of three (3) representatives (one (1) Union representative, one (1) Manager, and one (1) representative mutually agreed upon) will meet to examine the issue and resolve the ongoing issue.
5. Each pay period will be for seventy (70) hours over fourteen (14) days made up of a minimum of one (1) **4-hour** block and a maximum of three (3) 4-hour blocks per day. After the initial 4-hour block, the blocking may be made up of either **2, 3.75** or 4-hour blocks. There will be a minimum of a thirty minute unpaid break between blocks.
6. Unscheduled hours that are worked are *to* be considered overtime and are subject to current contract provisions.
7. For purposes of this Letter of understanding only mutual agreement is between the employee and the supervisor.
8. This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

Termination of this **Letter** of Agreement may be initiated by either Party providing **60** days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the **same** period **as** the current Collective Agreement with renewal, amendment-or-termination being an issue for discussion at collective bargaining.

For City of Richmond

  
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For CUPE, Local 718

  
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Letter of Agreement #4

City of Richmond and CUPE Local 718

Re: AQUATIC RPT'S HAVING 8 HOURS BETWEEN OCCASIONAL SHIFTS


Notwithstanding Clause 5(g) - Hours of Work and Work Week, it is agreed regular part time employees in the Aquatics section of Parks, Recreation and Cultural Services may voluntarily accept auxiliary shifts of a non-regular scheduled nature provided no less than eight (8) hours has elapsed prior to cessation of work on the regularly scheduled shift and the commencement of work on this extra shift.

Both parties will evaluate the program at the end of a one year period and make a decision on continuance, amendment or termination using the Labor-Management Meeting process to discuss and document same

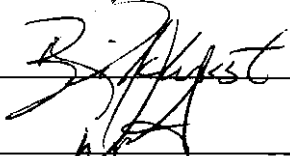
This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

For City of Richmond

  
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For CUPE, Local 718

  
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Letter of Agreement #5  
**City of Richmond and CUPE Local 718**

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**RE: DISCOUNT ON REGISTRATION FEES FOR LIFEGUARD RE-CERTIFICATIONS**

Registration fees to City of Richmond aquatic staff will be subject to a twenty-five per cent (25%) discount on regular price fees established for Lifeguard Instructor award re-certifications only.

This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

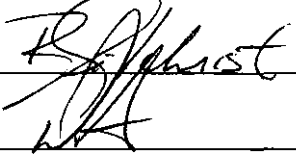
Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

**For City of Richmond**



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**For CUPE, Local 718**



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## Letter of Agreement #6

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City of Richmond and CUPE Local 718

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RE: COOPERATIVE EDUCATION TRAINING PROGRAM (CETP)

The purpose of this letter is to establish the conditions and salary rate process for students hired under the Cooperative Education Training Program (CETP) with the City of Richmond.

It must be noted and emphasized this letter of agreement does **not** apply to students hired into temporary or **regular** full-time positions. Students hired into those positions to carry out the principal duties of a position shall be classified accordingly and paid according to the rate established for that position.

This CETP will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution and selection methods will be determined by the Human Resources Division in co-ordination with the procedures of the participating post-secondary institution. The length of appointment for students under this article will correspond to the requirement of their academic program. Employees hired under the CETP shall be assigned work that augments their field of study.

The CETP will be administered by the Human Resources Division in concert with the employing department(s). No more than two CETP students will be employed in any one department; exceptions to this principle require advance discussion and mutual agreement of the Union. CUPE 718 is to be kept informed of the status of the CEPT via the Labour-Management Meeting process and any issues or amendments to this LOA will be discussed and resolved in that forum.

CETP students are not **part** of the established work force, but will be classified as temporary full time (TFT) for payroll and HR administrative purposes. No CETP students will be employed where it would result in a layoff or failure to recall a qualified employee.

CEPT students, irrespective of field of study, will be paid at the rate of pay grade 17, step 5. This pay provision may have to be adjusted upon implementation of the Richmond Job Evaluation Program, but any needed adjustments will be discussed at Labour-Management.

Both the City and Union agree that employment of CEPT students is in part subject to the terms and conditions of the Co-operative Education Program of the educational institution as well as the Collective Agreement. Human Resources will document **those** conditions of employment in any letters of acceptance to successful students and provide the Union with a copy. Any concerns will be dealt with at Labour-Management Meetings.

This Letter of Agreement will remain in effect for the following term: January 1, 2007 to December 31, 2011.

Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean

Letter of Agreement #6 (cont'd)

continuance **of** this Letter **of** Agreement **for** the same period as the current Collective Agreement with renewal, amendment **or** termination being an issue **for** discussion at collective bargaining.

**For City of Richmond**

  
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**For CUPE, Local 718**

  
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Letter of Agreement #7

**City of Richmond and CUPE Local 718**

2010 OLYMPIC AND PARALYMPICS WINTER GAMES

WHEREAS the 2010 Olympic and Paralympics Winter Games (the "Games") have the potential of disrupting the workplace, schedules, conditions of employment and collective agreement provisions between the City of Richmond (the Employer) and CUPE Local 718 (the Union); and

WHEREAS the parties wish to minimize these disruptions;

The Employer and the Union agree that the following terms and conditions shall apply to all employees assigned to work at "Designated Facilities and Sites" during the period covered by the "Games" and may be applied to test events, practice sessions, other sponsored events directly related to the "Games", training or shut down of operations as necessitated by the "Games".

1. The CUPE Local 718 Collective Agreement with the Employer shall apply except as temporarily varied ~~through~~ this Letter of Understanding (LOU).
2. Designated Facilities and Sites
  - (a) The Employer shall ~~set~~ the hours of operation and designate the facilities and practice facilities and other sites (the "Designated Facilities and Sites") to be used in preparation for and in conjunction with the 2010 Olympic and Paralympics Winter Games and other sponsored events and celebrations ~~as directed by VANOC~~. The Union shall be notified, in writing, of the hours ~~of~~ operation and designated facilities immediately upon the Employer making such determinations. Both Parties acknowledge that changes may be forthcoming to dates ~~and/or~~ start and finish times of anticipated test events, practice sessions, and /or other sponsored events and if an extension or change of time and date is needed, it shall not be unreasonably withheld.
  - (b) It is recognized that "Designated Facilities and Sites" may include some or all of the grounds, ~~parking~~ and adjoining sites and structures around or near a building and may also include open space locations or plazas (including parking areas) designated for ~~use~~ as part of the "Games" and any associated events and Celebrations. It is also understood that a "Designated Facility and Site" may include only a portion of a building or site.
  - (c) VANOC will have exclusive ~~use~~ of "Designated Facilities and Sites" as assigned by the Employer during the period of the "Games" from (\_\_\_\_\_) ~~through~~ to (\_\_\_\_\_), both dates inclusive. "Designated Facilities and Sites" may also be used exclusively by VANOC or the Employer ~~or~~ designated for purposes such ~~as~~ training, test ~~events~~, practice sessions and other sponsored events and celebrations leading up to, during and as part of

Letter of Agreement #7 (cont'd)

the shut down process following conduct of the "Games". (For the purposes of this LOU all of the above constitutes the "Exclusive Use Period".)

- (d) If the City of Richmond determines to staff the facility(s) with members of the bargaining unit, the City will give CUPE Local 718 recognition on any commencement plaque(s) attached to the building.

3. Employees Working at the Facilities and Practice Facilities

- (a) No regular or temporary employee working at the "Designated Facilities and Sites" shall suffer loss of regular pay as a result of this LOU.
- (b) The Employer shall designate the positions that will work at the "Designated Facilities and Sites" during the periods that VANOC has exclusive use. The Union shall be advised, in writing, of the positions required immediately upon the Employer making that determination.
- (c) Employees in the positions designated to work at the "Designated Facilities and Sites" who do not wish to work at such "Designated Facilities and Sites" during the "Exclusive Use Period" shall be reassigned to other work with no loss of earnings providing there are no other reasons unrelated to VANOC's use of the "Designated Facilities" that would otherwise affect their continued access to employment during these periods. Where such reassignment is not desirable to the employee, the employee may utilize accrued vacation or overtime banks, make arrangements with the City to work compressed days before and/or after the "Exclusive Use Period" or accept an approved unpaid leave of absence.
- (d) Prior to utilizing the services of volunteers or any non-bargaining unit personnel, VANOC shall use regular CUPE Local 718 members who are normally assigned to that building to perform work in the "Designated Facilities and Sites" that is usually performed by employees in the bargaining unit during the "Exclusive Use Period" subject to the right to refuse work in (c) above.
- (e) The Employer will wherever possible maintain the normal hours of work for Employees. Where this is not possible due to the "Games", the normal overtime, shift differential etc. provisions of the Collective Agreement will apply. In addition, the Employer will provide at least seventy-two (72) hours notice to Employees who are required to change their normal hours of work to accommodate the "Games". The Union will be provided with written notice of the change of hours of work.

Letter of Agreement #7 (cont'd)

It is understood that employees so utilized will have no entitlement with respect to overtime work and VANOC may elect to utilize non-City employees or volunteers to perform work that could otherwise be performed by City employees as overtime work. However, it is expected that overtime contiguous to a regular shift will be worked by the employee provided it is not expected to be of a duration that would easily enable VANOC to utilize a replacement at straight time.

- (f) VANOC and/or the City will ensure that employees selected to work within a “Designated Facility and Site” will receive the venue and job specific training/orientation in the required procedures and/or methods of operation.
- (g) The Employer will approach VANOC to explore the feasibility of allowing appropriate bargaining unit members the opportunity to observe or receive training/orientation from specialized personnel engaged in procedures/methods of operation that are not commonplace in public venues (a descriptive example is the skill of ice-making for curling, ice hockey, speed and/or figure skating). Such opportunities will be on a volunteer basis with no cost to VANOC or the Employer.

#### 4. Security Clearances

- (a) Any required security checks or clearances for Employees shall be strictly voluntary. Any Employee who **refuses** to undergo a security check, or who fails to pass a security check, shall be reassigned to other work with the Employer without loss of pay, benefits or seniority. Where such reassignment is not desirable to the employee, the employee may utilize accrued vacation or overtime banks, make arrangements with the City to work compressed days before and/or after the “Exclusive Use Period” or accept an approved unpaid leave of absence.
- (b) With the consent of the employee, the Employer will provide the names of employees required to undergo the security check to VANOC or their designate. Employees who are to work within a “Designated Facility and Sites” must provide the necessary personal/background information requested by VANOC or its delegate to enable the chosen process for the security check. who will forward the names to the RCMP. **The** RCMP will advise VANOC of the results of the security check (On the basis of a “pass” or a “fail” only.). VANOC will advise the Employer of the names of the employees who have passed the security check. No further information regarding the security checks will be provided to the Employer by VANOC or by the RCMP.

Letter of Agreement #7 (cont'd)

- (c) The Employer will make no inquiries of any party, including the employee, and will take no action whatsoever in respect to employees who do not pass or agree to the security check.
- (d) There shall be no charges or fees to the employees with respect to the security checks.

5. Working Conditions

- (a) During the “Exclusive Use Period”, the Hours of Work for all employees working at the “Designated Facilities and Sites” shall be in accordance with the applicable collective agreement subject to 3 (e) above.

6. Uniforms

- (a) Employees working at the “Designated Facilities and Sites” during the “exclusive Use Period” or at other sponsored events may be required to wear issued uniforms.
- (b) All costs of cleaning/maintaining the uniform will be borne by the Employer.
- (c) Employees may wear a CUPE 718 lapel pin on their person provided the wearing of such a device is allowed pursuant to arbitral jurisprudence.

7. Direction of Employees

- (a) The Employer shall assign at least one excluded employee of the Employer to be in attendance ‘on-site’ at each “Designated Facilities and Sites” for the duration of the “Exclusive Use Period”. That excluded employee may provide direction to the Employer’s employees, but employees are also expected to take direction from any authorized managerial representative of VANOC so designated as responsible for the area of operations within which the employee is assigned.

Employees are not expected to be assigned tasks by VANOC representatives that are outside the area of their assignment, expertise and/or training. If the employee is concerned, any such task should be reviewed with the Employer’s excluded employee.

8. Consultation

- (a) During the build up to the “Games”, the Employer will meet with the Union to discuss issues related to this LOU, including keeping the Union informed of locations that may be used as “Designated Facilities and Sites”.

Letter of Agreement #7 (cont'd)9. Dispute Resolution

- (a) In the event of a dispute concerning any matter addressed in this LOU, or in the event of any dispute related to the “**Games**”, either party shall put the issue, in writing to, in the case of the Union having a dispute, the General Manager of Corporate Services, or in the case **of** the Employer having a dispute, the President of the Union.
- (b) The parties will meet immediately upon receipt of the matter in dispute.
- (c) In the event the matter is not resolved within twenty-four (24) hours of the meeting in (a) above, the dispute shall be referred to Mr. V i c e Ready (or an alternate **as** agreed by the parties) as single mediator/arbitrator with a view to having a hearing and verbal decision rendered within the next 24-hour period.
- (d) In Mr. Ready refuses the appointment, is not available, **and/or** the parties are not able to agree **on** an alternate mediator/arbitrator, the Labour Relations Board **of** BC shall be requested to appoint a Settlement Officer. The Settlement Officer shall enjoy all the rights and authority of an arbitrator appointed pursuant to the collective agreement.
- (e) The mediator/arbitrator will be requested to meet as soon **as** possible to resolve the dispute. The parties agree to make themselves available on weekends and after normal working hours.
- (f) The mediator/arbitrator will conduct a hearing and make inquiries into the details of the dispute, and will attempt to obtain a consensus to resolve the matter by way of Consent Order. Failing a consensus, the mediator/arbitrator will make a final and binding decision.
- (g) The mediator/arbitrator will give a verbal decision upon conclusion of the hearing, with a written decision to follow within ten (10) days.
- (h) The mediator/arbitrator will give weight and consideration to the intent **of** the parties to minimize any disruptions experienced by employees in respect of scheduling, hours of work, working conditions and collective agreement provisions.
- (i) The mediator/arbitrator will determine the conduct of the hearing. The parties intend a short, informal hearing without case law citations **or** extensive evidentiary matters.
- (j) The parties will share equally the **fees** and expenses **of** the mediator/arbitrator.

Letter of Agreement #7 (cont'd)

- (k) All decisions of the mediator/arbitrator arising from this LOU are without prejudice to both the Employer and the Union in any and all future matters not related to this LOU and the "Games". They will not be referred to in any proceeding or matter not arising from this LOU.

10. Term of Letter of Understanding


- (a) This Letter of Understanding is attached to and forms part of the collective agreement effective January 1, 2007. It shall continue in full force and effect until the "Exclusive Use Period" has concluded, or until all disputes arising under this LOU are resolved, whichever is later.

11. Miscellaneous

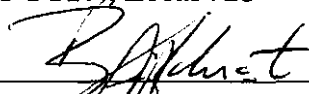
- (a) In the event the Employer or their authorized representatives are invited to make public appearances or statements in conjunction with the "Games", the Employer will provide speaking notes that agrees to acknowledge publicly the support of and participation in the putting on of the "Games" by members of the Canadian Union of Public Employees, Local 718.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**For City of Richmond**

  
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**For CUPE, Local 718**

  
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Letter of Agreement #8  
 City of Richmond and CUPE Local 718

JOB EVALUATION/CLASSIFICATIONS—RECLASSIFICATION

WHEREAS: The Parties have undertaken a process to create and implement a 'classification and job evaluation plan' for employees covered by the collective agreement between CUPE Local 718 and the City of Richmond; and

WHEREAS: The 'classification and job evaluation plan' has not been agreed to or ratified by the Parties; and

WHEREAS: The collective agreement expiring December 31, 2006 may be re-negotiated and ratified by the Parties before the "Job Evaluation Agreement" is agreed to and ratified by the Parties; and

WHEREAS: The collective agreement expiring December 31, 2006 references the 'classification and job evaluation plan' which is not in effect; and

WHEREAS: The Parties do have in effect a process for the posting, classification and re-classification of new positions and positions having major changes in duties pending agreement and ratification of the "Job Evaluation Agreement".

THEREFORE IT IS AGREED this Letter of Understanding will be attached to and form part of the collective agreement effective January 1, 2007 and provides that the following language, effective December 1, 2007, is incorporated into the collective agreement:

CHANGES IN CLASSIFICATION

The Employer shall prepare a new job description (Job Profile and Questionnaire) whenever a job is created or whenever the duties of a job change. Where the City, the Union and/or an employee, feels a job is incorrectly classified or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The grievance will be submitted to step 2 of the grievance procedure. The new rate shall become retroactive to the time the new position was first filled by the employee or from the date of the Human Resource date stamp signifying a request for reclassification in the event of incorrect classifications. Requests for reclassification will **not** predate the implementation date of this clause.

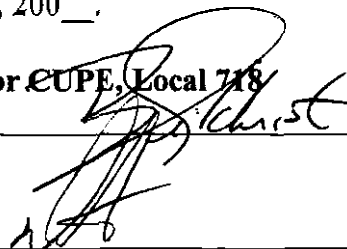
This Letter of Understanding and the provisions contained therein are void and of no effect upon ratification of the new 'classification and job evaluation plan'.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

For City of Richmond



For CUPE, Local 718



## Letter of Agreement #9

## City of Richmond and CUPE Local 718

**HOURS OF WORK - FLEXIBLE BLOCKING SYSTEM**RCMP - Crime Prevention/ Victim Services

1. The purpose of this Letter of Understanding is to have a system that reflects the operational needs of work that relate to the RCMP Crime Prevention/Victim Services Section. Such a Letter of Understanding would ensure that the operational needs are met and that the contract and the practice are congruent. The operational **needs** will vary and thus will be scheduled on a bi-weekly basis.
2. This system would be open to Regular Full-Time and Temporary Full-Time Employees. (Item 8 lists the current positions which would be part of this agreement.)
3. **Hours** are **to** be scheduled by mutual agreement between the employee and the supervisor by pay period at least ten (10) days in advance of the beginning **of** the schedule”
4. Failure of both the employee and supervisor to agree to hours is subject to review by another Manager within the Community Services Division chosen by the employee. **This** Manager will decide on that particular schedule.
5. **If** the process outlined in #4 above occurs twice within six (**6**) months a committee made up of three (**3**) representatives (one (1) Union representative, one (1) Manager, and one (1) representative mutually agreed upon) will meet to examine the issue and resolve the ongoing issue.
6. Each pay period will be for seventy (70) hours over **fourteen** (14) days made up of a minimum of one (1) **4-hour** block and a maximum of three (**3**) 4-hour blocks per day. After the initial **4-hour** block, the blocking may be made up **of** either 2, 3.75 **or** 4-hour blocks. **There** will be a minimum of a thirty minute unpaid break between blocks.
7. Unscheduled hours that are worked are to be considered overtime and **are** subject to current contract provisions.
8. The following positions working in the RCMP Crime Prevention / Victim Services Section will work a flexible blocking system **as** currently used in Parks, Recreation and Cultural Services:
 

Auxiliary Constable Program Coordinator  
Supervisor, Youth Services  
Counsellor, Youth Services  
Coordinator, Victim/Wellness Services
9. For purposes of this Letter of Understanding only mutual agreement is between the employee and the supervisor.

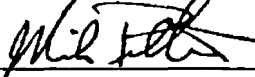


Letter of Agreement #9 (cont'd)

10. Where there is a dispute **regarding** the application of note (h) of Schedule "A" and this Letter of Understanding for classes set out herein, this Letter of Understanding shall supersede note (h).
11. **This** Letter of Agreement **will remain** in effect for the following term: **January 1, 2007** to **December 31, 2011**.

Termination of this Letter of Agreement may be initiated by either **Party** providing **60 days** written notice prior to the above-noted expiry date. **Failure** to provide written notice **will mean** continuance **of** this Letter of Agreement for the same period **as** the current Collective Agreement with renewal, amendment or termination being **an** issue for discussion at collective **bargaining**.


**For City of Richmond**



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**For CUPE, Local 718**



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