

**THE CANADIAN UNION
OF
PUBLIC EMPLOYEES, LOCAL 387
and
CITY OF NEW WESTMINSTER
and
NEW WESTMINSTER LIBRARY BOARD
and
NEW WESTMINSTER POLICE BOARD**



**Collective Agreement
2020 – 2021**

**CITY OF NEW WESTMINSTER,
NEW WESTMINSTER LIBRARY BOARD AND
NEW WESTMINSTER POLICE BOARD**

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This Agreement made the 19th day of March in the year Two Thousand and Twenty-One

BETWEEN:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER and THE NEW WESTMINSTER LIBRARY BOARD and THE NEW WESTMINSTER POLICE BOARD
(hereinafter called the "Employers"),

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387
(hereinafter called the "Union"),

OF THE SECOND PART

1. GENERAL

1.1 Coverage

WHEREAS the Employers are Employers within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the bargaining agent for employees at New Westminister, British Columbia, except those for whom the City of New Westminister Police Officers' Association, the City of New Westminister Firefighters' Union (Local Number 256 of the International Association of Firefighters), the International Brotherhood of Electrical Workers, Local Number 213, are certified; and those excluded by the Labour Relations Code;

THIS Agreement will constitute the wages and working conditions for the employees so certified.

1.2 Term of Agreement

This Agreement will be for a term of two (2) years with effect from 2020 January 01 to 2021 December 31, both dates inclusive. The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code will be excluded specifically from and will not apply to the new Collective Agreement.

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, this Agreement will 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, neither party will 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 Employers can lawfully lock out in accordance with provisions of Part 5 of the Labour Relations Code; or
 - c) The parties will have concluded a renewal or revision of this Agreement or will have entered into a new Collective Agreement;
- whichever is the earliest.

1.3 Definitions

- a) **Probationary employees** will mean and include all employees employed during the first six (6) cumulative months of service in any position. Refer to Article 4.1.
- b) A **Regular Full-Time Employee** is an employee who is employed on a Full-Time basis of thirty-five (35), thirty-seven and one-half (37.5), forty (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.
- c) A **Regular Part-Time Employee** is an employee working in a classification for one-half (0.5) or more of a regular weekly schedule of hours associated with that specific Full-Time classification (for either Inside or Outside classes) for an indefinite period of time.
- d) An **Auxiliary Employee** is an employee who is called to work to backfill positions made vacant for temporary reasons (e.g. Vacation, Sick Leave, Leave of Absence, temporary peaks in workload, etc.) and/or called to work in irregularly scheduled hours to meet operational need.
- e) A **Permanent Employee** is any employee who has completed over six (6) cumulative months of worked service.
- f) A **Temporary Full-Time Employee** is employed on a Full-Time basis as set forth in the definition "Regular Full-Time Employee" for a definite period of time up to a maximum of three (3) years. In the event the work extends beyond three (3) years, the position and the incumbent become permanent and the incumbent is recognized as a Regular Full-Time Employee. Seniority is set at the start date of the assignment.
- g) A **Temporary Part-Time Employee** is employed on a part-time basis as set forth in the definition "Regular Part-Time Employee" in an assignment for a definite period of time up to a maximum of three (3) years. In the event the work extends

beyond three (3) years, the position and the incumbent become permanent and the incumbent is recognized as a Regular Part-Time Employee. Seniority is set at the start date of the assignment.

- h) The Employer will review the use of Auxiliary and Temporary hours scheduling annually with the Union to ensure compliance with the Collective Agreement's application of these hours.

1.4 Diversity, Equity and Inclusion

The Employer and Union are committed to supporting a diverse, equitable and inclusive workplace for everyone.

1.5 Duty to Accommodate

The Employers and the Union recognize their duty to accommodate.

1.6 Respectful Workplace

The Employer and the Union agree to abide by the Human Rights Act, and specifically agree that there shall be no discrimination practiced by either party. The Employer and the Union agree to prevent behaviour which constitutes harassment or discrimination and to safeguard against harassing or discriminatory behaviour through the implementation of policy and education. The Employer will consult with the Union on any revisions and/or updates to the Respectful Workplace and Human Rights Policy.

1.7 Whistleblowing Protection

No employee shall be dismissed, disciplined, penalized or intimidated for making a report in good faith about any violation regarding WorkSafeBC, City Policies, or any other violation by the Employer, providing the Employer is notified of the alleged violation first.

2. UNION SECURITY

- a) Every employee covered by this Agreement will, within thirty (30) calendar days of commencing employment with the Employers, become a member of the Union.
- b) Any present employee who at the date of this Agreement is a member of the Union, and

- c) Any employee who after the date hereof will become or be reinstated as a member of the Union, will as a condition of continued employment maintain membership in good standing in the Union and upon receipt of a notice from the Union that such person has ceased to be a member of the Union, the Employers agree to give such person one (1) month's notice of dismissal in writing.
- d) PROVIDED HOWEVER that the Employers will not be called upon by the Union to dismiss an employee by reason of them ceasing to maintain membership in the Union except in the case of nonpayment of dues or assessments or a fine properly imposed by the Union. In the case of a fine, the Union agrees to furnish the Employers with the reason for the imposition of the fine and in the event that the Employers disagree with such reason, the matter may be referred to an arbitrator appointed as per Article 16(f) of this Agreement.
- e) All employees covered by the Union Certificate of Bargaining Authority will, irrespective of membership in the Union, pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction will become effective on the first day of the month coincident with or next following the date of appointment, but the deduction will be made only if the employee is still in the employ of the Employers on the final day of the first pay period in that month. This arrangement will remain in effect for so long as this Union remains the recognized bargaining authority.
- f) As a condition of employment, every new employee will, within the first six (6) months of service, file a Certificate of Birth or other satisfactory proof of age as may be required by the Employers.
- g) The Employer and the Union agree to abide by the terms set out in this Collective Agreement. No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or Employer representatives.

3. SENIORITY

3.1 Definition

- a) In making promotions, demotions and transfers, the required knowledge, ability and skills for the position will be the primary consideration. When two (2) or more applicants are equally qualified for the position, seniority will be the determining factor.

- b) No employee will have any rights based on seniority until they have completed the probationary period, except as provided in Article 3.2 herein. Upon completion of the probationary period in the case of an employee in an established position, the employee's seniority will be based on the total length of continuous service with the Employers and will be maintained and accumulated during:
 - i) Absence due to layoff, providing the period of layoff does not exceed twelve (12) continuous months;
 - ii) Absence due to bona fide sickness or accident;
 - iii) Authorized leave of absence.
- c) An employee will lose their seniority for any one of the following reasons:
 - i) If the employee leaves or resigns from their service to the Employers;
 - ii) If the employee is discharged for cause and is not reinstated;
 - iii) If continuously laid off because of lack of work for a period of more than twelve (12) continuous months.
- d) The Employers will on January 01 of each year provide the Union with an employee seniority list for Regular Full-Time and Regular Part-Time employees.
- e) In calculating the seniority order of employees that are hired on the same day, the senior employee will be determined on the basis of which employee has previously worked for the Employers, and in the event both employees previously worked for the Employers or neither employee previously worked for the Employers, then the older employee will be senior.

3.2 Seniority Pools

a) Regular Seniority Pool

Access to the Regular Seniority Pool will be extended to:

- i) all Regular Full-Time employees upon completion of a six (6) month probationary period;
- ii) Auxiliary employees employed in one (1) class of position upon the expiration of one (1) year of Full-Time continuous employment inclusive of three (3) weeks of unpaid breaks in lieu of normal vacation;
- iii) Auxiliary employees employed in more than one (1) class of position upon the expiration of eighteen (18) months of Full-Time continuous employment;

- iv) Auxiliary employees employed in one (1) class of position upon the expiration of eighteen (18) months of full-time continuous employment if due to backfilling a Maternity/Parental Leave that may have been combined with Vacation and/or Sick Leave;
- v) 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 will be credited with their full period of service or all hours worked since their first day of employment in one (1) or other of the eligible categories, (i.e., Regular Full-Time, Regular Part-Time or Full-Time continuous service as an auxiliary employee).

b) Auxiliary Seniority Status

Access to each Auxiliary Seniority Pool will be extended to all Auxiliary employees upon the conditions set forth as follows:

- i) An Auxiliary employee who has worked one thousand (1000) hours within two (2) consecutive calendar years, will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
- ii) Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
- iii) An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which they work in accordance with the numbers of hours worked in a position within such class.
- iv)
 - a) An Auxiliary employee's seniority will be lost as the result of a break in service with the Employers which exceeds one (1) year.
 - b) Library Auxiliary employee's seniority will be lost as a result of a break in service with the Employer which exceeds six (6) months.
- v) Where pay ranges exist, eligibility for advancement to the next increment will be based on the number of hours served by a Regular Full-Time and Temporary Full-Time employee for such eligibility.
- vi) Class Seniority is to be exercised within the following units:
 - Animal Services and Parking Services
 - Anvil Centre
 - Aquatics Facilities – Indoor and Outdoor

Century House, Youth Services and Parks and Recreation Department
Clerical Staff
Centennial Community Centre and Queensborough Community Centre
City Hall – All Departments
Concession Operations
Cultural Services – Anvil Centre, Irving House, Museum and Archives,
Samson V
Engineering Department – Outside Employees
Fire & Rescue Services
Library
Parks and Recreation Department – Outside
Police Services
Queens Park Arena, Moody Park Arena and Skate Shop Operations
Queens Park Arenex
Queens Park Petting Farm and Playground Services

- vii) 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 the greatest seniority within the class will be the last ones laid off.
- viii) Other than as might be provided for pursuant to the terms of Article 3.2(b) (vii) herein, no Auxiliary employee will have the right to bump another employee after having been laid off.
- ix) 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 themselves with the Employers for future Auxiliary employment in which case they will be given preference in hiring for future vacancies within various classes on the basis of their class seniority.
- x) Registration for future Auxiliary employment will be made upon a standard application for employment 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 Employers and both the applicant and the Union will be provided with a copy by way of receipt.
- xi) When an Auxiliary employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registered their desire to be taken into consideration for Auxiliary work in a class for which they do not possess class seniority, they will be taken into consideration for appointment to a position within such new

class on the basis of their skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where their skills, knowledge and ability are sufficient so as to render themselves qualified, then if the Auxiliary employee is the only registered and qualified applicant they will be appointed to the said position;

If the Auxiliary employee is one of several registered and qualified applicants, the appointment to the said position will 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 Employers, will be appointed.

3.3 Layoffs and Recall

- a) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employers, the Employers will notify employees who are to be laid off at least sixty (60) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the sixty (60) calendar days referred to above, they will be paid for those days for which work was not made available. The aforementioned sixty (60) calendar days notice will be limited to those Regular Full-Time, Regular Part-Time and Auxiliary employees who acquired seniority rights in either a regular seniority pool or auxiliary seniority pool.
- b) In the event of a layoff, employees will 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 paid position.
- c) Employees will be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.
- d) No new employees will be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - i) the Employers will make every reasonable attempt to contact the employees in order of their seniority in the Bargaining Unit and the employees will be recalled by the Employers in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employers to contact them;

- ii) upon making contact with an employee, the Employers will specify the time when the employee will report for work;
- iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employers to contact them, or who refuses to report for work will be placed at the bottom of the list of employees eligible for recall under this Article notwithstanding their seniority in the Bargaining Unit;
- iv) an employee notified to return to work will report at the time and place specified by the Employers or, in extenuating circumstances, within fourteen (14) calendar days from the date of the initial attempt of the Employers to contact them;
- v) it will be the responsibility of all employees who have been laid off and wish to be recalled by the Employers to keep the Employers informed of their respective current addresses and telephone numbers;
- vi) Where, due to a layoff, a Full-Time employee has had their hours of work reduced and their employment status changed, the employee may, at their option, continue to contribute to the Municipal Pension Plan. Contributions made by the Employers and the employee will be made, on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

3.4 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 for, to a position outside of the bargaining unit scope (Exempt staff) for a period greater than one (1) year without returning to their former position, these employees shall lose their seniority. The Employee, within the first year, shall have the right to return to their former position, or any vacant position for which such employee is considered qualified, for any reason without loss of seniority.

4. WORKING CONDITIONS

4.1 Probation Period

- a) Upon hire, all employees will serve a probation period of six (6) cumulative months in any position before being confirmed in the appointment.
- b) Upon promotion or transfer, an employee will serve a suitability period of up to six (6) cumulative months in the new position before being confirmed in the

appointment. If the appointment is not confirmed, the Employers will revert the employee to their previous position or to a position in their former class for which the employee is qualified.

- c) The Employers may extend a probation period by up to three (3) cumulative months provided the Union is notified of the extension.
- d) In all cases where an employee is reverted to the previous position or to a position in the former class for which the employee is qualified for, the Employers may require any or all other employee(s) promoted or transferred as a result of the initial adjustment, to revert to the previous position or to a position in the former class as qualified.

4.2 Posting Positions and Filling Vacancies

- a) It is agreed that before filling any regular position, the Employers will post the position in City Hall and in other prominent work areas within the Union's jurisdiction for seven (7) calendar days.
- b) All notices of vacancies posted pursuant to Article 4.2(a) will contain the following information:
 - i) nature of position;
 - ii) required qualifications, knowledge, education and skills;
 - iii) wage or salary rate or range;
 - iv) shifts (if any); and
 - v) anticipated length of any temporary assignment, if posted.
- c) All Regular Full-Time or Regular Part-Time positions that become vacant for greater than four (4) months for any reason, shall be posted by the Employer according to Article 4.2(a). Internal applicants will be given first consideration in meeting position requirements.

4.3 Hours of Work – Standard (Inside, Outside and Recreation)

- a) Provisions Applicable to **Inside Employees** (Schedule A):
 - i) Subject to Article 4.4, the normal hours of work for Inside Employees will be seven (7) consecutive hours exclusive of a one (1) hour meal period, between the hours of 08:00 and 17:00 Monday to Friday inclusive.
 - ii) It is agreed by the parties hereto that the hours of work for those positions and classifications which, due to the nature of the Department or

occupation, require hours of work other than the normal as described in Article 4.4. Any additions to Article 4.4 subsequent to the date of this Agreement will be subject to the mutual consent of the parties.

b) Provisions Applicable to **Outside Employees** (Schedule B):

- i) Subject to Article 4.5, the normal hours of work for Outside Employees will be eight (8) consecutive hours exclusive of a one-half (0.5) hour meal period, between the hours of 07:00 and 16:30 Monday to Friday inclusive.
- ii) It is agreed by the parties hereto that the hours of work for those positions and classifications which due to the nature of the department or occupation require hours of work other than the normal as described in this Article 4.5. Any additions to Article 4.5 subsequent to the date of this Agreement will be subject to the mutual consent of the parties.
- iii) Provisions applicable to Parks Division – Service and Cleaning:
It is agreed that the Employers may institute shifts outside the normal hours of work which should permit the servicing of parks on a regular seven (7) day week schedule. The exact nature and times for these said shifts will be subject to the agreement of the parties. This class is not eligible for shift differential.
- iv) Provisions applicable to Emergency and Special Shifts:
Emergency or special shifts may be instituted by the Employers due to inclement weather conditions or other special circumstances when the Employers deems it necessary to schedule work either in whole or in part outside the regular hours of work. Employees working emergency or special shifts noted in this paragraph are not eligible for shift differential.

c) Provisions Applicable to **Recreation Employees** (Schedule C):

- i) Subject to Article 4.3(c)(ii), the normal hours of work for Recreation employees will be eight (8) hours per day exclusive of a one-half (0.5) hour meal period five (5) days per week.
- ii) Due to the nature of the work carried out by these employees, it will be permissible for such employees to work more than five (5) consecutive shifts in a week; however, they will not average more than forty (40) hours per week in a two (2) week period. Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

4.4 Hours of Work – Non-Standard (Inside)

Please refer to Appendix 1 for schedule.

4.5 Hours of Work – Non-Standard (Outside)

Please refer to Appendix 1 for schedule.

4.6 Hours of Work – Auxiliary

- a) Normal daily and weekly hours will 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 Regular Full-Time employee whose normal hours will be deemed to be the normal hours of the Auxiliary employee.
- b) 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 per week basis, will 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 purpose of this Article will be deemed to commence at 00:01 on Monday morning and to end at 23:59 on the immediately following Sunday).
- c) 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 per week basis, will be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the six (6) day week as defined in the Collective Agreement.

4.7 Notice of Shift Change – Non-Standard (Inside)

See Appendix 1 for details.

4.8 Notice of Shift Change – Non-Standard (Outside)

See Appendix 1 for details.

4.9 Minimum Rest Between Shifts

Except where a provision in the Agreement, or a currently accepted practice specifically contemplates otherwise, (e.g. Overtime, Callout and non-standard work week provisions) employees will have a minimum rest period of 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 minimum rest period, the time worked during the minimum rest period will be subject to the appropriate overtime provisions.

4.10 Split Shifts

Where an employee works a split shift, the shift will be completed within twelve (12) hours of commencing such shift.

4.11 Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employers are able to recover the overtime and/or callout costs from the Emergency Management BC, the Employers shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.

5. REMUNERATION

5.1 Rates of Pay

The rates of pay for "Inside" employees, "Outside" employees, and "Recreation and Hourly Rated Inside Employees" are set out in Schedules A, B, and C respectively, which are attached hereto and form part of this Agreement.

5.2 Increments

- a) Classes of positions listed in Schedule A receive annual increments except for the class of Clerk Typist 1 which receives semi-annual increments and classes valued at the following pay grades:

Pay Grades 9 to 14: six (6) months eligibility to move from increment one (1) to two (2) and two (2) to three (3); thereafter twelve (12) months eligibility.

Pay Grade 15 and 15.5: six (6) months eligibility to move from increment one (1) to two (2); thereafter twelve (12) months eligibility.

Pay Grade 16 and above: twelve (12) months eligibility.

- b) Upon the completion of six (6) accumulated months of service as a Labourer 1, an employee will be classified and paid as a Labourer 2.

- c) The pay scale for the classification of Shelver shall remain as a single step in the pay grade.

5.3 Apprentice Wage Rates

- a) Wage rates for Apprentices who are employed by the Employers will be determined as a percentage of the hourly wage rate for the class of Tradesperson 2 as contained in Schedule B which is attached hereto and forms part of this Agreement;

PROVIDED HOWEVER that the wage rate for the class of Laborer 1 as contained in Schedule B attached hereto will constitute the minimum wage rate payable to any Apprentice.

- b) The percentage figures referred to in Paragraph (a) are contained in Schedule B which is attached hereto and forms part of this Agreement.

5.4 Acting Pay

- a) On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by the Agreement which is senior to the position which the employee normally holds, the employee will be paid for every day that the duties of the senior position are carried out at the minimum rate of pay in the scale for such senior position, except where the salary received by the employee in their own position is equal to, or exceeds, the minimum rate of the senior position, in which case the employee will receive the next higher rate in the pay range of the senior position.
- b) For the purpose of this Article, appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head or designate.
- c) When an employee is required to temporarily perform work in a position with a wage or salary rate which is lower than that wage or salary rate for the position in which they are normally employed, the employee will suffer no reduction in pay.

5.5 Daily Guarantee

- a) Subject to the provisions of Paragraph (c), an employee reporting for their scheduled shift on the call of the Employers, will receive their regular hourly rate of pay for the entire period spent at their place of work, or a minimum of four (4) hours of pay at their regular hourly rate, whichever is greater. The exception being training, staff meetings, investigation or disciplinary meetings will result in a daily guarantee of a minimum of two (2) hours.

- b) Subject to the provisions of Paragraphs (c) and (d), an employee who is a school student and school is in session, who reports for the employee's scheduled shift at the request of the Employer on a school day, shall receive the employee's regular rate of pay for the entire period of work with a minimum of two (2) hours of pay at the employee's regular hourly wages.

An employee, other than a school student on a school day, who commences work on their scheduled shift, will receive their regular hourly rate of pay for the entire period spent at their place of work, with a minimum of four (4) hours of pay at their regular hourly rate.

- c) In any case where an employee reports for their regular shift but refuses to commence work, or commences work but refuses to continue working, they will not be entitled to receive the minimum payments set forth in Paragraphs (a) and (b). Such refusal will be counter-signed by the employee and the supervisor.
- d) Subject to the provisions of Paragraph (e), an employee who is assigned to a class of position listed in Schedule C who reports for the employee's scheduled shift at the request of the Employers will receive the employee's regular rate of pay for the entire period of work with a minimum of two (2) hours of pay at the employee's regular hourly rate of pay.
- e) The Classes of Fitness Instructor 1, Fitness Instructor 2 and Senior's/Adult Physical Activity Instructor will be exempt from the minimum daily guarantee and in substitution of such guarantee will be paid a stipulated hourly rate for each class taught and attended.

5.6 Meal Periods

- a) The meal period provided under the "Hours of Work" provision of the Agreement will be scheduled so as to prevent an employee from working more than five (5) consecutive hours without a meal period. Employees will not work more than five (5) consecutive hours without an unpaid meal period.

If for operational reasons, the Employer occasionally requires an employee to work through their meal break, the employee will be compensated at their standard rate of pay. If overtime results, then overtime rates apply.

- b) Employees will receive meal 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 period of one-half (0.5) hour which the Employers 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 (3.5) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal period of a one-half (0.5) hour which the Employers may permit to be started at any time within the three and one-half (3.5) hour period but, except in an emergency, no later than the end of the three and one-half (3.5) hours.

iii) During Overtime, Callouts and Pre-Scheduled Overtime

Upon the completion of each succeeding three and one-half (3.5) continuous hours of callout work or overtime work, the employee will be given another paid meal period of one-half (0.5) hour which, except in an emergency, will be taken at the end of each three and one-half (3.5) hour work period.

- c) For each meal period given to an employee under Article 5.14 (a)(i), (ii) or (iii), the employee will be paid one-half (0.5) hour of pay at double (2x) the employee's regular rate of pay.
- d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Article 5.14 (a)(i), (ii) or (iii), it will be taken as soon as practicable and in addition, the Employers will 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 period.

5.7 Remuneration – Library

Sunday staffing – Regular Full-Time Librarians or Regular Full-Time Library Assistants employed prior to 2007 January 01 and who work on Sundays, shall receive compensation in the form of one (1) day off for working a four (4) hour shift on Sunday. A reasonable effort will be made to permit the compensatory day off to be taken on the Saturday following the Sunday on which the four (4) hour shift was worked. All Regular Full-Time Librarians and Regular Full-Time Library Assistants employed on or subsequent to 2007 January 01 who are scheduled to work a shift on Sundays shall be paid at straight time rates with no additional compensation.

5.8 Overtime – Standard

- a) Overtime will be defined for Regular and Temporary Full-Time employees as:
- i) time worked immediately following an employee's regular shift;
 - ii) time worked immediately preceding an employee's regular shift, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift;
 - iii) time worked at any other time, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift except as otherwise provided in Article 5.13 herein.
- b) Regular and Temporary Full-Time employees will be paid for overtime worked at the following rates:
- i) One and one-half times (1.5x) the rate of pay for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
 - ii) Double times (2x) the rate of pay for all overtime worked at any other time. Employees will be paid a minimum of one and one-half (1.5) hours of pay at double the rate of pay (2x) for overtime not covered in Paragraph (b)(i) and (ii).
- c) The method of banking and liquidating overtime for employees will be as follows:
- i) All employees required to work overtime will elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu.
 - ii) An employee who elects to receive compensating time off will be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked.
 - iii) Subject to an employee's request for compensating time off being approved by the employee's supervisor, such employee will be granted any portion of the compensating time off to their credit at the employee's base rate of pay in effect at the time the compensating time off is liquidated.
 - iv) All compensating time off credited between December 01 of any calendar year and November 30 of the immediately succeeding calendar year which has not been granted to an employee by November 30 will be paid

in cash each November 30 at the employee's base rate of pay in effect at the time the compensating time off is liquidated.

d) For prescheduled overtime for the employees at Engineering Operations, the Employer shall assign overtime work contingent on the qualifications required to perform the work assignment and consideration for operational requirements.

e) Exception

Due to the nature of the work carried on by the Greenhouse employees and the employees regularly employed in the Park Stadium, it will be permissible for such employees to work more than five (5) consecutive shifts in a week; however, they will not average more than forty (40) hours per week in a two (2) week period. Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period or beyond the weekly average of forty (40) hours in a two (2) week period.

5.9 Overtime – Non-Standard (Inside Employees)

See Appendix 1 for details.

5.10 Overtime – Non-Standard (Outside Employees)

See Appendix 1 for details.

5.11 Overtime – Regular Part-Time and Temporary Part-Time

Overtime rates will be paid on the following basis to all Regular and Temporary Part-Time employees:

- a) time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- b) two times (2x) for hours worked beyond four (4) in excess of the normal daily hours in a day;
- c) in any case where an employee has already performed work on five (5) consecutive days, time and one-half (1.5x) for any hours worked prior to 12:00 on their sixth day of work, two times (2x) for hours worked after 12:00 on their sixth day, and two times (2x) for all hours worked on their seventh day of work.
- d) Regular Temporary Part-Time employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

5.12 Overtime – Auxiliary

Overtime rates will be paid on the following basis to all Auxiliary employees:

- a) time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- b) two times (2x) for hours worked beyond four (4) hours worked in excess of the normal daily hours in a day;
- c) in any case where an employee has already performed work on five (5) consecutive days, time and one-half (1.5x) for any hours worked prior to 12:00 noon on their sixth day of work, two times (2x) for hours worked after 12:00 noon on their sixth day, and two times (2x) for all hours worked on their seventh day of work.
- d) Auxiliary employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

5.13 Callout

The following provisions will apply to Regular and Temporary Full-Time employees:

- a) Callout is to be defined as being called back to work at any time following completion of an 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 Article 5.8.
- b) An employee who is called back to work will be paid double time (2x) for the time actually worked plus one (1) hour allowance for travelling to and from home, with a minimum of three (3) hours of pay at double (2x) the rate of pay. (The minimum includes one (1) hour for travelling time.)
- c) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls will not attract an additional three (3) hours minimum, but the employee will be paid for the time actually worked plus an additional one (1) hour allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment will be four (4) hours at double (2x) the rate of pay. (The minimum includes two (2) hours for travelling 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, will be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- e) An employee who has been authorized by the Employer to receive a telephone call while off duty, and is able to deal with the problem over the telephone and does not have to report to a worksite, shall be paid one (1) hour pay at straight time at the employee's regular rate of pay. Multiple telephone calls within a one (1) hour period will be treated as one (1) event for the purpose of pay. Calls received beyond one hour of the initial call will be considered as a separate event.

An employee will not be eligible for this form of callout should a return to the worksite callout (Article 5.13 above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty.

- f) For the employees at Engineering Operations, the Employer shall assign callout work from a rotating departmental list contingent on the qualifications required to perform the work assignment. Call-out is based on an emergent operational event. Employees will make every reasonable effort to attend work when called.

5.14 Standby

- a) All employees will receive standby provisions as follows:
 - i) Employees on standby between the end of the normal day shift on the first day of work in a week (excluding Statutory Holidays) until the beginning of a normal day shift on the last day of work in a week will be paid one (1) hour of pay for each period of eight (8) hours on standby, in addition to callout pay as earned;
 - ii) For all standby on Statutory Holidays, and weekends, one (1) hour of pay for each period of six (6) hours on standby, in addition to callout pay as earned;
 - iii) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance will be paid as follows:
 - a) one half (0.5) hour standby pay for periods of half (0.5) or less than half (0.5) of the full period;
 - b) one (1) hour standby pay for periods of more than half (0.5) of the full period;
 - iv) All standby will be paid at the employee's regular rate of pay.

5.15 Dirty Pay

- a) A pay differential of one dollar (\$1.00) per hour will apply to any employee for the time the employee is in actual contact with live sewage while cleaning sewage

pump stations, clearing blocked sewers or making sewer connections; such time to be subject to the approval of the supervisor.

- b) Whenever a cemetery employee is required to perform disinterring duties then they will receive an additional two (2) hours pay at regular rates.

5.16 Occupational First Aid Pay

- a) Employees who are required by the Employers to perform first aid duties in addition to their normal duties, and who hold a valid WorkSafeBC First Aid Certificate, will be paid a premium in accordance with the certificate required as follows:

	<i>Regular Full-Time, And Temporary Full-Time Employees</i>	<i>Regular Part-Time, Temporary Part-Time & Auxiliary Employees</i>
OFA Level II	\$150.00 per month	\$0.90 per hour

- b) The Employers will pay course fees required to complete the OFA Level II to employees who are required to possess such certification.

5.17 Productivity Premium – Towing

A productivity premium in the amount of fifty cents (\$0.50) per paid tow will be provided to each employee assigned to the Towing Operation. The productivity premium will be paid on the first pay in January and on the first pay in July in each year based on the total number of tows completed by that employee during the immediately previous six (6) month period (e.g. July 1 to December 31 and January 1 to June 30).

5.18 Shift Differential

The following provisions will apply to Regular and Temporary Full-Time and Part-Time Inside and Outside employees:

- a) Subject to Article 4.4, all Regular and Temporary Full-Time and Part-Time Inside employees will be paid a shift differential of one dollar (\$1.00) per hour for all regular hours worked between the hours of 18:00 and 07:00.
- b) Subject to Article 4.5, all Regular and Temporary Full-Time and Part-Time Outside employees will be paid a shift differential of one dollar (\$1.00) per hour for all regular hours worked between the hours 17:30 and 06:00.

- c) Where, under Paragraph (a) and (b), more than one-half (0.5) of the employee's regular shift qualifies for the shift differential, then the shift differential will be paid for all regular hours worked during the entire shift.
- d) Shift differential will not apply to any employee during Overtime, Callout or Standby.
- e) Shift differential shall not apply to any position within the Library

5.19 Shift Differential – Auxiliary

No shift differential premiums will be paid to Auxiliary employees unless they are relieving Regular Full-Time or Temporary Full-Time employees on shifts that would otherwise carry such premiums.

5.20 Retirement and End of Employment Pay

Any Regular Full-Time employee:

- a) who has reached age sixty (60) and has completed at least ten (10) years of pensionable service in accordance with and as defined in the Pension (Municipal) Act; or
- b) whose age and years of service with the Employers total eighty (80) years or more, will be entitled to receive one (1) month of pay at their normal salary rate on termination of their employment for any reason.

5.21 Separation Trust (Inside)

The Employers agree that in lieu of making contributions to the Separation Trust Fund, it will pay to each Regular Full-Time employee, in addition to their regular monthly salary, an amount equal to one and one-half percent (1.5%) of such regular monthly salary. 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.

5.22 Effective Date for Pay Adjustments

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.

5.23 Derivation of Bi-weekly and Monthly Rates

- a) The hourly rates set forth in Schedules A, B & C will be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

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

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

6. SPECIAL ALLOWANCES

6.1 Uniforms

Upon entering the service of the Employers, Street Use and Parking Enforcement Officers and Animal Services Officer will receive two (2) pairs of pants and two (2) shirts. Replacements or additions to the aforementioned will be as required. Any additional uniform pieces will be provided as required.

6.2 Safety Work Boot Allowance

- a) Except as provided in Paragraphs (b) and (c) below, Regular Full-Time employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed up to one hundred and thirty (\$130.00) dollars every twenty-four (24) months upon presentation of receipts.
- b) All Regular Full-Time Street Use & Parking Enforcement Officer and Animal Services Officers shall be reimbursed up to one hundred and thirty (\$130.00) dollars every twelve months (12) upon presentation of receipts.
- c) Regular Full-Time employees who are assigned to crews working on asphalt, concrete and towing shall be reimbursed up to one hundred and thirty (\$130.00) dollars every twelve (12) months upon presentation of receipts.

6.3 Mechanics Tool Allowance

All employees in Fleet Services will supply their own hand tools.

An annual allowance of two hundred fifty dollars (\$250.00) will be paid to each employee in Fleet Services who is required to supply personal hand tools. Such allowance will be paid with the first pay cheque in January of each year. Employees who commence employment at Fleet Services after January 1 in any year will not be entitled to the annual allowance in the calendar year in which they became employed or were transferred. Discounted tool prices from tool suppliers which are normally available to the Employers will be made available to the employee at the employee's option and expense.

Each employee paid a tool allowance will provide and maintain a lockable tool box, a complete set of mechanics hand tools in accordance with the following list and description. On January 1 of each year, each employee will provide to the Employers an up-to-date list of inventory stored in their tool box.

The Employers will maintain insurance coverage on each employee's hand tools, including the lockable box, to a maximum liability of ten thousand dollars (\$10,000.00) per employee. Any claims for stolen or damaged tools under the terms of the insurance policy will be made by the employee through their supervisor. The deductible portion of the claim, which is currently two-hundred fifty dollars (\$250.00) per claim, as determined by the insurance policy, will be paid by the employee. If the tools and/or the locked tool box is damaged within, or stolen from, the locked tool storage room, the Employers will pay the deductible portion of the claim.

Each employee will be responsible for the condition, replacement and safe keeping of their personal hand tools. The Employers will not replace hand tools which are lost, stolen or damaged.

Items generally recognized in this industry as consumables will be replaced by the Employers (e.g. drill bits, electrical fittings, hacksaw blades, welding tip cleaner) at the Employers' expense. See Schedule D for the complete list of tools.

EMPLOYEE BENEFITS

7. VACATIONS

7.1 Vacations – Standard

Paid annual vacations for all Regular and Temporary Full-Time employees covered by this Agreement will be allowed as follows:

- a) Regular and Temporary Full-Time employees leaving the service in less than twelve (12) months from the date of appointment will be granted vacation pay in accordance with the Employment Standards Act.
- b) In the first partial calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of fifteen (15) working days for each month or portion of a month greater than one-half (0.5) worked by December 31.
- c) Fifteen (15) working days of annual vacation with pay will be granted during the second (2nd) up to and including the seventh (7th) calendar year of service of the employee.
- d) Twenty (20) working days of annual vacation with pay will be granted during the eighth (8th) up to and including the tenth (10th) calendar year of service.
- e) Twenty-one (21) working days of annual vacation with pay will be granted during the eleventh (11th) up to and including the fifteenth (15th) calendar year of service.
- f) Twenty-six (26) working days of annual vacation with pay will be granted during the sixteenth (16th) up to and including the twenty-third (23rd) calendar years of service.
- g) Thirty-one (31) working days of annual vacation with pay will be granted during the twenty-fourth (24th) and all subsequent calendar years of continuous service of the employee.
- h) Regular and Temporary Full-Time employees who leave the service after completion of twelve (12) consecutive months of employment will receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (0.5) worked to the date of termination;

PROVIDED THAT

- i) "Calendar year" for the purpose of this Agreement will mean that twelve (12) month period from January 1 to December 31 inclusive.
- j) In all cases of termination of service for any reason other than for retirement on the Municipal Pension Plan, adjustment will be made for any overpayment of vacation.
- k) In calculating continuous employment under the foregoing provisions, only years in which an employee has worked two hundred and twenty-five (225) days or more will be taken into account.
- l) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
 - i) will take at least fifteen (15) working days of such annual vacation during the year in which they earn 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 Article 7.1(l) will be twenty-five (25) working days.

7.2 Vacations – Librarians 1 and 2

All Regular and Temporary Full-Time Librarians 1 and 2 shall not be entitled to the provisions in Article 7.1 but shall instead be entitled to the following vacation provisions:

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

In the first part calendar year of service, one-twelfth (1/12th) of twenty-two (22) working days for each month or portion of a month greater than one-half (0.5) worked by December 31st.

During the second (2nd) and all subsequent calendar years of service, twenty-two (22) working days.

During the sixteenth (16th), twenty-sixth (26th) and thirty-sixth (36th) calendar year of service only, a long service leave of twenty-two (22) working days will be provided in addition to the annual vacation entitlement set forth above. Long Service Leave shall be

taken between January 1st in the calendar year in which the qualifying anniversary occurs and December 31st in the calendar year which immediately precedes the fifth (5th) anniversary of such benefit or shall be forfeited without compensation (i.e. twenty-two (22) days received on January 1st of the employee's sixteenth (16th) calendar year of service shall be taken by December 31st in the employee's twentieth (20th) calendar year of service).

7.3 Retirement Vacation Bank

Any employee who has deferred vacation in a Retirement Vacation Bank may only take this as time and only immediately prior to retirement. The Employers may, at their sole discretion, permit an employee to use such banked vacation under other circumstances.

The remaining employee affected by this Article is Payroll #1316.

7.4 Vacation in the Final Year of Employment

Any Regular or Temporary Full-Time employee

- a) Who has reached age sixty (60) and has completed at least ten (10) years of pensionable service in accordance with and as defined in the Pension (Municipal) Act; or
- b) Whose age and years of service with the Employers total eighty (80) years or more,

will be entitled to receive full annual vacation on termination of their employment for any reason. All other employees who leave the service will be entitled to vacation in accordance with the appropriate clauses in Article 7.1.

7.5 Supplementary Vacation

This Article applies to Regular Full-Time employees hired before 1996 as listed in Schedule E.

- a) Supplementary vacation is based on their year of hire and their year of retirement;
- b) The chart in Schedule E lists the affected employee #'s and will be used to determine the net vacation difference between the old entitlement and the new entitlement. No credit will be paid if the balance is zero or positive and in no case will the credit exceed four (4) days of vacation. Any credit paid will be in addition to vacation entitlement earned.

8. STATUTORY HOLIDAYS

8.1 Statutory Holidays – Standard

a) Basic Entitlement

All Regular and Temporary Full-Time (including probationary) employees will be entitled to a holiday with pay on the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. 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

b) Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the above-mentioned Statutory 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 Statutory Holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed will be read in substitution for such Statutory Holiday;

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the aforementioned Statutory Holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such Statutory 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 Statutory Holiday, then not less than seven (7) calendar days prior to that Statutory Holiday the Employers will 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 their regular rate of pay, or
- ii) a holiday with pay within the calendar year in which such Statutory Holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the Statutory Holidays defined in Article 8.1(a).

c) Termination of Service

In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Article 8.1(b)(ii).

d) Employees Who Normally Work on Statutory Holidays

- i) Except as otherwise provided in Article 8.1(b) with respect to Statutory Holidays falling on a Saturday or a Sunday, if an employee whose duties normally require them to work on Statutory Holidays, is required to work on any Statutory Holiday named in Article 8.1(a) which falls on any day from Monday to Friday inclusive, then they will be paid their regular pay for the holiday and in addition thereto they will be given compensating time off equivalent to one and one-half times (1.5x) the number of hours worked on the holiday.
- ii) If an employee is required to work on the day off given to them in lieu of a Statutory Holiday, pursuant to the provisions of this Article 8.1(d) herein, then in lieu of such holiday they will be paid their regular pay for the Statutory Holiday plus double (2x) 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 Statutory Holiday will be treated as overtime. For the purpose of this Article 8.1(d) a Statutory Holiday does not include a holiday designated by the Employers pursuant to Article 8.1(a) unless the employee is entitled to that holiday with pay in lieu of a Statutory Holiday.

e) Pay for Hours Worked on Statutory Holidays

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

f) Observation of Statutory Holidays

Whenever a Statutory Holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday will be treated as the Statutory 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 will not attract Statutory Holiday premium rates. However, if prior to the beginning of any calendar year the Employers 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 Statutory Holidays, they may do so, but there may only be one (1) premium day for such employees with respect to any one (1) Statutory Holiday.

- g) An employee (except an employee governed by Article 8.1(d)), who is required to work on a Statutory Holiday defined in Article 8.1(a) which falls on or is observed on any day from Monday to Friday inclusive will be paid their regular pay for the said holiday plus double (2x) the hourly rate of pay of the employee computed on the basis of their normal working hours for the hours worked on the holiday.

8.2 Statutory Holidays – Non Standard (Inside Employees)

See Appendix 1 for details.

8.3 Statutory Holidays – Non Standard (Outside Employees)

See Appendix 1 for details.

8.4 Statutory Holidays – Regular Part-Time

A Statutory Holiday will be treated as a normal working day for all Regular Part-Time employees. Thus, an employee who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

8.5 Statutory Holidays – Auxiliary

A Statutory Holiday will be treated as a normal working day for all Auxiliary employees. Thus, an employee who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

9. LEAVES

9.1 Bereavement and Compassionate Care Leave

a) Bereavement

- i. Any Regular Full-Time or Temporary Full-Time, or Regular Part-Time or Temporary Part-Time employee who has completed six (6) months of employment, shall be granted Bereavement Leave with pay for a period of up to three (3) working days to grieve, attend a funeral and/or take care of issues relating to the death of a member of the employee's immediate family.
- ii. "Immediate family" means the spouse (including common-law spouse* and same sex partner), child (including step-child), ward, sibling, parent (including step-parent) guardian, grandparent, grandchild, and parent-in-law of an employee; or any other relative of the employee who lives in the employee's household.
 - a. "Common law spouse" means a person who has been cohabitating with an individual in a conjugal relationship for at least one (1) year prior to the individual's death.
 - b. The above definition of "immediate family" will be amended to reflect any changes to the Employment Standards Act of British Columbia where applicable.
- iii. An employee who qualifies for Bereavement Leave with pay under Paragraph (i) and (ii) herein, and who is required to travel outside of the Lower Mainland of British Columbia, shall be granted an additional two (2) days with pay.
- iv. Requests for leave under Paragraphs (i) and (iii) will be submitted to the employee's Department Head or designate who will determine and approve the number of days required in each case.
- v. An employee who qualifies for Bereavement Leave without loss of pay under Paragraph (a) may be granted such leave when on annual vacation if approved by their Department head or designate. An employee who is absent on Sick Leave with or without pay or who is absent on a WorkSafeBC claim will not be entitled to such Bereavement Leave without loss of pay.

- vi. Upon application to, and upon receiving the permission from a Department Head or designate, an employee shall be able to split up the bereavement leave entitlements within one (1) year of the bereavement.
- vii. Upon application to, and upon receiving the permission of the Department Head or designate, any Regular or Temporary Full-Time, or Regular or Temporary Part-Time employee who has completed six (6) months of employment may be granted leave of up to one-half (0.5) 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 (i) herein.

b) **Compassionate Care Leave**

An employee may request Compassionate Care Leave without pay as per Section 52.1 of the Employment Standards Act of British Columbia.

9.2 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family (as defined in Article 9.1 Bereavement and Compassionate Care Leave).

9.3 Maternity, Parental and Adoption Leave

a) Length of Leave

i) Birth Mother

A pregnant employee will be entitled to up to seventeen (17) consecutive weeks of Maternity Leave and up to sixty-one (61) 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 will be entitled to both Maternity and Parental Leave without pay.

ii) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother will be entitled to up to sixty-two (62) consecutive weeks of Parental Leave without pay. An employee will take the leave within

seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the member.

iii) Extensions - Special Circumstances

An employee will 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 will 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 will the combined Maternity and Parental Leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

b) Notice Requirements and Commencement of Leave

- i) An employee who requests Parental Leave for the adoption or caring of a child will be required to provide proof of adoption or birth of the child.
- ii) An employee will 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 will provide as much notice as possible.
- iii) The Employers 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.
- iv) An employee on Maternity Leave or Parental Leave will provide four (4) weeks of notice prior to the date they intend to return to work.
- v) 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.
- vi) Where a pregnant employee gives birth before requesting Maternity Leave or before commencing Maternity Leave, their Maternity Leave will be deemed to have started on the date they gave birth.

c) Return to Work

On resuming employment, an employee will be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in Paragraph (e) herein, and vacation entitlement (but not for Statutory Holidays or Sick Leave), Maternity and Parental Leave will be counted as service. Vacation pay will 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

- i) An employee on Maternity Leave or Parental Leave will not be entitled to Sick Leave during the period of leave.
- ii) Subject to Paragraph (d)(i), 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)(iv) 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, will be entitled to Sick Leave benefits commencing on the first day on which they would otherwise have returned to work.

e) Benefits

- i) Dental, EHB and Life Insurance benefits will 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 will continue.
- ii) 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

The following Supplementary Employment Insurance Benefits will apply:

- i) 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.

- ii) 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.
- iii) 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.
- iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earning 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; 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 Employers with satisfactory medical evidence.
- v) 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.
- vi) 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 Employers do not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employers, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

9.4 Absence from Duty of Union Officials

- a) All applications for leave of absence whether with or without pay will be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employers. Requests for such leave of absence will 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 Employers will continue to pay each representative's regular wage or salary and will render an account to the Union for such amount, including the Employers' contribution on behalf of each such representative for Group Life Insurance coverage, sickness, accident insurance coverage and Municipal Pension. The Union will then reimburse the Employers of the amount of the account rendered within sixty (60) days.
- c) Upon application to, and upon receiving the permission of the Employers in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employers or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) such official representatives will 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 Employers in each specific case, official representatives of the Union will be granted leave of absence without pay for the purpose of attending the National and B.C. Division Conventions of C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- e) Upon application to, and upon receiving the permission of the Employers in each specific case, official representatives of the Union may 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 Employers agrees that any Full-Time officer of the Union who is on leave of absence for the purpose of performing their duties as an officer of the Union will not lose their seniority in the service of the Employers and will continue to accumulate seniority while they are performing such duties. Upon retirement from their duties as an officer of the Union, such former Union Officer will be entitled to a position within the class of positions to which their former position was allocated and for which they are qualified if any position within such class is held by an employee with less seniority than their own. If all of the positions within such class are held by employees with more seniority than their own or have been abolished, such former Union Officer will be entitled to return to any other vacant position for which they are qualified.

- g) The Employers agree 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, will be granted leave of absence without pay and will not lose their seniority in the service of the Employers while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which they is qualified in the service of the Employers.
- h) The Union will provide the Employers with a list of its elected officers, job stewards and any other official representatives. This list will be kept current by the Union at all times.

9.5 Jury and Witness Duty

- a) An employee, with the exception of Auxiliary, who is called for Jury Duty or subpoenaed as a witness will be given time off work during the period of such duty. That employee will continue to be paid at their normal classified rate and any remuneration received by the employee for such duty will be remitted to the Employers.
- b) Any costs related to the Court appearance (such as transportation, parking and meals) will remain the responsibility of the employee. Employees are not required to remit to the Employers, allowances they receive from the Court for travelling, meals or related expenses.
- c) In cases where an employee's private affairs have occasioned a Court appearance, such leave to attend at Court will be without pay.
- d) Employees granted leave of absence under this Clause will not lose any seniority or benefits as provided under the Collective Agreement.

9.6 Personal Leave

- a) This benefit applies to any Regular or Temporary Full-Time or Regular or Temporary Part-Time employee who has completed six (6) months of employment. Such employee will be entitled to a maximum of two (2) paid work days for the purposes of Personal Leave.
- b) The intent of the Personal Leave benefit is to provide employees with some flexibility to deal with unforeseen and unpredictable personal/family emergencies when no one is at home or available to respond to a situation that could include, but not limited to, an emergent problem with the home (i.e. flooding) to needs of a family member who is ill/injured.

- c) Family member includes spouse (including common-law spouse and same sex partner), child (including step-child), ward, brother, sister, parent (including step-parent), guardian, grandparent, grandchild and parent-in-law.
- d) In the event of an emergency, the employee will notify their supervisor of their absence as soon as possible.
- e) Such leave will apply only on the regularly scheduled work day on which the situation occurs, and provided the Employer is open for business.
- f) It is agreed the Employer will cover the cost of the first day (or first two (2) increments of half days) taken as Personal Leave. The Union will cover the cost of the second day (or second two (2) increments taken as Personal Leave).
- g) An employee who is required to be absent from work for a personal emergency, may be granted paid leave to a maximum of two (2) working days per year.
- h) Personal Leave does not carry over from year to year if it is not used during the calendar year in which it is available.
- i) Personal leave must be taken in increments of not less than half a day.

9.7 Leaves – Part-Time

Upon the completion of six (6) calendar months of employment, all Regular or Temporary Part-Time employees will also be entitled on a prorated basis to the same Bereavement and Compassionate Care Leave, Family Responsibility Leave, Personal Leave and Jury and Witness Duty Leave and on a full basis to the same Maternity Leave, Parental Leave and Adoption Leave to which Regular or Temporary Full-Time employees are entitled, provided that a Regular or Temporary Part-Time employee will not be paid any amount in lieu of benefits when on unpaid leave of absence.

9.8 Other Leave

In recognition of unpaid time worked by employees assigned to Assistant Manager-Queen's Park, Queen's Park Maintenance Supervisor and Program Coordinator, on January 1 of each calendar year, each of the employees listed in the next paragraph will be credited with thirty-five (35) or forty (40) hours of Secondary Leave.

Secondary Leave is a grandparented provision and will only be available to the following Full-Time employees for so long as they are assigned to one of above-noted classes of positions: Employee #'s 1208, 1598, 1702, 1784, 1809 and 1810.

Such employee may request at any time that all or any portion of their Secondary Leave Bank be paid out in cash or leave at the employee's regular rate of pay. Requests for leave must be mutually agreed upon by the employee and the employee's supervisor. Any Secondary Leave remaining in the employee's Secondary Leave bank on the last day of the last payroll week in each year will be paid out at the employee's normal rate of pay in that pay period.

An employee who is identified above who is promoted, demoted or transferred as a Full-Time employee to any of the classes covered by this Article, whether or not such position is located in either the same facility/area or a different facility/area, will remain entitled to all of the provisions of this Agreement while they are so employed on a Full-Time basis in such class.

A new or replacement employee who is assigned to any of these classes will be entitled to all of the provisions of this Article EXCEPT for the Secondary Leave.

10. HEALTH AND WELFARE

The Employer will possess the sole responsibility for all aspects of the administration of the Health and Welfare Benefit Plans.

10.1 Extended Health Benefits Plan

- a) Each Regular Full-Time, Temporary Full-Time, Regular Part-Time and Temporary Part-Time employee will be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employers will pay the full premium for the Plan.
- b) The employee will be responsible for paying an annual deductible of one hundred dollars (\$100.00) per calendar year.
- c) This plan will include Vision Care coverage in the amount of five hundred dollars (\$500.00) payable per person, per twenty-four (24) month period.
- d) This plan will include Hearing aid coverage to a maximum amount of seven hundred dollars (\$700.00) payable per person per five (5) calendar year period.
- e) This plan will include coverage for the services of a clinical psychologist to a maximum amount of twelve hundred dollars (\$1,200.00) payable per person per calendar year.

- f) Coverage for paramedicals will be as follows: massage and physiotherapy to a combined maximum of one thousand dollars (\$1,000.00) per calendar year; chiropractic and naturopathic to a combined maximum of one thousand dollars (\$1,000.00) per calendar year.
- g) The Plan will include Coverage for eye examinations in the amount of one hundred dollars (\$100.00) every twenty-four (24) month period.
- h) The Plan includes coverage for oral contraceptives in accordance with the Plan policy.
- i) Coverage under this Plan will include a spouse, dependent unmarried children until the age of twenty-one (21), dependent unmarried children until age twenty-five (25) while they are in Full-Time attendance at a recognized educational institute, or unmarried disabled children incapable of self-sustaining employment.
- j) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed two million dollars (\$2,000,000.00).

10.2 Dental Plan

- a) Each Regular Full-Time, Temporary Full-Time, Regular Part-Time and Temporary Part-Time employee will be entitled to enroll in the Dental Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.
- b) Coverage is to include a spouse, dependent unmarried children until the age of twenty-one (21) and dependent unmarried children over the age of twenty-one (21) while they are in Full-Time attendance at a recognized educational institute to age twenty-five (25).
- c) The Dental Plan will provide for the following services:
 - i) Basic Dental Services (Plan A) – The Plan will be for ninety percent (90%) of the approved Schedule of Fees.
 - ii) Prosthetics, Crowns and Bridges (Plan B) – The Plan will pay for sixty percent (60%) of the approved Schedule of Fees.
 - iii) Orthodontics (Plan C) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents to a lifetime maximum of four thousand dollars (\$4,000.00) payable per dependent.

- iv) The above improvements will be capped at one hundred thousand dollars (\$100,000.00). In the event that the improvements exceed one hundred thousand dollars (\$100,000.00), the decision on which benefit increases to cap will be referred to the Labour Management Committee.
- d) The Employers will pay the full premium for the Plan.

10.3 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 Extended Health and Dental benefits.

10.4 Group Life Insurance

- a) Each Regular or Temporary Full-Time and Regular or Temporary Part-Time employee will be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.
- b) Life insurance coverage will be in the amount of seventy-five thousand dollars (\$75,000.00).
- c) The Employers will pay the full premium for the Plan.

10.5 Health and Welfare – Regular Part-Time Employees

Extended Health, Group Life and Dental Plan coverage on the same basis as a Full-Time employee except that the eligibility periods will be calendar months. The Employers will pay the whole premium for the Extended Health, Group Life and Dental Plans.

11. SICK LEAVE PLANS

11.1 Short Term Sick Leave Plan

- a) Short Term Sick Leave will be defined as the first ten (10) working days of any absence due to illness or non-occupational injury.
- b) Each Regular or Temporary Full-Time and Regular or Temporary Part-Time employee will be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of one (1) month of continuous employment.

- c) The Short Term Sick Leave Plan will provide for benefits which will approximate regular take-home salary.
- d) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employers.
- e) In the event of an injury that may qualify for WorkSafeBC coverage, the employee will be paid from the Short Term Sick Leave Plan pending a decision by WorkSafeBC. If the injury is determined to be compensable by WorkSafeBC, then the employee will pay back to the Short Term Sick Leave Plan monies equal to those funds received from the Short Term Sick Leave Plan once the employee begins to receive payment from WorkSafeBC.
- f) The Union will undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Union will contribute a percentage of their regular classified salary on a regular basis to be determined by the Union. The amount of such contributions will be determined by the Union and the participating members will contribute the full premium necessary to fund authorized Short Term Sick Leave absences.

11.2 Short Term Sick Leave Plan – Part-Time

Sick Leave coverage on a prorated basis, calculated on the same proportionate basis as the Regular or Temporary Part-Time employee's weekly schedule of core hours bears to the Full-Time hours for that class of positions. Regular or Temporary Part-Time employees will qualify after the same eligibility period applicable to Full-Time employees except it will be calendar months for Regular or Temporary Part-Time employees.

11.3 Medium Term Sick Leave Plan

- a) Medium term Sick Leave will be defined as the next fifteen (15) weeks of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave.
- b) Each Regular or Temporary Full-Time employee will be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment. Employee #'s 1110, 1236, 8869 and 118494 shall also be included in the Medium Term Sick Leave Plan.
- c) The Medium Term Sick Leave Plan will provide for benefits at one hundred percent (100%) of regular classified salary.

- d) The initial credit of fifteen (15) weeks will be reinstated in full immediately after an employee who has used any portion of the fifteen (15) week entitlement has returned to work for a continuous period of thirty (30) calendar days.

An employee who has a subsequent illness or non-occupational injury prior to having their fifteen (15) week credit reinstated will be entitled to use the residual balance of such credit following which they will be on unpaid Sick Leave until a total of fifteen (15) weeks of Medium Term Sick Leave has been used at which time they will be eligible for Long Term Sick Leave.

- e) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employers.
- f) In the event of an injury that may qualify for WorkSafeBC coverage, the employee may be paid from the Medium Term Sick Leave Plan after absence of more than that covered by the Short Term Sick Leave Plan pending a decision by WorkSafeBC. If the injury is determined to be compensable by WorkSafeBC, then the employee will pay back to the Medium Term Sick Leave Plan monies equal to those funds received from the Medium Term Sick Leave Plan once the employee begins to receive payment from WorkSafeBC.
- g) The full cost of the Medium Term Sick Leave Plan will be paid by the Employers and will be partially offset by the Employers and employee rebates of Employment Insurance premiums.

11.4 Long Term Sick Leave Plan

- a) Long Term Sick Leave will be defined as the next forty (40) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term Sick Leave.
- b) Each Regular Full-Time employee will be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment, excluding unpaid leaves of absence of more than ten (10) accumulated working days and all time absent on Medium Term Sick Leave. Employee #'s 1110, 1236, 8869 and 118494 shall also be included in the Long Term Sick Leave Plan.
- c) The Long Term Sick Leave Plan will provide for benefits of ninety percent (90%) of regular classified salary.
- d) The initial credit of forty (40) weeks will be reinstated in full immediately after an employee who has used any portion of the forty (40) week entitlement has returned to work for a continuous period of twelve (12) months. An employee who has a subsequent illness or non-occupational injury prior to having their forty

(40) week credit reinstated will be entitled to use the residual balance of such credits following which they will be on unpaid Sick Leave until a total of forty (40) weeks of Long Term Sick Leave has been used.

- e) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employers.
- f) In the event of an injury that may qualify for WorkSafeBC coverage, the employee may be paid from the Long Term Sick Leave Plan after an absence of more than that covered by the Medium Term Sick Leave Plan pending a decision by WorkSafeBC. If the injury is determined to be compensable by WorkSafeBC, then the employee will pay back to the Long Term Sick Leave Plan monies equal to those funds received from the Long Term Sick Leave Plan once the employee begins to receive payment from WorkSafeBC.
- g) The full cost of the Long Term Sick Leave Plan will be paid by the Employers.
- h) The Employers will provide notification to the Union when an employee is within four (4) months or sixteen (16) weeks of exhausting their Long Term Sick Leave entitlement.

11.5 Recurrent Sick Leave

- a) An employee who returns to work following an absence on Sick Leave pursuant to Articles 11.1, 11.2, 11.3 or 11.4 and has a recurrence of the same illness or non-occupational injury within sixty (60) calendar days of returning to work will commence Sick Leave on the appropriate Sick Leave Plan at the point reached prior to their return to work.
- b) A recurrence of the same illness or non-occupational injury after an employee has returned to work for a period longer than sixty (60) calendar days will be considered to be a separate Sick Leave incident and the employee will commence Sick Leave pursuant to Article 11.1 herein.

11.6 Medical Certificates

- a) Sick Leave pay is to be applied for in writing on a form to be supplied by the Employers, signed by the employee and approved by the Department Head.
- b) Human Resources and the Return-to-Work Coordinator shall require medical documentation to substantiate absence and structure return-to-work in accordance with Attendance & Disability Management Policy. Such medical documents must be from a medical practitioner authorized to practice in the Province of British Columbia.

Employees will be responsible for providing a doctor's note substantiating a four-day absence and having the Medical Assessment form completed following a ten-day absence. Any cost associated with the doctor's note or assessment form is borne by the employee. The cost of any further medical assessment required by the Employer, through Human Resources, is borne by the Employer.

- c) In the event of a request for Sick Leave being refused by the Employers, the employee concerned may submit their grievance to the Director of Human Resources.

11.7 Gratuity Credits Plan

- a) An employee who has not used three (3) days of sick leave in any one (1) year or has used only a portion thereof will be credited with a gratuity of such unused portion. Deductions will be applicable to the current calendar year and will not affect any gratuity accumulated prior to the current calendar year.
- b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has accumulated to December 31st of the previous calendar year under the following conditions:
 - i) Gratuity credits may be withdrawn in cash or in leave subject to the conditions contained in this Article 11.7;
 - ii) All requests for withdrawal will be made in writing by the employee;
 - iii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave;
 - iv) A request for the conversion of gratuity credits into leave will be subject to the approval of the employee's Department Head;
 - v) An employee will receive their total gratuity accumulation in cash upon leaving the employ of the Employers provided that they have completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of their severance of employment with the Employers.

11.8 WorkSafeBC Coverage

- a) A Regular Full-Time, Temporary Full-Time, Regular Part-Time and a Temporary Part-Time employee, whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, will assign all monies received from WorkSafeBC to the Employers and the Employers will pay the employee's approximate net salary calculated on their classified rate of pay. If WorkSafeBC disallows an employee's claim, or if an employee has not had their WorkSafeBC claim accepted, the Employers will pay full regular salary to the employee until the employee's Sick Leave, gratuity, vacation, overtime, and other credits are exhausted.
- b) Where a Regular Full-Time, Temporary Full-Time, Regular Part-Time and a Temporary Part-Time employee becomes entitled to WorkSafeBC coverage and payment is not made for the first day or part day, such day or part day will be paid by the Employers.

11.9 Long Term Total Disability Plan

- a) Each Regular Full-Time employee will be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment. Each Regular Full-Time employee will cease to be enrolled, and cease to be entitled to benefits, in the Long Term Total Disability Plan effective the last day of the calendar month which immediately precedes the employee's sixty-fifth (65th) birthday. The age at which an employee receiving Long Term Total Disability benefits will cease to be entitled to such benefits is subject to approval by the Pension Corporation's Board of Directors.
- b) If evidence satisfactory to the underwriter is received that any Regular Full-Time employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee will be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as WorkSafeBC, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

Seventy percent (70%) of the regular salary at the time of disability, such rate of benefit to be indexed annually based on the Province of British Columbia Cost of Living calculation, such annual calculation to be reviewed by the Adjudicative Committee and

mutually agreed to, and to be continued during the period of total disability from year to year until the earlier of death, recovery, or age sixty-five (65).

- c) Subject to continued approval from the Pension Corporation Board of Directors, the period of disability will be considered as pensionable service and will be approved for purposes of an indexed pension at age sixty-five (65) without pension contributions.
- d) The Employers will contribute the full premium for the Long Term Total Disability Plan. In addition, the Employers will continue to pay the full premiums for the Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of the total disability.
- e) An employee who has been granted a Long Term Total Disability benefit will retain employee status for the purpose only of payment of benefits under this Long Term Total Disability Plan.
- f) For as long as the Employers elect to underwrite the Long Term Total Disability Plan, claims for Long Term Total Disability benefits will be assessed by an Adjudicative Committee consisting of three (3) representatives appointed by the Employers and two (2) Local 387 members appointed by the Union. The Committee will make its decisions by majority vote. Where the Union disagrees with the Committee's decision it may ask the Committee to review its decision. Where the Union disagrees with the Committee's reviewed decision, the Union may refer the matter to the City Administrator or the Chief Constable for a final and binding decision.

Should the Employers elect to provide Long Term Total Disability benefits through a third party underwriter, the adjudication of claims will be made by such third party and the Adjudicative Committee referred to above will cease to exist.

Decisions relating to an employee's claim for Long Term Total Disability benefits, whether such decisions are made by the Adjudicative Committee, the City Administrator, the Chief Constable or by a third party underwriter, are specifically excluded from review by the Grievance Procedure and Arbitration provisions contained in this Agreement.

11.10 Sick Leave Reimbursement

An employee who has received Sick Leave or Long Term Total Disability benefits for injuries caused by a third party, will be obliged in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the benefits paid to the employee pursuant to Articles 11.1, 11.2, 11.3, 11.4 and 11.9, plus

pre-judgment and post-judgment interest, and will be obliged to reimburse the Employers to the extent the employee succeeded in recovering such benefits and interest. In making a claim to the courts, the employee or their representative will request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of Sick Leave or Long Term Total Disability benefits and for any interest awarded. The Employers will reimburse the Short Term Sick Leave Plan the amount of money and applicable interest paid out of the Plan on the employee's behalf in proportion to the total amount of money recovered. The Employers will also credit the employee with any resultant vacation and gratuity days to which the employee is entitled.

12. PENSION PLAN

- a) A Regular Full-Time or Temporary Full-Time employee will, following six (6) months of continuous employment, become eligible to enroll in the Municipal Pension Plan in accordance with the Pension (Municipal) Act.
- b) A Regular Part-Time or Temporary Part-Time employee and an Auxiliary employee will be entitled to enroll in the Municipal Pension Plan under the provisions and conditions of the Pension (Municipal) Act. The Pension (Municipal) Act permits a Regular Part-Time, Temporary Part-Time and Auxiliary employee to enroll in and contribute to the Municipal Pension Plan provided that the employee has earned thirty-five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) amount in two (2) consecutive calendar years. The amount of employee contributions will be in accordance with the Municipal Pension Plan and may be adjusted from time to time by the Plan.
- c) In accordance with MPP, vesting period is immediate.
- d) Subject to the provisions of the Pension (Municipal) Act, the Employers will contribute fifty percent (50%) of the cost (to be determined by the Municipal Pension Plan) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension will represent that period of time served by the employee in a probationary capacity in the employ of the Employers which has not heretofore been considered as pensionable service. This benefit will be subject to the following conditions:
 - i) Only an employee who has a vested interest in the Municipal Pension Plan and has reached age sixty (60) or an employee who qualifies for a disability allowance under the Pension (Municipal) Act will be eligible.
 - ii) An employee who is eligible hereunder by reason of their qualification for a disability allowance and wishes to take advantage of this benefit will make their election to do so prior to terminating their employment.

13. IN LIEU OF VACATION AND STATUTORY HOLIDAYS – PART-TIME

A Regular Part-Time employee is an employee working in a classification for one-half (0.5) or more of a regular weekly schedule of hours associated with that specific full-time classification (for either Inside or Outside classes) for an indefinite period of time.

A Temporary Part-Time employee is employed on a part-time basis as set forth in the definition "Regular Part-Time Employee" in an assignment for a definite period of time up to a maximum of three (3) years. In the event the work extends beyond three (3) years, the position and the incumbent become permanent and the incumbent is recognized as a Regular Part-Time Employee. Seniority is set at the start date of the assignment.

Regular Part-Time and Temporary Part-Time employees will be governed by the following benefit provisions:

a) Benefits

- i) a payment of ten percent (10%) of regular earnings in lieu of vacation and statutory holiday pay. After ten (10) years of continuous service, the payment in lieu of vacation and statutory holiday pay will be twelve percent (12%). After fifteen (15) years of continuous service, the payment in lieu of vacation and statutory holiday pay will be fourteen percent (14%) of regular earnings. After twenty-three (23) years of continuous service the payment in lieu of vacation and statutory holiday pay will be sixteen percent (16%) (the entitlement to this benefit is based on the date the employee commenced employment as a Regular Part-Time Employee);
- ii) Extended Health, Group Life and Dental Plan coverage on the same basis as a Full-Time employee except that the eligibility periods will be calendar months. The Employers will pay the whole premium for the Extended Health, Group Life and Dental Plans.
- iii) Sick Leave coverage on a prorated basis, 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 will qualify after the same eligibility period applicable to Full-Time employees except it will be calendar months for Regular Part-Time employees.
- iv) WorkSafe BC coverage in accordance with Article 11.8 of this Collective Agreement.

b) Change in Hours Worked

- i) Where a Regular Part-Time employee's core hours are increased such that the employee qualifies for the benefits in Paragraph (a), the employee's current service will count towards the benefit eligibility periods.
- ii) Where a Regular Part-Time employee's core hours are reduced such that the employee no longer qualifies for the benefits in Paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee will be paid a percentage in lieu of benefits commencing on the first of the month following the expiry of the benefit coverage.

c) Leaves

Upon the completion of six (6) calendar months of employment, all Regular Part-Time employees will also be entitled on a prorated basis to the same Bereavement and Compassionate Care Leave, Family Responsibility Leave, Personal Leave and Jury and Witness Duty Leave and on a full basis to the same Maternity Leave, Parental Leave and Adoption Leave to which Regular Full-Time employees are entitled, provided that a Regular Part-Time employee will not be paid any amount in lieu of benefits when on unpaid leave of absence.

d) Statutory Holiday

A Statutory Holiday will be treated as a normal working day for all Regular Part-Time employees. Thus, an employee who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

e) Overtime

Overtime rates will be paid on the following basis to all Regular Part-Time employees:

- i) time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- ii) two times (2x) for hours worked beyond four (4) in excess of the normal daily hours in a day;

- iii) in any case where an employee has already performed work on five (5) consecutive days, time and one-half (1.5x) for any hours worked prior to 12:00 noon on their sixth day of work, two times (2x) for hours worked after 12:00 noon on their sixth day, and two times (2x) for all hours worked on their seventh day of work.
- iv) Regular Part-Time and Temporary Part-Time employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

f) Other Benefits

No other benefits will be provided to Regular Part-Time employees unless expressly stated in this Article.

14. IN LIEU OF VACATION, STATUTORY HOLIDAYS AND ALL BENEFITS – AUXILIARY

An Auxiliary employee is an employee who is called to work to backfill positions made vacant for temporary reasons (e.g. Vacation, Sick Leave, Leave of Absence, temporary peaks in workload, etc.) and/or called to work in irregularly scheduled hours to meet operational need.

All Auxiliary employees as defined in 1.3 (d) and (h) will be governed by the following benefit provisions:

a) General

Subject to Article 8.5, commencing with their first day of employment, all Auxiliary employees will receive an amount equal to twelve percent (12%) of their total earnings (i.e., including overtime pay) in lieu of annual vacations, Statutory Holidays, Group Life, Extended Health benefits and Dental coverage.

Employees who acquire Auxiliary seniority are entitled to sixteen percent (16%) of regular earnings in lieu of all benefits. No other benefits will be provided to Auxiliary employees unless expressly stated in this Article 14 (a).

b) Statutory Holidays

A Statutory Holiday will be treated as a normal working day for all Auxiliary employees. Thus, an employee who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee

who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

c) Hours of Work

- i) Normal daily and weekly hours will 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 Regular Full-Time employee whose normal hours will be deemed to be the normal hours of the Auxiliary employee.
- ii) 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 per week basis, will 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 purpose of this Article will be deemed to commence at 00:01 on Monday morning and to end at 23:59 on the immediately following Sunday).
- iii) 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 per week basis, will be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the six (6) day week as defined in the Collective Agreement.

d) Overtime

Overtime rates will be paid on the following basis to all Auxiliary employees:

- i) time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- ii) two times (2x) for hours worked beyond four (4) hours worked in excess of the normal daily hours in a day;
- iii) in any case where an employee has already performed work on five (5) days during the week, time and one-half (1.5x) for any hours worked prior to 12:00 noon on their sixth day of work in that week, two times (2x) for hours worked after 12:00 noon on their sixth day, and two times (2x) for all hours worked on their seventh day of work in that week.
- iv) Auxiliary employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

e) Shift Differential

No shift differential premiums will be paid to Auxiliary employees unless they are relieving Regular Full-Time employees on shifts that would otherwise carry such premiums.

f) Pension Plan

Pension Plan coverage in accordance with Article 12 of this Collective Agreement.

15. TECHNOLOGICAL CHANGE

15.1 Introduction of Technological Change

During the term of this Agreement, the Employer recognizes that it has a responsibility to all its employees before the introduction of any technological change or methods of operation which may adversely affect the continued employment of any permanent employee(s), conditions of employment, wage rates, or work load, such changes to be discussed by the Labour Management Committee prior to any changes being made.

It is agreed between the parties that any permanent employee who is displaced as a result of technological changes or method of operation, will be given an opportunity to fill vacancies related to their skills and qualification according to seniority.

Either party may, if a dispute cannot be settled in direct negotiations, refer the matter directly to an arbitrator as referenced in Article 16 of this Agreement, by-passing all other steps in the Grievance Procedure, or apply for Section 54 of the BC Labour Code.

15.2 Arbitration of Technological Change

The arbitrator will decide whether or not the Employers have introduced, or intend to introduce, a technological change, and upon deciding that the Employers have or intend to introduce a technological change, the arbitrator:

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

- iii) that the Employers reinstate any employee displaced by reason of the technological change; and/or
 - iv) that the Employers pay to that employee such compensation in respect of their displacement as the arbitrator considers reasonable.
- c) The Employers will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:
- i) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
 - ii) alters significantly the basis upon which this Agreement was negotiated.

16. 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 arbitrable, but excluding an appeal of a decision relating to the Long Term Total Disability Plan, will, without stoppage of work, be the subject of collective bargaining between the Union and the Employers and will be finally and conclusively settled under and by the following procedure:

- a) Such grievance or difference will first be taken up with the employee's immediate Supervisor within five (5) calendar days of such difference or grievance arising by the employee and a Union representative.
- b) If the difference or grievance is not settled, it will then be stated in writing and submitted to the Department Head within ten (10) calendar days of such difference or grievance arising.
- c) If such difference or grievance is not settled within ten (10) calendar days following the submission by the employee to the Department Head, it will then be submitted in writing to the Director of Human Resources or Chief Constable within twenty-five (25) additional calendar days.
- d) If such difference or grievance is not settled within ten (10) calendar days following the submission by the Union to the Director of Human Resources or Chief Constable, the Union will present such grievance or difference in writing within twenty-five (25) additional calendar days to the Chief Administrative Officer.
- e) Should the Chief Administrative Officer be unable to effect a settlement of such difference or grievance within twenty-five (25) calendar days of receipt of such grievance, the Director of Human Resources will be so notified by the Chief

Administrative Officer and such grievance will be submitted to an Arbitrator within thirty (30) additional calendar days.

- f) The Arbitrator will be agreed upon by the Employers and the Union and an appointment will be made within fourteen (14) calendar days of the date on which notification has been received by the Director of Human Resources to proceed to arbitration. Should the Union and the Employers fail to agree on an Arbitrator within the fourteen (14) calendar days, the Arbitrator will be appointed by the Minister of Labour of the Province of British Columbia. The decision of the Arbitrator will be final and binding on both parties and each party will bear one-half (0.5) of the expense of the Arbitrator.
- g) It is recognized by the Employers and the Union that there may be incidences where time limits cannot be adhered to (e.g. lengthy illnesses). In such cases, the parties will keep each other informed and time limits may be extended by mutual consent of the parties.
- h) It is understood, and agreed, that in the absence of necessary Employer or Union representatives, a duly identified designee, from within the City, can act on behalf of either the Employer or the Union, through the grievance process.
- i) Where under Article 16, an Arbitrator finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper or just cause, such Arbitrator may:
 - i. direct the Employers to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable; or
 - ii. make such other order as they consider fair and reasonable, having regard to the terms of this Agreement.

17. COMMITTEES

17.1 Labour Management Committee

- a) A Labour Management Committee will be established with the following principal objectives:
 - i) To develop and maintain a continuous effective channel of labour management communications;
 - ii) To meet bi-monthly or more frequently as mutually agreed. Minutes to be prepared and circulated by, Human Resources;

- iii) To provide a means whereby the Employers can keep the Union and employees informed of proposed organizational and technological change;
- iv) To consider and resolve the effects of any proposed changes on individual employees;
- v) To consider and resolve matters affecting job security, training, development, safety, health and well-being of employees;
- vi) To encourage employees' and Union suggestions; and
- vii) Department specific Labour Management Committees will be conducted in Engineering Operations, Library and Police. Union Officers attending such meetings shall suffer no loss of pay and shall be paid by the Employer. Minutes to be circulated to Human Resources.

b) Members

The Committee will be comprised of four (4) members to be appointed by the Employers and four (4) members to be appointed by the Union.

17.2 Occupational Health and Safety Committee

The Union and the Employers agree that safety is of the utmost concern in every area of operation. Occupational Health and Safety Committees shall be established in accordance with WorkSafeBC regulation and site specific needs. Meeting minutes are to be distributed to Manager, Health & Safety and CUPE Local 387 Occupational Health and Safety Committee. Recommendations shall be reported to the Manager, Health & Safety and the Director of Human Resources.

17.3 Personal Leave Committee

The Employers and the Union agree to establish a Joint Personal Leave Adjudication Committee to discuss issues arising from Article 9.6 Personal Leave. The Joint Committee will meet bi-annually. The Joint Committee will consist of not more than three (3) representatives of the Employers and not more than three (3) representatives of the Union. Union Officers attending such meetings shall suffer no loss of pay and shall be paid by the Employer.

18. CHANGES AFFECTING THE AGREEMENT

The Employers agree 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, workloads 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 will receive priority consideration for other employment with the Employers.

19. ERRORS AND OMISSIONS


Any minor errors and omissions will be addressed upon mutual agreement between the parties. Any revisions will not result in substantive change to the language of the Collective Agreement unless achieved through a Letter of Agreement.

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

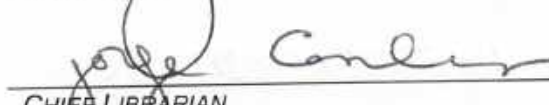
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:



ACTING DIRECTOR OF HUMAN RESOURCES
AND INFORMATION TECHNOLOGY



CHIEF CONSTABLE



CHIEF LIBRARIAN

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 387:



BUSINESS AGENT



PRESIDENT

SCHEDULE A1 – INSIDE CLASSES AND PAY GRADES

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Accounting Clerk 2	18	Clerk – Tree Bylaw Administration	15
Accounting Clerk Taxes	18	Clerk 1	11
Active Transportation Coordinator	19	Clerk 2	13
Administrative Services Assistant	17	Clerk 3	17
Agenda Secretary	16	Clerk Stenographer – Police	15
Animal Care Attendant	15	Clerk Typist 1 ☺	10
Animal Services Officer	18	Clerk Typist 2	13
Aquatic Leader ♦	17	Clerk Typist 3	15
Archivist	22	Committee Clerk	17
Arts Coordinator	22	Communications Coordinator	21
Assist. Coordinator Crime Prevention Services	19	Communications Coordinator II	25
Assistant – Electronic File Disclosure ♦	19	Communications Operator	17
Assistant Archivist	20	Community Energy & Emissions Specialist	25
Assistant City Clerk	19	Coordinator, Crime Prevention Svcs.	22
Assistant Manager, Queen's Park	21	Coordinator, Filming & Special Events	20
Assistant Program Coordinator	18	Corporate Energy & Emissions Specialist	25
Building Inspector	26	Court Services Clerk	22
Building Maintenance Worker	16	Court Services Unit Supervisor	23
Building Service Worker •	13	CPIC Operator	17
Building Services Supervisor •	17	Crime Analyst ♦	28
Business Licence Ambassador	22	Crisis Intervention Worker	17
Business Operations Assistant – Anvil Centre	17	Cultural Programmer	19
Business Systems Analyst	28	Cultural Services Facility Clerk – Anvil Centre	14
Business Systems Analyst/Programmer	28	Curator	22
Bylaw Officer	23	Customer Service Representative	17
Cashier Attendant	11	Database Coordinator	28
Cashier/Clerk – CGP	13	Dog License Canvasser	11
Clerk – Fire	15	Economic Development Assistant	18

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Economic Development Coordinator	23	GIS Specialist – Electrical	26
Elections Assistant	18	GIS Technician	21
Electrical Service Assistant	19	GIS Technologist	24
Electrical Technician	23	Graphics Artist	22
Electrical Utility Distribution Technologist	26	Help Desk Coordinator	24
Engineering Operations Clerk ★	15	Human Resources Assistant	17
Engineering Outreach Coordinator	22	Information and Privacy Coordinator	23
Engineering Project Technologist	27	Information Management Clerk	15
Engineering Records Coordinator	18	Information Technology Supervisor (Police) ♦	28
Engineering Technician	21	Information Technology Support Clerk	17
Engineering Technologist	26	Insurance & Risk Advisor	22
Environmental Coordinator 1	25	Intermediate Buyer	22
Environmental Coordinator 2	27	Landscape Design Technician	22
Environmental Technician – Arboriculture	21	Librarian 1	23
Event Leader ★	17	Librarian 2	24
Exhibit Custodian	17	Library Assistant 1	12
Exhibit Technician	19	Library Assistant 2	14
Facilities Maintenance Supervisor ■	22	Library Assistant 3	15
File Quality Reviewer	17	Library Assistant 4	18
Finance Clerk	15	Mapping Technician	19
Finance Coordinator	20	Meter Reader	15
Financial Analyst	25	Meter Reader – Collector	17
Financial Services Officer	25	Moody Park Arena Maintenance Sup ♦	18
Fitness Programmer ♦	18	Network Administrator	28
FOI & Privacy Coordinator	20	Network Analyst	26
FOI/Committee Clerk	18	Network and Systems Coordinator ♦	26
Food Service Coordinator ★	14	Office Assistant	15
Food Service Worker	10	Office Assistant – Anvil Centre	15
Forensic Video Analyst	23	Office Assistant, Parks & Recreation	13
Freedom of Information Assistant	18	Operations Coordinator ♦	23
GIS Coordinator	28	Parks & Rec Maintenance Worker ♦	15.5
GIS Specialist	26	Parks and Open Space Planner 2	30

Class Title	Pay Grade	Class Title	Pay Grade
Payroll Clerk	17	Recording Secretary	15
Payroll Coordinator	21	Records & Information Administrator	27
Payroll Specialist	19	Records Analyst	21
Physical Plant Maintenance Worker ♦	21	Recreation Facilities Assistant	16
Plan Checking Assistant	21	Recreation Facility Clerk	13
Plan Reviewer 1	21	Recreation Facility Clerk/Supervisor	15
Plan Reviewer 2	23	Recreation Facility Worker	13
Plan Reviewer 3	25	Recreation Leader	17
Planner 1	28	Recreation Leader - Attendant	15
Planner 2	30	Recreation Leader – Community Centre	16
Planner 3	33	Recreation Supervisor	22
Planning Analyst	24	Recruitment Coordinator Police	20
Planning Assistant 1	17	Registrar	17
Planning Assistant 2	20	Senior Animal Services Officer	19
Planning Research Assistant	19	Senior Billing Clerk	17
Planning Technician	22	Senior Building Inspector	28
Plumbing Inspector	26	Senior Bylaw Officer	24
Police Clerical Assistant 1	12	Senior Engineering Technologist	28
Police Clerical Assistant 2	14	Senior Network Administrator	30
Pool Service Worker	13	Senior Plan Reviewer	28
Pool Supervisor ♦	20	Senior Planning Analyst	26
PRIME Assistant	19	Senior Systems Analyst	30
PRIME Specialist	22	Service Desk Technician	20
Program Coordinator	20	Shelver **	
Programmer Analyst	26	Shift Lead-Facility Operations & Maint. ★	16
Public Engagement & Communications Coordinator	22	Storekeeper – Garage ♦	17
Purchasing Clerk	15	Storekeeper ♦	17
Quality Control Clerk	20	Storekeeper Assistant ♦	14
Quality Control Unit Supervisor	22	Strategic Initiatives Coordinator	27
Queen's Park Maintenance Supervisor ♦	20	Street Use & Parking Enforcement Officer ★	17

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Supervisor, Communications Operations	22	User Support Specialist	23
Supervisor, Facility Operations and Maint.	23	Utilities Clerk 2	17
Support Analyst	23	Venue Services Attendant ★	11
Technical Support Assistant	15	Victim Assistance Case Worker	19
Telephone Operator - Clerk	13	Victim Assistance Unit Coordinator	22
Transportation Planner	28	Volunteer Coordinator	18
Transportation Planner II	30	Youth Services Coordinator	20
Urban Forestry Technician	23		

- ⊛ This class receives an increment each 6 months - all other classes receive annual increments.
- ★ This class is assigned to a 37.5-hour week
- ◆ This class is assigned to a 40-hour week.
- This class is assigned to either a 37.5-hour week or a 40 hour week.
- This class can be assigned to a 35 or 37.5-hour work week.
- * This class is temporary and will be deleted when incumbent vacates this classification
- ** No Pay Grade for Shelver (2020 = \$17.78; 2021 = \$18.14)

SCHEDULE A2
INSIDE CLASSES - SALARY RATES BY CLASS

- A. Effective 2020 January 01 (2.00%)
B. Effective 2021 January 01 (2.00%)

<i>Pay Grade</i>		1	2	3	4	5
10	A	21.24	22.09	22.92	23.91	24.85
Clerk Typist 1 ☉ Food Service Worker	B	21.66	22.53	23.38	24.39	25.35
11	A	22.09	22.92	23.91	24.85	25.83
Cashier Attendant Clerk 1 Dog License Canvasser Venue Services Attendant ★	B	22.53	23.38	24.39	25.35	26.35
12	A	22.92	23.91	24.85	25.83	26.89
Library Assistant 1 Police Clerical Assistant 1	B	23.38	24.39	25.35	26.35	27.43
13	A	23.91	24.85	25.83	26.89	27.98
Building Service Worker • Cashier/Clerk – CGP Clerk 2 Clerk Typist 2 Office Assistant, Parks & Recreation Pool Service Worker Recreation Facility Clerk Recreation Facility Worker Telephone Operator – Clerk	B	24.39	25.35	26.35	27.43	28.54
14	A	24.85	25.83	26.89	27.98	29.11
Cultural Svs. Facility Clerk – Anvil Centre Food Service Coordinator ★ Library Assistant 2 Police Clerical Assistant 2 Storekeeper Assistant ♦	B	25.35	26.35	27.43	28.54	29.69
15	A	25.83	26.89	27.98	29.11	30.32
Animal Care Attendant Clerk – Fire Clerk – Tree Bylaw Administration Clerk Stenographer – Police Clerk Typist 3 Engineering Operations Clerk ★ Finance Clerk Information Management Clerk Library Assistant 3 Meter Reader Office Assistant Office Assistant – Anvil Centre Purchasing Clerk	B	26.35	27.43	28.54	29.69	30.93

Recording Secretary Recreation Facility/Clerk Supervisor Recreation Leader – Attendant Technical Support Assistant						
15.5	A	26.30	27.36	28.48	29.65	30.84
Parks & Recreation Maintenance Worker ♦	B	26.83	27.91	29.05	30.24	31.46
16	A	26.89	27.98	29.11	30.32	31.61
Agenda Secretary Building Maintenance Worker Recreation Facilities Assistant Recreation Leader – Community Centre Shift Lead – Facility Operations & Maint. ★	B	27.43	28.54	29.69	30.93	32.24
17	A	27.98	29.11	30.32	31.61	32.88
Administrative Services Assistant Aquatic Leader ♦ Building Services Supervisor • Business Operations Assistant Business Operations Assistant – Anvil Ctr. Clerk 3 Committee Clerk CPIC Operator Crisis Intervention Worker Customer Service Representative Event Leader ★ Exhibit Custodian File Quality Reviewer Human Resources Assistant Information Technology Support Clerk Meter Reader – Collector Payroll Clerk Planning Assistant 1 Recreation Leader Registrar Senior Billing Clerk ♦ Storekeeper ♦ Storekeeper – Garage ♦ Street User & Parking Enforcement Officer ★ Utilities Clerk 2	B	28.54	29.69	30.93	32.24	33.54
18	A	29.11	30.32	31.61	32.88	34.27
Accounting Clerk 2 Accounting Clerk Taxes Animal Services Officer Assistant Program Coordinator Economic Development Assistant Elections Assistant Engineering Records Coordinator FOI/Committee Clerk Freedom of Information Assistant Library Assistant 4 Moody Park Arena Maintenance Sup. ♦ Volunteer Coordinator	B	29.69	30.93	32.24	33.54	34.96

18.5	A	29.65	30.84	32.14	33.48	34.89
	B	30.24	31.46	32.78	34.15	35.59
19	A	30.32	31.61	32.88	34.27	35.70
Active Transportation Coordinator Assistant Coordinator Crime Prev. Svs. Assistant – Electronic File Disclosure ♦ Assistant City Clerk Cultural Programmer Exhibit Technician Mapping Technician Payroll Specialist Planning Research Assistant PRIME Assistant Senior Animal Services Officer Victim Assistance Case Worker	B	30.93	32.24	33.54	34.96	36.41
20	A	31.61	32.88	34.27	35.70	37.18
Assistant Archivist Coordinator, Filming & Special Events Finance Coordinator FOI & Privacy Coordinator Planning Assistant 2 Pool Supervisor ♦ Program Coordinator Quality Control Clerk Queen's Park Maintenance Supervisor ♦ Recruitment Coordinator Police Service Desk Technician Youth Services Coordinator	B	32.24	33.54	34.96	36.41	37.92
21	A	32.88	34.27	35.70	37.18	38.73
Assistant Manager, Queen's Park Communications Coordinator Engineering Technician Environmental Technician – Arboriculture GIS Technician Payroll Coordinator Physical Plant Maintenance Worker ♦ Plan Checking Assistant Plan Reviewer 1 Records Analyst	B	33.54	34.96	36.41	37.92	39.50
22	A	34.27	35.70	37.18	38.73	40.35
Archivist Arts Coordinator Business Licence Ambassador Coordinator, Crime Prevention Services. Court Services Clerk Curator Engineering Outreach Coordinator Facilities Maintenance Supervisor ■ Graphics Artist Insurance & Risk Advisor Intermediate Buyer Landscape Design Technician	B	34.96	36.41	37.92	39.50	41.16

Planning Technician PRIME Specialist Quality Control Unit Supervisor Recreation Supervisor Supervisor, Communications Operations Victim Assistance Unit Coordinator						
22.5	A	34.46	36.09	37.68	39.39	41.11
	B	35.15	36.81	38.43	40.18	41.93
23	A	35.70	37.18	38.73	40.35	42.10
Bylaw Officer Court Services Unit Supervisor Economic Development Coordinator Electrical Technician Forensic Video Analyst Information and Privacy Coordinator Librarian 1 Operations Coordinator ♦ Plan Reviewer 2 Supervisor, Facility Operations & Maint. Support Analyst User Support Specialist	B	36.41	37.92	39.50	41.16	42.94
24	A	37.18	38.73	40.35	42.10	43.90
GIS Technologist Help Desk Coordinator Librarian 2 Planning Analyst Senior Bylaw Officer	B	37.92	39.50	41.16	42.94	44.78
25	A	38.73	40.35	42.10	43.90	45.77
Communications Coordinator II Community Energy & Emissions Specialist Corporate Energy & Emissions Specialist Environmental Coordinator 1 Financial Analyst Financial Services Officer	B	39.50	41.16	42.94	44.78	46.69
26	A	40.35	42.10	43.90	45.77	47.69
Building Inspector Electrical Utility Distribution Technologist Engineering Technologist GIS Specialist GIS Specialist – Electrical Network Analyst Network and Systems Coordinator ♦ Plumbing Inspector Senior Planning Analyst	B	41.16	42.94	44.78	46.69	48.64
27	A	42.10	43.90	45.77	47.69	49.73
Engineering Project Technologist Environmental Coordinator 2 Records & Information Administrator Strategic Initiatives Coordinator	B	42.94	44.78	46.69	48.64	50.72

28	A	43.90	45.77	47.69	49.73	51.87
Business Systems Analyst Business Systems Analyst/Programmer Crime Analyst ♦ Database Coordinator GIS Coordinator Information Technology Sup. (Police) ♦ Network Administrator Planner 1 Senior Building Inspector Senior Engineering Technologist Senior Plan Reviewer Transportation Planner	B	44.78	46.69	48.64	50.72	52.91
29	A	45.77	47.69	49.73	51.87	54.09
	B	46.69	48.64	50.72	52.91	55.17
30	A	47.69	49.73	51.87	54.09	56.42
Parks and Open Space Planner 2 Planner 2 Senior Systems Analyst Transportation Planner II	B	48.64	50.72	52.91	55.17	57.55
33	A	54.07	56.46	58.85	61.41	64.07
Planner 3	B	55.15	57.59	60.03	62.64	65.35

- ⊕ This class receives an increment each 6 months - all other classes receive annual increments.
- ★ This class is assigned to a 37.5-hour week.
- ♦ This class is assigned to a 40-hour week.
- This class is assigned to either a 37.5-hour week or a 40-hour week.
- This class can be assigned to a 35 or 37.5-hour work week.
- ** No pay grade for Shelver (2020 = \$17.78; 2021 = \$18.14).

SCHEDULE A3
INSIDE CLASSES – SALARY RATES BY PAY GRADE

A. Effective 2020 January 01 (2.00%)

B. Effective 2021 January 01 (2.00%)

Pay Grade	A					Pay Grade	B						
	1	2	3	4	5		1	2	3	4	5		
10	A	21.24	22.09	22.92	23.91	24.85	21	A	32.88	34.27	35.70	37.18	38.73
	B	21.66	22.53	23.38	24.39	25.35		B	33.54	34.96	36.41	37.92	39.50
11	A	22.09	22.92	23.91	24.85	25.83	22	A	34.27	35.7	37.18	38.73	40.35
	B	22.53	23.38	24.39	25.35	26.35		B	34.96	36.41	37.92	39.50	41.16
12	A	22.92	23.91	24.85	25.83	26.89	22.5	A	34.46	36.09	37.68	39.39	41.11
	B	23.38	24.39	25.35	26.35	27.43		B	35.15	36.81	38.43	40.18	41.93
13	A	23.91	24.85	25.83	26.89	27.98	23	A	35.70	37.18	38.73	40.35	42.10
	B	24.39	25.35	26.35	27.43	28.54		B	36.41	37.92	39.50	41.16	42.94
14	A	24.85	25.83	26.89	27.98	29.11	24	A	37.18	38.73	40.35	42.10	43.90
	B	25.35	26.35	27.43	28.54	29.69		B	37.92	39.50	41.16	42.94	44.78
15	A	25.83	26.89	27.98	29.11	30.32	25	A	38.73	40.35	42.10	43.90	45.77
	B	26.35	27.43	28.54	29.69	30.93		B	39.50	41.16	42.94	44.78	46.69
15.5	A	26.30	27.36	28.48	29.65	30.84	26	A	40.35	42.10	43.9	45.77	47.69
	B	26.83	27.91	29.05	30.24	31.46		B	41.16	42.94	44.78	46.69	48.64
16	A	26.89	27.98	29.11	30.32	31.61	27	A	42.10	43.90	45.77	47.69	49.73
	B	27.43	28.54	29.69	30.93	32.24		B	42.94	44.78	46.69	48.64	50.72
17	A	27.98	29.11	30.32	31.61	32.88	28	A	43.90	45.77	47.69	49.73	51.87
	B	28.54	29.69	30.93	32.24	33.54		B	44.78	46.69	48.64	50.72	52.91
18	A	29.11	30.32	31.61	32.88	34.27	29	A	45.77	47.69	49.73	51.87	54.09
	B	29.69	30.93	32.24	33.54	34.96		B	46.69	48.64	50.72	52.91	55.17
18.5	A	29.65	30.84	32.14	33.48	34.89	30	A	47.69	49.73	51.87	54.09	56.42
	B	30.24	31.46	32.78	34.15	35.59		B	48.64	50.72	52.91	55.17	57.55
19	A	30.32	31.61	32.88	34.27	35.70	33	A	54.07	56.46	58.85	61.41	64.07
	B	30.93	32.24	33.54	34.96	36.41		B	55.15	57.59	60.03	62.64	65.35
20	A	31.61	32.88	34.27	35.7	37.18							
	B	32.24	33.54	34.96	36.41	37.92							

SCHEDULE B
OUTSIDE CLASSES – SALARY RATES

A. Effective 2020 January 01 (2.00%)

B. Effective 2021 January 01 (2.00%)

Class Title	Hourly Wage Rate	
	A	B
Arboriculture Technician	39.64	40.43
Arborist 1	35.36	36.07
Assistant Sign Painter	32.70	33.35
Automotive Service Worker	29.60	30.19
Coordinator, Greenhouse Operations	39.64	40.43
Coordinator – Parks & Open Space Maintenance	32.09	32.73
Equipment Operator 1	30.32	30.93
Equipment Operator 2	31.09	31.71
Equipment Operator 3	31.45	32.08
Equipment Operator 4a	33.01	33.67
Formsetter – Concrete Finisher	30.50	31.11
Gardener 1	35.36	36.07
Gardener 2	39.64	40.43
Greenhouse Operations Assistant	35.36	36.07
Horticulture Attendant	30.01	30.61
Irrigation Technician	32.09	32.73
Labourer 1	28.80	29.38
Labourer 2	29.15	29.73
Labourer 3	29.60	30.19
Maintenance Worker	31.19	31.81
Mechanic – Small Equipment	36.47	37.20
Park Attendant	30.01	30.61
Park Patroller	29.60	30.19
Parks Maintenance Specialist	35.36	36.07
Pump Station Maintenance Mechanic	37.67	38.42
Pump Station Services Worker	31.19	31.81
Sanitation Truck Driver	31.88	32.52
Senior Arborist	42.01	42.85
Sign Maintenance Worker	30.50	31.11
Subforeperson – Engineering Operations	32.70	33.35
Subforeperson – Mechanic	41.72	42.55
Tow Truck Operator	31.45	32.08
Tradesperson 1 – Carpenter	35.36	36.07
Tradesperson 1 – Mechanic	35.36	36.07

Class Title	Hourly Wage Rate	
	A	B
Tradesperson 2 – Carpenter	39.64	40.43
Tradesperson 2 – Mechanic	40.79	41.61
Tradesperson 2 – Sign Painter	39.64	40.43
Truckdriver 1	30.11	30.71
Truckdriver 2	30.89	31.51
Truckdriver 3	31.19	31.81
Turf Care Coordinator	39.64	40.43
Water Meter Mechanic	37.67	38.42

Apprentice Wage Rates - Tradesperson 2 Sign Painter/Carpenter

1st 6 months - 70% of Tradesperson 2	28.80	29.38
2nd 6 months - 72.5% of Tradesperson 2	28.80	29.38
3rd 6 months - 75% of Tradesperson 2	29.72	30.31
4th 6 months - 77.5% of Tradesperson 2	30.72	31.33
5th 6 months - 80% of Tradesperson 2	31.72	32.35
6th 6 months - 82.5% of Tradesperson 2	32.71	33.36
7th 6 months - 85% of Tradesperson 2	33.68	34.35
8th 6 months - 90% of Tradesperson 2	35.68	36.39

Apprentice Wage Rates - Tradesperson 2 Mechanic

Tradesperson 2 – Mechanic 85%	34.67	35.36
Tradesperson 2 – Mechanic 90%	36.71	37.44

The foregoing apprentice wage rates must be at least equal to the wage rate for the class of Labourer 1.

SCHEDULE C
RECREATION AND HOURLY RATED INSIDE CLASSES – SALARY RATES

A. Effective 2020 January 01 (2.00%)

B. Effective 2021 January 01 (2.00%)

<i>Class Title</i>		1	2	3
Aquatic Fitness Centre Supervisor	A	32.05	33.19	34.28
(this class is being used only for employee #1996 and is to be deleted when this employee vacates the job)	B	32.69	33.85	34.97
Concession Worker 1 *	A	18.73	19.05	19.37
	B	19.10	19.43	19.76
Concession Worker 2 *	A	19.75	20.24	20.58
	B	20.15	20.64	20.99
Fitness Advisor *	A	27.98	29.11	30.32
	B	28.54	29.69	30.93
Fitness Instructor 1 (per class)	A	40.35	41.46	42.59
	B	41.16	42.29	43.44
Fitness Instructor 2 (per class)	A	49.77	50.88	51.96
	B	50.77	51.90	53.00
Recreation Worker 1 *	A	19.37	19.78	20.94
	B	19.76	20.18	21.36
Recreation Worker 2 *	A	21.07	21.50	22.08
	B	21.49	21.93	22.52
Recreation Worker 3 *	A	23.81	24.59	25.80
	B	24.29	25.08	26.32
Recreation Worker 4 *	A	26.05	27.21	28.33
	B	26.57	27.75	28.90
Seniors/Adult Physical Activity Instructor (per class)	A	34.41	35.53	36.59
	B	35.10	36.24	37.32

Class Title		1	2	3
Specialist *	A	34.41	35.53	36.59
	B	35.10	36.24	37.32

Notes:

* Will be paid a minimum of two (2) hours when they report for their scheduled shift.

2nd increment will be effective at 1000 hours of employment in one class

3rd increment will be effective at 1000 hours of employment in one class

SCHEDULE D

MECHANICS TOOL LIST

<p>STANDARD COMBINATION WRENCHES $\frac{1}{4}$, $\frac{5}{16}$, $\frac{3}{8}$, $\frac{7}{16}$, $\frac{1}{2}$, $\frac{9}{16}$, $\frac{5}{8}$, $\frac{11}{16}$, $\frac{3}{4}$, $\frac{13}{16}$, $\frac{7}{8}$, $\frac{15}{16}$, 1, 1 $\frac{1}{16}$, 1 $\frac{1}{8}$, 1 $\frac{3}{16}$, 1 $\frac{1}{4}$</p>	<p>SHORT AND LONG IMPACT SOCKETS (1 of each type $\frac{3}{8}$ drive) $\frac{5}{16}$, $\frac{3}{8}$, $\frac{7}{16}$, $\frac{1}{2}$, $\frac{9}{16}$, $\frac{5}{8}$, $\frac{11}{16}$, $\frac{3}{4}$</p>
<p>STANDARD LINE WRENCHES $\frac{1}{4}$ - $\frac{5}{16}$, $\frac{3}{8}$ - $\frac{7}{16}$, $\frac{1}{2}$ - $\frac{9}{16}$, $\frac{5}{8}$ - $\frac{11}{16}$</p>	<p>SHORT AND LONG IMPACT SOCKETS (1 of each type $\frac{1}{2}$ drive) $\frac{13}{16}$, $\frac{7}{8}$, $\frac{15}{16}$, 1, 1 $\frac{1}{16}$, 1 $\frac{1}{8}$, 1 $\frac{3}{16}$, 1 $\frac{1}{4}$</p>
<p>METRIC COMBINATION WRENCHES 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22</p>	<p>SHORT AND LONG METRIC IMPACT SOCKETS (1 of each type $\frac{3}{8}$ drive) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20</p>
<p>METRIC LINE WRENCHES 9-11, 10-12, 13-14, 15-17, 16-18</p>	<p>SHORT AND LONG METRIC IMPACT SOCKETS (1 of each type $\frac{1}{2}$ drive) 15, 16, 17, 18, 19, 20, 21, 22, 23, 24</p>
<p>ADJUSTABLE WRENCHES 6", 8", 10", 15"</p>	<p>RACHET EXTENSIONS $\frac{3}{8}$ AND $\frac{1}{2}$ DRIVE (one of each) 2, 4, 6, 8, 11, 24</p>
<p>RACHET WRENCHES $\frac{3}{8}$, $\frac{1}{2}$</p>	<p>UNIVERSAL SOCKETS $\frac{3}{8}$ and $\frac{1}{2}$ inch drive (one of each)</p>
<p>AIR RACHETS $\frac{3}{8}$</p>	<p>BRAKE TOOLS</p>
<p>IMPACT GUNS $\frac{1}{2}$</p>	

SCHEDULE E

SUPPLEMENTARY VACATION

Applicable to Regular Full-Time employees hired before 1996 as listed below:

1015	1051	1077	1079	1112	1177
1179	1186	1208	1316	1334	1363
1444	1553	1597	1702	1810	1839
1907	1920	2125	2185	4317	4517
4551	8876				

SCHEDULE E

Vacation Year	Retirement Year																			
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
1995	-4	1	1	1	1	-4	1	1	1	1	-4	1	1	-4	1	-4	1	1	1	1
1994	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0
1993	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0
1992	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0
1991	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0
1990	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0
1989	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0
1988	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0
1987	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0
1986	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0
1985	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0
1984	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0
1983	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0
1982	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0
1981	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0
1980	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0
1979	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0
1978	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0
1977	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0
1976	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0

SCHEDULE F

#2021 - 07
LETTER OF AGREEMENT
Between the
CORPORATION OF THE CITY OF NEW WESTMINSTER
And The
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: COMPRESSED DAY OFF PROGRAM (CDO)

GENERAL PROVISIONS

1. The Compressed Day Off program is based on the principle that additional time worked accrues so that an additional day off (referred to as the "compressed day off" or "CDO") may be taken during the period in which it is earned or at a later date.
2. The program will only apply to Regular Full-Time and Temporary Full-Time employees within operationally feasible work units. Participation is optional for eligible employees.
3. Where it is operationally feasible, employees may opt in or opt out of the program only once per calendar year with a minimum of one month's written notice to their supervisor/manager. The program period will be from January 1 to December 31.
4. All employees participating in this program will work an additional 30 minutes at the beginning or end of their regular shift at a pre-determined start and end time. The additional 30 minutes will accrue in a CDO bank.
5. The compressed day off will be taken as 7.0 hours, 7.5 hours or 8.0 hours, as applicable, and will be paid at the employee's regular rate of pay.
6. There will be a joint annual review to ensure that the program continues to meet operational and customer service requirements.

SCHEDULING PROVISIONS

7. Supervisors/managers are responsible for scheduling CDO for their employees.
8. Employees will not be allowed to reduce or skip their meal periods to make up the additional compressed time.
9. In the event of an unforeseen circumstance, an employee may be asked to work on a scheduled compressed day off which would be considered a regular work day and not overtime. The employee will reschedule the missed compressed day off at a mutually agreeable time.

10. When taking a CDO, employees will be able to take a ½-day or a full day. If there is insufficient time in the CDO bank to provide for a ½ day or a full day, employees may choose one of the following options:
 - a) Take the CDO with the difference being drawn from the employee's vacation bank, overtime bank, gratuity bank, etc.; or
 - b) Defer the CDO by providing advance notice to the supervisor and reschedule the missed CDO at a mutually agreeable time.
11. Although there will be a compressed time bank for employees, it is not intended for compressed days off to be accumulated. Employees' compressed time bank balances should not exceed two (2) compressed days off at any given time and will be reviewed every three (3) months to ensure compliance. As an exception, accumulation of compressed time beyond the two (2) day limit will only be permitted for operational reasons.
12. If a compressed day off falls within an approved acting assignment, an employee will be paid the cash differential between the acting rate and the default rate for the CDO earned time.

OVERTIME PROVISIONS

13. For purposes of overtime, the workday will be considered to be 7.5 hours (35 hour work week), 8.0 hours (37.5 hour work week), or 8.5 hours (40 hour work week).
14. Overtime is calculated as time worked over and above the compressed hours per day.
15. Employees must obtain approval from the Department Head, or designate, in advance of working any overtime.

APPROVED LEAVE PROVISIONS

16. A compressed day off is a day when the employee is not required to be at work and therefore is not considered any form of approved leave.
17. Any approved leave taken will equal 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week) as applicable.
18. Employees who take an approved leave on a day (or partial day) will not earn the additional time each day in the compressed time bank.
19. Employees attending City approved training and development related to their employment will accrue the additional time each day in the compressed time bank.
20. If an employee is sick on a compressed day off, they will not receive sick benefits.
21. Employees on a graduated return to work will have their participation in the program temporarily suspended until they return to work on a full-time basis.
22. Employees are expected to schedule medical and dental appointments on a compressed day off.

STATUTORY HOLIDAYS PROVISIONS

23. The number of hours in a statutory holiday will be equivalent to the employee's standard work day, specifically 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week).

OTHER COLLECTIVE AGREEMENT PROVISIONS

24. All other terms and conditions of employment will be in accordance with the provisions of the 2020 – 2021 Collective Agreement between the City of New Westminster and CUPE Local 387.

TERM OF AGREEMENT

25. This Agreement will be effective during the term of the Collective Agreement with the understanding that either the Employer or Union may cancel this Letter of Understanding with four (4) months written notice to the other party.

26. In the event that the CDO program is discontinued, any remaining hours in the CDO bank should be liquidated within sixty (60) calendar days of the termination date of the CDO program.

Dated at New Westminster, British Columbia this 19th day of January, 2023.

Signed on behalf of the Employer:







Signed on behalf of the Union:





APPENDICES

APPENDIX 1

CITY OF NEW WESTMINSTER

INSIDE EMPLOYEES

NON STANDARD HOURS OF WORK, NOTICE OF SHIFT CHANGE, OVERTIME AND STATUTORY HOLIDAYS

Classification	Item Number
Agenda Secretary	1
Animal Services Officer	2
Animal Care Attendant	2
Aquatic Leader	3
Archivist (Cultural Services)	14
Arts Coordinator (Cultural Services)	14
Assistant Archivist (Cultural Services)	14
Assistant City Clerk	9
Assistant Coordinator of Crime Prevention Services	25
Assistant Coordinator, Victim Assistance	37
Assistant Manager – Queen's Park	33
Assistant Program Coordinator (Aquatics, Fitness – CGP & Aquatic Instruction)	3
Assistant Program Coordinator (except those in Aquatics)	29
Building Maintenance Supervisor (except those in Parks and Recreation)	5
Building Service Worker	5
Building Services Supervisor (except those in Parks and Recreation)	5
By-Law Officer	25
Cashier Attendant	6
Clerk Typist 3 – Engineering Services Department	7
Committee Clerk	9
Communications Coordinator	25
Coordinator of Crime Prevention Services	25
Coordinator, Filming and Special Events	8
Court Services Clerk	11
CPIC Operator	12
Crime Analyst	13
Cultural Programmer (Cultural Services)	14
Curator (Cultural Services)	14
Engineering Operations Clerk	15
Event Leader	16
Exhibit Technician (Cultural Services)	14
Facilities Maintenance Supervisor	17

File Quality Reviewer	18
Food Services Coordinator	19
Food Services Worker	20
Library	21
Moody Park Arena Maintenance Supervisor	4
Network and Systems Coordinator	22
Operations Coordinator	23
Parks and Recreation Maintenance Worker	4
Physical Plant Maintenance Worker	24
Planner 1	25
Planner 2	25
Planner 3	25
Planning Analyst	25
Police Clerical Assistant 2	26
Pool Service Worker	27
Pool Supervisor	33
Program Coordinator (Cultural Services)	14
Program Coordinator	33
Public Engagement and Communications Coordinator	25
Queen's Park Maintenance Supervisor	33
Recreation Facility Clerk	28
Recreation Leader	29
Recreation Leader Attendant – Centennial Community Centre	30
Recreation Leader Attendant – Queensborough Community Centre	31
Recreation Worker 1	32
Registrar (Cultural Services)	14
Senior Animal Services Officer	2
Senior Planning Analyst	25
Storekeeper	34
Storekeeper – Garage	34
Storekeeper Assistant	34
Street Use and Parking Enforcement Officer	35
Support Analyst (formerly Computer Technician)	10
Transportation Planner	25
Venue Services Attendant	36
Victim Assistance	37
Victim Assistance Caseworker	37
Volunteer Coordinator	33
Volunteers – Museum and Irving House	38
Youth Services Coordinator	33

1. **AGENDA SECRETARY**

Hours of Work:

This applies to all Regular employees in the classification of Agenda Secretary in the Legislative Services Department.

The normal hours of work for employees in the job classification of Agenda Secretary will be any seven (7) consecutive hours (seventy (70) hours per two week pay period), exclusive of a one (1) hour meal period, scheduled between the hours of 08:00 and 22:00, Monday to Friday.

These shifts will be eligible for shift differential in accordance with the applicable provisions of the collective agreement.

Regular part time employees may work non-standard hours as outlined in this agreement, however, all other provisions of the collective agreement will apply.

Notice of Shift Change:

Based on operational requirements, employees will be provided with fourteen (14) calendar days of notice of any schedule changes.

Overtime:

Overtime provisions for Regular Full Time employees will become effective after working more than seven (7) hours per shift, or more than seventy (70) hours in a two (2) week pay period. Overtime for Regular Part Time employees will follow the provisions of the collective agreement as outlined in Article 5.11.

2. **ANIMAL SERVICES (Animal Care Attendant, Animal Services Officer, Senior Animal Services Officer)**

Hours of Work:

This applies to all Regular Full-Time and Temporary Full-Time employees in the job classification of Senior Animal Services Officer, Animal Services Officer and Animal Care Attendant.

The normal daily hours of work for employees in the job classifications of Animal Services Officer and Animal Care Attendant shall be any seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period, scheduled between the hours of 07:00 and 20:00, worked over five (5) consecutive days with two (2) days of rest.

The normal daily hours of work for employees in the job classification of Senior Animal Services Officer shall be any seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period, scheduled between the hours of 07:00 and 17:00, worked over five (5) consecutive days with two (2) days of rest.

Due to the nature of the work performed, it will be permissible for such employees to work a flexible schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

Regular Part-Time, Temporary Part-Time and Auxiliary employees may work non-standard hours as outlined in this agreement, however all other provisions of the Collective Agreement shall apply.

Notice of Shift Change:

Each employee covered by this Agreement will be provided with written notice, at least fourteen (14) calendar days in advance of any shift change, except for short periods, where unforeseen circumstances require the Employer to institute a shift change.

Overtime:

Overtime rates will apply when a Regular Full-Time or Temporary Full-Time employee works more than seven (7) hours in a twenty-four (24) hour period or more than seventy (70) hours in a two (2) week pay period.

Overtime for Regular Part-Time and Temporary Part-Time shall follow the provisions of the Collective Agreement as outlined in Article 5.11 except (d).

Overtime provisions for Auxiliary employees shall follow the provisions of the Collective Agreement as outlined in Article 5.12 except for (d).

3. **AQUATIC EMPLOYEES (Aquatic Leader, Assistant Program Coordinator – Aquatics, Assistant Program Coordinator – Fitness (Canada Games Pool) Aquatics, Assistant Program Coordinator – Aquatic Instruction):**

Hours of Work:

The normal daily hours of work for employees assigned to the class of Aquatic Leader and Assistant Program Coordinator (Aquatics, Fitness or Aquatic Instruction) will be eight (8) consecutive hours, excluding a one-half (0.5) hour unpaid meal break and five (5) consecutive working days with two (2) days of rest. An employee assigned to one or more of these Classes will work on any day of the week between the hours of 06:00 and 24:00. These classes are eligible for shift differential.

Due to the nature of the work and the needs of the facility, an employee assigned to these classes may be required to work a flexible schedule comprising more than five (5) days of work in a week but no more than six (6) consecutive days. An employee will not be scheduled for more than ten (10) days of work in a two (2) week pay period. If an employee is scheduled to work for more than five (5) consecutive days, an alternative schedule will be agreed upon between the employee and the scheduler. The revised schedule will be based on the operation of the facility.

Notice of Shift Change:

If an employee is scheduled to work for more than five (5) consecutive days, an alternative schedule will be agreed upon between the employee and the scheduler. The revised schedule will be based on the operation of the facility.

Overtime:

Overtime rates will apply to all hours worked by employees of these Classes beyond eight (8) hours in a day and eighty (80) hours in any two (2) week pay period. If an employee, who has been scheduled to work a modified shift of more than five (5) consecutive days, is required to work more than six (6) days without a twenty-four (24) hour break in service, the employee will be eligible for overtime rates until a twenty-four (24) hour break in service has been completed. Overtime rates will apply if an employee is unexpectedly requested to work with less than forty-eight (48) hours of notice to the employee.

4. **ARENA STAFF (Moody Park Arena Maintenance Supervisor, Parks & Recreation Maintenance Worker)**

Hours of Work:

The normal hours of work for employees employed in the Arena will be any eight (8) consecutive hours and five (5) consecutive days with two (2) days of rest (without shift differential). Due to the nature of the work carried on by the Arena staff, it will be permissible for such employees to work more than five (5) shifts in a week; however, they will not average more than forty (40) hours per week in a two (2) week period. The classes of Parks & Recreation Maintenance Worker and Moody Park Arena Maintenance Supervisor are eligible for shift differential.

Overtime:

Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of forty (40) hours in a two (2) week pay period.

5. **BUILDING SERVICES (Building Service Worker, Building Maintenance Supervisor (except those in Parks and Recreation), Building Services Supervisor (except those in Parks and Recreation))**

Hours of Work:

The normal hours of work for the classifications of Building Service Worker, Building Services Supervisor and Building Maintenance Supervisor, except for those in Parks and Recreation facilities, will be any seven and one-half (7.5) consecutive hours between 06:00 and 24:00, exclusive of a one-half (0.5) hour unpaid meal period. These shifts will be worked over five (5) consecutive days, including weekends, with two (2) days of rest. These classes are eligible for shift differential.

1.1 **Building Maintenance Supervisor**

06:30 to 15:00 with a one (1) hour unpaid meal period, Monday to Friday inclusive.

1.2 Building Service Worker and Building Services Supervisor

a) City Hall

- Shift 1 • 07:00 to 15:00
- Shift 2 • 16:00 to 24:00

b) Engineering Operations

- Shift 1 • 15:00 to 23:00

c) Library

- Shift 1 • 06:30 to 14:30

Notice of Shift Change:

Employees covered by this Article will be provided with written notice, at least thirty (30) calendar days in advance of any shift change except for short periods, where unforeseen circumstances require the Employers to institute a shift change.

Overtime:

Overtime rates will apply when an employee works more than seven and one-half (7.5) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of thirty-seven and one-half (37.5) hours in a two (2) week period.

6. CASHIER ATTENDANT

Hours of Work:

This applies to all Regular Full-Time, Regular Part-Time and Auxiliary employees in the classification of Cashier Attendant.

The normal daily hours of work for Regular Full-Time employees in this classification will be a seven (7) consecutive hours, scheduled within a seven (7) day work week, scheduled between 05:00 and 23:00, exclusive of a half (1/2) hour unpaid meal period. Due to the nature of the work performed, it will be permissible for all employees (Regular Full-Time, Regular Part-Time and Auxiliary) to work a flexible schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

Auxiliary employees will be paid a minimum of two (2) hours when they report for their scheduled shift.

Notice of Shift Change:

In regards to work schedule changes for Regular Full-Time or Regular Part-Time employees, the Employer will provide fourteen (14) calendar days notice of a change in work schedule. Scheduling changes that are required to meet operational requirements within the fourteen (14) day notification time period may occur if mutually agreeable between the Employer and the Regular Full-Time or Regular Part-Time employees.

Overtime:

Overtime rates will apply when a Regular Full-Time employee works more than seven (7) per shift or more than seventy (70) hours in a two (2) week pay period.

Overtime provisions for Regular Part-Time employees as outlined in Article 5.11 of the Collective Agreement.

Overtime provisions for Auxiliary employees as outlined in Article 5.12 of the Collective Agreement.

7. CLERK TYPIST 3 – ENGINEERING SERVICES DEPARTMENT

Hours of Work:

This applies to all Regular employees in the classification of Clerk Typist 3 in the Engineering Services Department.

The normal hours of work for Regular Full-Time employees will be any seven (7) consecutive hours (seventy (70) hours per two (2) week pay period), exclusive of a one (1) hour unpaid meal period, scheduled between the hours of 08:00 and 22:00, Monday to Friday.

These shifts will be eligible for shift differential in accordance with the applicable provisions of the Collective Agreement.

Regular Part-Time employees may work non-standard hours as outlined in this agreement; however, all other provisions of the Collective Agreement will apply.

Overtime:

Overtime provisions for Regular Full-Time employees will become effective after working more than seven (7) hours per shift, or more than seventy (70) hours in a two (2) week pay period. Overtime for Regular Part-Time employees will be in accordance with Article 5.11.

8. **COORDINATOR, FILMING AND SPECIAL EVENTS**

A. Coordinator, Filming:

Hours of Work:

The normal hours of work for an employee assigned to this class will be any seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period, worked over five (5) consecutive days with two (2) days of rest. Due to the nature of the work performed by these employees, it will be permissible for such employee to work more than five (5) shifts in a week; however, they will not average more than thirty-five (35) hours per week in a two (2) week period.

Overtime:

Overtime rates will apply when an employee works more than seven (7) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of thirty-five (35) hours in a two (2) week pay period.

B. Coordinator, Special Events

Hours of Work:

This applies to all Regular Full-Time and Temporary Full-Time employees in the classification of Coordinator, Special Events performing special events work within Parks and Recreation.

The core assigned hours will be seventy (70) hours in a two (2) week pay period.

Regular and Temporary Part-Time employees may work non-standard hours, however all other provisions of the Collective Agreement will apply.

The normal daily hours of work for any employee in the classification of Coordinator, Special Events, performing special events coordination work within Parks and Recreation, will be any seven (7) consecutive hours, scheduled between the hours of 07:00 and 23:00, exclusive of a one (1) hour unpaid meal period. Hours of work will be scheduled over five (5) consecutive days with two (2) days of rest, however, due to the nature of the work performed and the exigencies of the operational requirements, it will be permissible for such employees to work a flexible work schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

This job classification shall be eligible for Shift Differential.

Overtime:

Overtime rates will apply when a Regular or Temporary Full-Time employee works more than seven (7) hours per shift or more than seventy (70) hours in a two (2) week pay period.

Overtime for Regular or Temporary Part Time employees will follow the provisions of the Collective Agreement as outlined in Article 5.11 except for (d).

Overtime provisions for Auxiliary employees as outlined in Article 5.12 of the Collective Agreement, will apply.

Statutory Holidays:

The Employer, at its discretion, may require a Regular or Temporary Full-time employee to work on a Statutory Holiday. If an employee is scheduled to work on a Statutory Holiday, the employee would receive straight time pay for the hours worked. In addition, the employee would receive an equivalent of one and one-half (1.5) times their hours worked on the Statutory Holiday, placed in the overtime bank to be taken as time off at another time.

9. **ASSISTANT CITY CLERK AND COMMITTEE CLERK**

Hours of Work:

The normal daily hours of work for the above-noted class will be seven (7) consecutive hours (thirty-five (35) hours per week), exclusive of a one (1) hour unpaid meal period, scheduled between the hours of 08:00 and 22:00, Monday to Friday. These shifts will be eligible for shift differential in accordance with the applicable provision of the Collective Agreement.

Notice of Change:

The specific weekdays on which these shifts are scheduled may be changed with a minimum of two (2) weeks of notice.

10. **SUPPORT ANALYST (FORMERLY COMPUTER TECHNICIAN – LIBRARY SUPPORT SERVICES)**

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class at the Library, will be any seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period, between the hours of 08:00 to 17:00 worked over five (5) consecutive days, which may include weekends, with two (2) days of rest. Due to the nature of the work performed by these employees, it will be permissible for such employee to work more than five (5) shifts in a week; however, they will not average more than thirty-five (35) hours per week in a two (2) week period.

Overtime:

Overtime rates will apply when an employee works more than seven (7) hours in a twenty-four (24) hour period or beyond a weekly average of thirty-five (35) hours in a two (2) week pay period.

11. **COURT SERVICES CLERK**

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class will be any seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period between the hours of 06:30 to 16:30. These shifts will be worked over five (5) consecutive days, Sunday through Friday, with two (2) consecutive days of rest.

Notice of Shift Change:

Each employee covered by this Article will be provided with written notice, at least thirty (30) calendar days in advance of any shift change except for short periods, where unforeseen circumstances require the Employers to institute a shift change.

Statutory Holidays:

All employees occupying the position of Court Services Clerk will receive a Stat Bank of eighty-four (84) hours at the beginning of the year which will be taken as time off in lieu of working stat holidays (cannot be taken in blocks). Stat days worked will be paid at the normal straight time rate. The Court Services Clerk may request to take a Statutory Holiday

off, if scheduled to work, and will utilize their Stat Bank, Vacation Leave, or another leave entitlement to cover the seven (7) hour shift. The Stat Bank will be prorated for the remaining portion of the year from the date of signing of this agreement.

12. CPIC OPERATOR

Hours of Work:

The normal daily hours of work for Regular Full-Time employees in the classification of CPIC Operator will be any seven (7) consecutive hours scheduled between the hours of 08:00 and 24:00, Monday to Friday, exclusive of a one hour (1) unpaid meal period.

Overtime:

Overtime rates will apply when a Regular Full-Time employee works more than seven (7) hours in a day or more than thirty-five (35) hours in a work week.

13. CRIME ANALYST

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class will be any eight (8) consecutive hours, exclusive of a one (1) hour unpaid meal period between the hours of 08:00 to 18:00, worked Monday through Friday inclusive.

Notice of Change:

Employees assigned to this classification will be provided with written notice, at least thirty (30) calendar days in advance of any shift change except for short periods, where unforeseen circumstances require the Employers to institute a shift change.

14. CULTURAL SERVICES (ARTS COORDINATOR; CULTURAL PROGRAMMER; CURATOR; ARCHIVIST; ASSISTANT ARCHIVIST; PROGRAM COORDINATOR; REGISTRAR and EXHIBIT TECHNICIAN)

Hours of Work:

This applies to all Regular and Temporary Full-Time employees in the classifications of Arts Coordinator; Cultural Programmer; Curator; Archivist; Assistant Archivist; Program Coordinator; Registrar and Exhibit Technician. The core assigned hours will be seventy (70) hours in a two (2) week pay period. The normal daily hours of work for any employee in

these classifications will be any seven (7) consecutive hours, scheduled between 05:00 and 24:00, exclusive of a one (1) hour unpaid meal period.

Hours of work will be scheduled over five (5) consecutive days with two (2) days of rest, however, due to the nature of the work performed and the exigencies of the facility and operational requirements, it will be permissible for such employees to work a flexible work schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

These classifications shall not be eligible for Shift Differential.

Notice of Change:

Based on operational requirements, employees will be provided with forty-eight (48) hours of notice of any schedule changes.

Overtime:

Based on the operational needs of the relevant department, an employee may work more than seventy (70) hours in a two (2) week pay period.

Any hours accumulated beyond seventy (70) will be banked at straight time. Such banked time will be liquidated in time off as soon as possible following the day for which it is recognized. In no instance may an employee have more than the equivalent of five (5) working days accumulated in their straight time bank at any given time. Any bank of straight time hours will normally be completely liquidated in time off by November 30th in each calendar year.

For overtime hours worked that are more than the allowable bank of five (5) working days, applicable overtime rates will apply when a Regular or Temporary Full-Time works more than seven (7) hours per shift, or more than seventy (70) hours in a two (2) week pay period. This provision only applies to Regular or Temporary Full-Time employees in these job classifications.

Auxiliary or Regular Part-Time and Temporary Part-Time employees in these job classifications are excluded from receiving the straight time bank and will receive applicable overtime in accordance with the provisions of the Collective Agreement as outlined in Article 5.11 except for (d) and Article 5.12.

15. **ENGINEERING OPERATIONS CLERK**

Hours of Work:

The normal hours of work for an employee assigned to this class will be a seven and one-half (7.5) hour day - thirty-seven and one-half (37.5) hour week, from 08:00 to 16:30 with a one (1) hour unpaid meal period, Monday to Friday inclusive.

16. **EVENT LEADER**

Hours of Work:

This applies to all Regular Full-Time and Temporary Full-Time employees in the classification of Event Leader.

The core assigned hours will be seventy-five (75) hours in a two (2) week pay period.

Regular and Temporary Part-Time employees may work non-standard hours as outlined in this agreement however, all other provisions of the collective agreement will apply.

The normal daily hours of work for any employee in the classification of Event Leader will be any seven and one half (7.5) consecutive hours, scheduled between 05:00 and 24:00, exclusive of a one half hour (0.5) unpaid meal period

Hours of work will be scheduled over five (5) consecutive days with two (2) days of rest, however, due to the nature of the work performed and the exigencies of the facility and operational requirements, it will be permissible for such employees to work a flexible work schedule which incorporates any combination of days and hours, but does not exceed seventy-five (75) hours in a two (2) week pay period.

This classification shall not be eligible for Shift Differential.

Notice of Change:

Based on operational requirements, employees will be provided with forty-eight (48) hours of notice of any schedule changes.

Overtime:

Based on operational needs, an employee may work more than seventy-five (75) in a two (2) week pay period.

Any hours accumulated beyond seventy-five (75) hours, will be banked at straight time. Such banked time will be liquidated in time off as soon as possible following the day for which it is recognized. In no instance may an employee have more than the equivalent of five (5) working days accumulated in their straight time bank at any given time. Remaining hours in the straight time bank will be paid out in cash each November 30.

For overtime hours worked that is more than the allowable bank of five (5) working days, applicable overtime rates will apply when a Regular or Temporary Full-Time works more than seven and one-half (7.5) hours per shift, or more than or seventy-five (75) hours in a two (2) week pay period.

This provision only applies to Regular Full-Time or Temporary Full-Time employees in the job classification of Event Leader.

Auxiliary or Regular Part-Time or Temporary Part-Time employees in the job classification listed in this Letter of Agreement are excluded from receiving the straight time bank and will receive applicable overtime in accordance with the provisions of the Collective Agreement.

Overtime for Auxiliary, Regular Part-Time and Temporary Part Time employees will follow the provisions of the collective agreement as outlined in Article 5.11 except for (d) and Article 5.12.

17. FACILITIES MAINTENANCE SUPERVISOR

Hours of Work:

The normal daily hours of work for the classification of Facilities Maintenance Supervisor will be any seven (7) consecutive hours scheduled between 07:00 and 17:00, exclusive of a one (1) hour unpaid meal period, Monday to Friday inclusive. The normal weekly hours of work will be thirty-five (35) hours.

Notice of Change:

Each employee covered by this Agreement will be provided with written notice, at least fourteen (14) calendar days in advance of any shift change except for short periods, where unforeseen circumstances require the Employer to institute a shift change.

18. FILE QUALITY REVIEWER

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class will be any eight (8) consecutive hours, exclusive of a one (1) hour unpaid meal period between the hours of 06:00 to 24:00. The shifts are as described below and starting times will be determined by mutual agreement.

5 on 3 off schedule (9 hour days with 1 hr lunch (work 8)) = average 35 hr week every 8 weeks

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a
B	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d
C	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x
D	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	x	x	x	d	d	d	a	a	X

Statutory Holidays:

Employees assigned to this class will receive a Statutory Holiday Bank of eighty-four (84) hours at the beginning of the year which will be taken as time off in lieu of working Statutory Holidays (cannot be taken in blocks). Statutory Holidays worked will be paid at normal straight time rate. The File Quality Reviewer may request to take a Statutory Holiday off, if scheduled to work, and will utilize their Statutory Holiday Bank, Vacation Leave, or another leave entitlement to cover the eight (8) hour shift.

19. FOOD SERVICES COORDINATOR

Hours of Work:

The normal hours of work for an employee employed as a Food Services Coordinator may include any seven and one half (7.5) consecutive hours worked up to five (5) consecutive days with two (2) days of rest. Due to the nature of the work carried on by this employee, it

shall be permissible for this employee to work more than five (5) shifts in a week; however, this employee shall not average more than thirty-seven and one half (37.5) hour per week in a two (2) week pay period.

Overtime:

Overtime rates will apply when this employee works more than seven and one half (7.5) hours in a twenty-four (24) hour period or beyond a weekly average of thirty-seven and one half (37.5) hours in a two (2) week period.

20. FOOD SERVICES WORKER

Hours of Work:

Applies to all Regular employees in the classification of Food Service Worker within the Parks and Recreation Department.

Due to the nature of the work performed, it will be permissible for such employees to work a flexible schedule. The normal daily hours of work for employees in the job classification of Food Service Worker will be any combination of days and hours, scheduled between 05:00 and 20:00, Sunday to Friday, but does not exceed seven (7) hours per shift or seventy (70) hours in a two (2) week pay period.

Regular part time employees may work non-standard hours as outlined in this agreement, however, all other provisions of the collective agreement will apply.

Notice of Change:

Based on operational requirements, employees will be provided with fourteen (14) calendar days of notice of any schedule changes. Any notice that is less than fourteen (14) days will be mutually agreed upon between the employee and the employee's immediate supervisor.

Overtime:

Overtime provisions for Regular Full-Time employees will become effective after working more than seven (7) hours per shift, or more than seventy (70) hours in a two (2) week pay period. Overtime for Regular Part-Time employees will follow the provisions of the collective agreement as outlined in Article 5.11.

21. **LIBRARY**

Hours of Work:

Non-standard hours of work for Inside Employees shall apply to all Regular Full-Time and Regular Part-Time Library employees in the job classifications of Librarian 2, Librarian 1, Library Assistant 4, Library Assistant 3, Library Assistant 2, Library Assistant 1 and Shelver.

The normal work schedule shall be any five (5) days in a seven (7) day work week.

The normal daily hours of work for employees in the above noted job classifications shall be any seven (7) consecutive hours, exclusive of a one (1) hour or one half (1/2) hour unpaid meal period, scheduled between 07:00 and 22:00, worked over five (5) days with two (2) days of rest.

Due to the nature of the work performed, it shall be permissible for such employees to work a flexible schedule which incorporates any combination of days and hours, but does not exceed eight (8) hours per shift or seventy (70) hours in a two (2) week period.

Notice of Shift Change:

Based on operational requirement, Regular Full-Time and Regular Part-Time employees shall be provided with fourteen (14) days' notice of any schedule changes.

Overtime:

An employee who is required to work in excess of eight (8) hours per shift or seventy (70) hours in a two (2) week period shall be compensated at overtime rates according to the provision of the CUPE, Local 387 Collective Agreement. All overtime assignments are subject to the advance approval of the Chief Librarian or designate.

22. **NETWORK & SYSTEMS COORDINATOR**

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class will be any eight (8) consecutive hours, exclusive of a one-half (0.5) hour unpaid meal period between the hours of 07:00 to 18:30, and the normal weekly hours of work for such employee will be forty (40) hours worked over five (5) consecutive days followed by two (2) consecutive days off.

Overtime:

Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of forty (40) hours in a two (2) week pay period.

23. OPERATIONS COORDINATOR

Hours of Work:

The normal hours of work for an employee occupying the above-noted class will be any eight (8) consecutive hours, excluding a one-half (½) hour unpaid meal period, between the hours of 07:00 to 5:00, and the normal weekly hours of work for such employee will be forty (40) hours worked during five (5) consecutive days followed by two (2) consecutive days off.

24. PHYSICAL PLANT MAINTENANCE WORKER

Hours of Work:

The normal hours of work for an employee assigned to the above-noted class will be eight (8) consecutive hours (forty (40) hours per week), exclusive of a one-half (0.5) hour.

25. ASSISTANT COORDINATOR OF CRIME PREVENTION SERVICES / BY-LAW OFFICER / COMMUNICATIONS COORDINATOR / COORDINATOR OF CRIME PREVENTION SERVICES / PLANNER 1 / PLANNER 2 / PLANNER 3 / PLANNING ANALYST / PUBLIC ENGAGEMENT AND COMMUNICATIONS COORDINATOR / SENIOR PLANNING ANALYST / TRANSPORTATION PLANNER

Hours of Work:

For any employee assigned to the above-noted classes, the normal daily hours of work will be seven (7) consecutive hours (thirty-five (35) hours per week), exclusive of a one (1) hour meal period, scheduled between 08:00 and 20:00, Monday to Friday.

Where an employee is scheduled to work an extended work day (in the occurrence of something like a public session or meeting), the employee may, subject to the approval of their Supervisor, choose to:

- a) work their normally scheduled shift plus the extended portion of the day; or
- b) delay the start of their shift by the number of hours the work day was extended.

Where the hours are extended, the employee shall work such hours at straight time and bank these additional hours to be taken as time off at a time mutually agreeable between the employee and the Department Head. At the employee's option, the banked hours may also be cashed out. In the event of a disagreement between the employee and the Department Head, the Chief Administrative Officer or the Chief Constable will make the final determination.

An employee may accumulate up to five (5) working days at any one time.

Employees assigned to these shifts will be eligible for shift differential.

Notice of Shift Change:

The specific hours during which these shifts are scheduled may be changed with a minimum of seven (7) calendar days of notice, except for meetings of City Council, where the notice period will be a minimum of five (5) calendar days.

26. POLICE CLERICAL ASSISTANT 2

Hours of Work:

All employees occupying the position of Police Clerical Assistant 2 will work ten (10) consecutive hours on an assigned shift of four (4) days on and four (4) days off worked between 08:00 and 19:00, exclusive of a one (1) hour lunch period.

Overtime:

Overtime will be in accordance with Article 5.8 of the Collective Agreement between the Employer and the Union, except for 5.8 (d) and 5.8 (e).

Statutory Holidays:

All employees occupying the position of Police Clerical Assistant 2 will receive a Statutory Holiday Bank of eighty-four (84) hours at the beginning of the year which will be taken as time off in lieu of working stat holidays (cannot be taken in blocks). Statutory Holidays worked will be paid at normal straight time rate. The Police Clerical Assistant 2 may request to take a Statutory Holiday off, if scheduled to work, and will utilize their Statutory Holiday Bank, Vacation Leave Bank or another leave entitlement to cover the ten (10) hour shift.

27. **POOL SERVICE WORKERS**

Hours of Work:

The normal daily hours of work for Full-Time and Regular Part-Time employees classified as Pool Service Worker will be any seven (7) consecutive hours in a twenty-four (24) hour period, exclusive of a one-half (0.5) hour unpaid meal period. Depending on operation requirements, part time employees may work less than seven (7) hours per shift, but no less than four (4) hours per shift.

Hours of work will be scheduled over five (5) consecutive days with two (2) days of rest, however, due to the nature of the work performed, it will be permissible for such employee to work a flexible schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

An employee assigned to this classification may be required to work more than five (5) days of work in a week but no more six (6) consecutive days and may not be scheduled more than ten (10) days of work in a two (2) week pay period.

Notice of Shift Change:

The work schedule will be based on the operation of the facility. Based on operational requirements, employees will be provided with fourteen (14) calendar days' notice of any schedule changes.

Overtime:

Overtime rates will apply when a Regular Full-Time employee works more than seven (7) hours in a day or more than seventy (70) hours in a two (2) week pay period.

Overtime provisions for Regular Part-Time employees as outlined in Article 5.11 of the collective agreement will apply.

28. **RECREATION FACILITY CLERK (replaces Clerk Typist 2 – Century House)**

Hours of Work:

This applies to all Full-Time and Regular Part-Time and Temporary Part-Time employees in the classification of Recreation Facility Clerk within all the recreation facilities in the Parks and Recreation Department.

The normal daily hours of work for employees classified as Recreation Facility Clerk will be any seven (7) consecutive hours, exclusive of a half (1/2) hour unpaid meal period, scheduled between the hours of 06:00 and 23:00, worked over five (5) consecutive days with two (2) days of rest.

Due to the nature of the work performed, it will be permissible for such employees to work a flexible schedule which incorporates any combination of days and hours, but does not exceed seventy (70) hours in a two (2) week pay period.

Notice of Change:

Based on operational requirements, employees will be provided with fourteen (14) calendar days' notice of any schedule changes.

Overtime:

Overtime rates will apply when a Regular Full-Time employee works more than seven (7) hours per shift or more than seventy (70) hours in a two (2) week pay period.

Overtime provisions for Regular Part-Time employees as outlined in Article 5.11 of the collective agreement will apply.

Overtime provision for Auxiliary employees as outlined in Article 5.12 of the collective agreement will apply.

29. **RECREATION LEADER AND ASSISTANT PROGRAM COORDINATOR (except those in Aquatics)**

Hours of Work:

Recreation Leaders and Assistant Program Coordinators may work a flexible schedule. The schedule will reflect the exigencies of the facility/area. The normal hours of work for an employee assigned to this class will be seven (7) consecutive hours worked between 08:30 and 23:30 over five (5) consecutive days with two (2) days of rest resulting in seventy (70) hours over a two (2) week period.

Meal breaks will be either one-half (0.5) hour or one (1) hour in duration dependent on the operational needs of the facility/area to which the employee is assigned.

This provision will apply to any employee who is assigned to work in Parks and Recreation on or after 2010 May 28.

Overtime:

Hours worked in excess of seventy (70) during the course of a full pay period will be paid at applicable overtime rates where the excess time worked is a requirement of the job and of an emergent or necessary nature. This will apply to both Full-Time and Auxiliary Recreation Leaders and Assistant Program Coordinators.

Where extra hours worked is a planned occurrence based on the operational needs of the facility/area to which the employee is assigned, and the working of those hours is agreed between the employee and the employee's supervisor, an employee may work more than seventy (70) hours in a pay period. Any hours accumulated beyond seventy (70) hours will be banked at straight time. Such banked time will be liquidated in time off as soon as possible following the day for which it is recognized. Any bank of straight time hours will normally be completely liquidated in time off by November 30 in each calendar year. An exception will be made for hours accumulated by the employee during the fifteen (15) calendar days immediately prior to November 30 in each calendar year which may be carried over into the next year, but in no instance may an employee have more than five (5) days in their straight time back at any given time. This provision applies to Full-Time Recreation Leaders and Assistant Program Coordinators. Auxiliary Recreation Leaders and Assistant Program

Coordinators are excluded from receiving the straight time bank and will receive overtime in accordance with the provisions of the Collective Agreement.

This provision will apply to any employee who is assigned to work in Parks and Recreation on or after 2010 May 28.

30. RECREATION LEADER – ATTENDANT (Centennial Community Centre)

Hours of Work:

The Employers may institute the following shift outside the normal hours of work noted in Article 4.3 (a) of this Agreement in order to permit the Recreation Leader - Attendant to work a non-standard work week:

September to June	15:00 to 23:30, Tuesday to Friday 09:00 to 17:30, Saturday
July and August	15:00 to 23:30, Monday to Friday

All shifts are inclusive of a one-half (0.5) hour unpaid meal period.

This class is eligible for shift differential.

31. RECREATION LEADER – ATTENDANT (Queensborough Community Centre)

Hours of Work:

The normal hours of work for employees occupying the class of Recreation Leader-Attendant in the Queensborough Community Centre will be any seven (7) consecutive hours of work, exclusive of a one-half (0.5) hour unpaid meal period, from 06:00 – 23:30 hours with two (2) consecutive days of rest. This class is eligible for shift differential.

Notice of Change:

A minimum of three (3) weeks of notice will be granted to employees prior to a change in shift.

32. **RECREATION WORKER 1**

Hours of Work:

The normal hours of work for an employee assigned to this class and who is assigned to the single overnight shift will work a twelve (12) to fourteen (14) hour shift that begins during an evening and ends the following morning. (For example, a shift might start at 20:00 and end at 09:00 the following morning).

The Recreation Worker 1 will be paid for working twelve (12) consecutive hours at straight time at the Recreation Worker 1, Step 2 rate, plus the appropriate percentage in lieu of benefits.

Overtime:

Overtime rates will apply when a Recreation Worker 1 who is assigned to a single overnight shift works more than twelve (12) hours in a twenty-four (24) hour period commencing with the start of the overnight shift.

33. **RECREATION SUPERVISORS: Program Coordinator, Assistant Manager – Queen's Park, Queen's Park Maintenance Supervisor, Pool Supervisor, Volunteer Coordinator, Youth Services Coordinator**

Hours of Work:

The normal hours of work for an employee assigned to the class of Program Coordinator, Assistant Manager - Queen's Park, Queen's Park Maintenance Supervisor, Pool Supervisor, Volunteer Coordinator or Youth Services Coordinator will be seven (7) (or eight (8)) consecutive hours worked between 08:00 and 17:00 over five (5) consecutive days with two (2) days of rest. Meal breaks will be either one-half (0.5) hour or one (1) hour in duration dependent upon the operational needs of the Facility/area to which the employee is assigned.

Overtime:

Subject to the following two (2) paragraphs, hours worked in excess of seventy (70) (or eighty (80)) during the course of one (1) full pay period will be paid at applicable overtime rates. This application of overtime will generally be invoked where the excess time worked is a requirement of the job and of an emergent or necessary nature (e.g. an unexpected problem in a facility and/or an unplanned occurrence that needs to be attended to).

Due to the nature of the work, employees assigned to any of the above-noted classes of positions may work a flexible schedule which incorporates any combination of days and hours. The combination of days and hours will reflect the exigencies of the facility/area.

Where extra hours worked is a planned occurrence based on the operational needs of the facility/area to which the employee is assigned, and the working of those hours is agreed between the employee and the employee's supervisor, an employee may work more than seventy (70) (or eighty (80)) hours in a pay period. Any hours accumulated beyond seventy (70) (or eighty (80)) will be banked at straight time. Such banked time will be liquidated in time off as soon as possible following the day for which it is recognized. Any bank of straight time hours will normally be completely liquidated in time off by November 30 in each calendar year. An exception will be made for hours accumulated by the employee during the fifteen (15) calendar days immediately prior to November 30 in each calendar year which may be carried over into the next year, but in no instance may an employee have more than five (5) days in their straight time bank at any given time.

In recognition of unpaid time worked by employees assigned to these classes of positions, on January 1 of each calendar year, each of the employees listed in the next paragraph will be credited with thirty-five (35) (or forty (40)) hours of Secondary Leave.

Secondary Leave is a grandparented provision and will only be available to the following Full-time employees for so long as they are assigned to one of above-noted classes of positions: IDs 1208, 1598, 1702, 1784, 1809 and 1810

Such employee may request at any time that all or any portion of their Secondary Leave Bank be paid out in cash or leave at the employee's regular rate of pay. Requests for leave must be mutually agreed upon by the employee and the employee's supervisor.

Any Secondary Leave remaining in the employee's Secondary Leave bank on the last day of the last payroll week in each year will be paid out at the employee's normal rate of pay in that pay period.

An employee who is identified above who is promoted, demoted or transferred as a Full-time employee to any of the classes covered by this Article, whether or not such position is located in either the same facility/area or a different facility/area, will remain entitled to all of the provisions of this Agreement while they are so employed on a Full-time basis in such class.

A new or replacement employee who is assigned to any of these classes will be entitled to all of the provisions of this Article EXCEPT for the Secondary Leave.

34. STOREKEEPER / STOREKEEPER – GARAGE / STOREKEEPER ASSISTANT

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted classes will be any eight (8) consecutive hours, exclusive of a one-half (0.5) hour unpaid meal period between the hours of 07:00 to 17:00, and the normal weekly hours of work for such employee will be forty (40) hours worked over five (5) consecutive days followed by two (2) consecutive days off.

Overtime:

Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of forty (40) hours in a two (2) week pay period.

35. STREET USE & PARKING ENFORCEMENT OFFICER

Hours of Work:

The normal daily hours of work for an employee assigned to the above-noted class will be seven and one-half (7.5) consecutive hours, exclusive of a one-half (0.5) hour unpaid meal period between the hours of 08:00 to 21:00.

The shifts worked will be configured as follows:

Shift A 08:30 to 16:30 for a two (2) week period
Shift B 10:00 to 18:00 for a two (2) week period
Shift C 13:00 to 21:00 for a two (2) week period

Two (2) shift categories will be created. Category One (1) will be comprised of the three (3) most senior employees who will work on Shifts A and B from Monday to Friday. Category Two (2) will be comprised of the least senior employees who will work Shifts A, B and C from Tuesday until Saturday.

Each of the Street Use & Parking Enforcement Officers assigned to Category One will work two (2) weeks of Shift A followed by two (2) weeks of Shift B.

Each of the Street Use & Parking Enforcement Officers assigned to Category Two (2) will work either two (2) weeks of Shift A followed by two (2) weeks of Shift B, or two (2) weeks of Shift B followed by two (2) weeks of Shift C.

The Employer will ensure that two (2) Street Use & Parking Enforcement Officers are assigned to Shift C at any given time, except where unforeseen circumstances, including employee illness, preclude such scheduling.

Notice of Change:

Employees assigned to this classification will be provided with at least two (2) weeks of advance notice of any shift change except for short periods, where unforeseen circumstances, including employee illness, require the Employers to institute a shift change.

Overtime:

Overtime rates will apply when a Street Use & Parking Enforcement Officers works more than seven and one-half hours (7.5) in the twenty-four (24) hour period commencing with the start of a normal shift, or beyond the weekly average of thirty-seven and one-half hours (37.5) in a two (2) week period.

36. **VENUE SERVICES ATTENDANT**

Hours of Work:

The normal daily hours of work for such employees will be any seven and one half (7.5) consecutive hours, scheduled between the hours of 05:00 and 24:00, exclusive of one-half (0.5) hour or one (1) hour unpaid meal period, dependent upon operational needs.

Hours of work will normally be scheduled over five (5) consecutive days with two (2) days of rest. However, due to the nature of the work performed and the exigencies of the facility and operational requirements, it will be permissible for such employees to work a flexible work schedule which incorporates any combination of days and hours, but does not exceed seventy-five (75) hours in a two (2) week pay period.

Notice of Shift Change:

Based on operational requirements, employees will be provided with forty-eight (48) hours of notice of any schedule changes.

Overtime:

Overtime rates will apply when a regular or temporary full-time, part-time, or auxiliary employee works more than seven and one half (7.5) hours per shift or more than seventy-five (75) hours in a two (2) week pay period.

37. **VICTIM ASSISTANCE UNIT: Assistant Coordinator / Victim Assistance / Victim Assistance Caseworker**

Hours of Work:

The normal weekly hours of work for employees employed in the Victim Assistance Unit (VAU) will be any eight and three-quarters (8.75) consecutive hours, exclusive of a one-half (0.5) hour unpaid meal period, over four (4) days with three (3) days of rest (without shift differential).

Notice of Shift Change:

Due to the nature of the work carried on by the VAU, it will be permissible for the Employers to institute shift changes. Such shift changes will not occur more than two (2) times in a two (2) week period, nor will the employee average more than thirty-five (35) hours per week in a two (2) week period.

Overtime:

Overtime rates will apply when an employee works more than eight and three-quarter (8.75) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond a weekly average of thirty-five (35) hours in a two (2) week pay period.

38. VOLUNTEERS – MUSEUM AND IRVING HOUSE

Hours of Work:

It is understood and agreed that the Employers will continue to assign hours of work to unpaid volunteers at the facility in a ratio to paid hours worked by employees at the facility that does not exceed the average such ration over the 1999 and 2000 calendar years. The number of volunteers hours is four thousand, one hundred and sixty (4,160) and the number of paid hours is eleven thousand, eight hundred and ninety-two (11,892) for the years 1999 and 2000.

APPENDIX 2

CITY OF NEW WESTMINSTER

OUTSIDE EMPLOYEES

NON STANDARD HOURS OF WORK, NOTICE OF SHIFT CHANGE, OVERTIME AND STATUTORY HOLIDAYS

Classification	Item Number
Automated Waste Collection Operators	1
Fleet Services	2
Greenhouse	3
Beat Person	4
Street Sweeper Operator	5
Towing Operation	6
Tow Truck Operators (one year trial – expired 2016 Nov. 21)	7

1. **AUTOMATED WASTE COLLECTION OPERATORS**

Hours of Work:

The normal work week will be Monday to Thursday and employees will work forty (40) hours every week. Hours of work will be four (4) ten (10) hour shifts between 06:00 and 18:00, exclusive of a thirty (30) minute unpaid meal period.

For Regular Full-Time employees who are required to backfill for Collection Operators for a period of three (3) consecutive months or greater, these employees will be assigned to the Automated Waste Collection branch and all provisions in this agreement will be applicable.

Notice of Shift Change:

If operational requirements dictate, a five (5) day eight (8) hour operation is required, there will be a thirty (30) day notice period and the operators schedule will be in accordance with the terms of the Collective Agreement.

Overtime:

Overtime for Regular Full-Time employees will be in accordance with Article 5.8 of the Collective Agreement.

Overtime for Auxiliary employees will be in accordance with Article 5.12 of the Collective Agreement.

Employees who are required to backfill for Collection Operators will work a ten (10) hour shift. Overtime rates will apply when an employee works more than eight (8) hours on an assigned shift commencing with the start of a shift, or more than eighty (80) hours in a two (2) week pay period.

Statutory Holiday:

Where a Statutory Holiday or a day off in lieu of a Statutory Holiday falls on a weekday, employees will receive the day off without pay. The work week will be adjusted so that four (4) days are worked in that week (Monday through Friday).

The Employer at its discretion may require an employee to work on a Statutory Holiday. If an employee is scheduled to work on a Statutory Holiday, the employee will receive a premium of one-half times (0.5x) of their regular hourly rate. As such, an employee will be paid a total of one and one-half times (1.5x) their hourly rate for hours worked on a Statutory Holiday. The Employer will provide at least seven (7) days of notice if the Employer invokes this provision except where unforeseen circumstances require less notice by the Employer.

In a work week where there are two (2) Statutory Holidays, employees should ensure that there are sufficient hours in their Statutory Holiday Bank and/or other leave entitlements to cover an additional ten (10) hour shift so that forty (40) hours are paid in that week.

Regular Full-Time employees will receive a Statutory Holiday bank of ninety-six (96) hours on January 01 of each calendar year twelve (12) statutory holidays per year @ eight (8) hours per day). The Statutory Holiday bank will be prorated in an employee's first partial year of service. The Statutory Holiday bank will be adjusted in the case of an employee's termination of service for any reason and adjustment will be made for any overcompensation provided under this Agreement.

Employees will draw down time from the bank during the calendar year. Time will be taken at ten (10) hours per shift. All requests must be approved by the Supervisor, Solid Waste and Recycling, or designate, based on operational requirements. All time in the Statutory Holiday bank must be liquidated in the calendar year for which they are granted. No employee will be permitted to carryover time in their Statutory Holiday bank beyond the year in which they are earned.

2. **FLEET SERVICES**

Hours of Work:

The normal hours of work will be forty (40) hours per week, exclusive of a one-half (0.5) hour meal break per shift. The shifts, which are illustrated below, will be as follows:

Shift 1 - 07:00 to 15:30, Monday to Friday inclusive which is filled by a Mechanic and a Small Equipment Mechanic.

Shift 2 - 07:00 to 15:30, Monday to Friday inclusive; followed by 14:30 to 23:00, Monday to Friday inclusive; on a rotational two (2) week cycle which is filled by a Mechanic and a Subforeman on each shift.

Shift 3 - 12:30 to 23:00, Monday to Thursday inclusive which is filled by a Mechanic.

	Shifts	MON	TUE	WED	THU	FRI
#1	DAY (8 HR/5 DAYS) 07:00 to 15:30	Mechanic Small Eqpt Mechanic	Mechanic Small Eqpt Mechanic	Mechanic Small Eqpt Mechanic	Mechanic Small Eqpt Mechanic	Mechanic Small Eqpt Mechanic
#2	ROTATING (8 HR/5 DAYS) 07:00 to 15:30 14:30 to 23:00 *Rotates every 2 weeks	Mechanic Subforeman	Mechanic Subforeman	Mechanic Subforeman	Mechanic Subforeman	Mechanic Subforeman
#3	EVENING (10 HR/4 DAYS) 12:30 to 23:00	Mechanic	Mechanic	Mechanic	Mechanic	

Subject to the approval of the Manager, Engineering Operations, two (2) employees may elect to exchange shifts if both employees mutually agree to do so. Once an employee elects to switch shifts, their election is irrevocable for the remainder of that calendar year.

Notice of Shift Change:

Shift assignments may be altered by the Employers on occasion to accommodate vacation periods or other unusual situations. In the event of a shift change, where possible, the Employers will provide at least fourteen (14) calendar days of notice of shift change to each affected employee.

Statutory Holidays:

Each Regular Full-Time employee assigned to Shift 1 or Shift 2 will be entitled to Statutory Holidays and all other leave in accordance with the provisions of the Collective Agreement between the Employer and the Union.

For employees assigned to Shift 3, in order to accommodate the ten (10) hour shift schedule, all leave entitlements for Regular Full-Time employees assigned to Shift 3 will be in accordance with the Collective Agreement but will be converted to hours based on an eight (8) hour day. (For example, the Short Term Sick Leave is the first eighty (80) hours of any absence due to illness and Bereavement and Compassionate Care Leave is twenty-four (24) hours).

In any week when a Statutory Holiday occurs, all employees will revert to a standard five (5) day week consisting of eight (8) hour days exclusive of a one-half (0.5) hour meal break.

3. **GREENHOUSE**

Hours of Work:

Subject to Article 5.8 (e) of this Agreement, the normal hours of work for employees employed in the Greenhouse will be as follows:

- Shift 1: 08:00 to 16:30 with a one-half (0.5) hour unpaid meal period, Monday to Friday inclusive.
- Shift 2: 08:00 to 16:30 with a one-half (0.5) hour unpaid meal period, alternating between seven (7) days on, two (2) days off and three (3) days on, two (2) days off.

This class is not eligible for shift differential.

4. **BEAT PERSON**

Hours of Work:

The normal hours of work for this position will be eight (8) consecutive hours from 07:30 to 16:00 exclusive of a one-half (0.5) hour unpaid meal break, Wednesday to Sunday inclusive. When a position of Labourer 2 (Litter Collector) which is assigned to a standard shift becomes vacant, the employee who works this non-standard shift will have the first option to fill the identical position which is assigned to a standard shift.

5. **STREET SWEEPER OPERATOR**

Hours of Work:

The normal hours of work for employees operating the Street Sweeper will be as follows:

- Shift 1: 08:00 to 16:30 with a one-half (0.5) hour unpaid meal period, Monday to Friday inclusive.
- Shift 2: 23:30 to 08:00 (next morning) with a one-half (0.5) hour unpaid meal period, Sunday to Thursday inclusive.
- Shift 3: Relief Operator - two (2) shifts per week, 23:30 to 08:00 (next morning) with a one-half (0.5) hour unpaid meal period, Friday and Saturday.
- Labourer 2 - three (3) shifts per week, normal hours per Article 4.3 (b) on Monday, Tuesday and Wednesday.

Only employees working Shifts 2 and 3 are eligible for shift differential.

6. TOWING OPERATION

Hours of Work:

The terms of this Article apply to all employees assigned to the Towing Operation (including Labourers and the Meter Maintenance Attendant).

Each of the employees assigned to the Towing Operation will be assigned to one of the shifts which are outlined below. Employees assigned to Shifts A, B and C will be required to alternate their shifts within shifts A, B and C on a two (2) week rotation.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
A Driver 1 40 hr week	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS		
B Driver 2 40 hr week	09:00 to 17:30 8 HRS	09:00 to 17:30 8 HRS	09:00 to 17:30 8 HRS	09:00 to 17:30 8 HRS	09:00 to 17:30 8 HRS		
C Driver 3 40 hr week	16:00 to 00:30 8 HRS	16:00 to 00:30 8 HRS	16:00 to 00:30 8 HRS	16:00 to 00:30 8 HRS	16:00 to 00:30 8 HRS		
D Driver 4					22:30 to 11:00 12 HRS	19:30 to 08:00 12 HRS	19:30 to 08:00 12 HRS
E Parking Meter Mechanic/Driver 40 hr week		24:00 to 08:30 8 HRS	24:00 to 08:30 8 HRS	24:00 to 08:30 8 HRS	24:00 to 08:30 8 HRS	24:00 to 08:30 8 HRS	
F	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS	07:30 to 16:00 8 HRS			11:00 to 19:30 8 HRS	11:00 to 19:30 8 HRS

Notice of Shift Change:

Each employee will be provided with at least fourteen (14) calendar days of notice in advance of any shift change except for short periods, where unforeseen circumstances require the Employers to institute a shift change (e.g. illness, injury, Bereavement and Compassionate Care Leave).

Overtime:

For employees who are assigned to any shift other than "D" shift, overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period commencing with the start of a normal shift, or beyond eighty (80) hours in a two (2) week pay period. For any employee assigned to "D" shift, overtime rates will apply when an

employee works more than twelve (12) hours on an assigned shift commencing with the start of a normal shift, or more than eighty (80) hours in a two (2) week pay period.

The first two (2) hours of overtime worked immediately preceding and immediately after the shift, will be paid at one and one-half times (1.5x) the employee's regular rate of pay. All other overtime will be paid at two times (2x) the employee's regular rate of pay.

Callout:

An employee who is called back to work will be paid at straight time for the time actually worked, with a minimum of three (3) hours of pay at straight time. The aforementioned payment will include one (1) hour of travel time to and from home (i.e. the minimum payment of three (3) hours includes one (1) hour of travel time).

If additional callouts are made within the three (3) hour period or prior to the employee's arrival at home, whichever last occurs, such additional calls will not attract an additional three (3) hour minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour of allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at straight time pay. (The minimum includes two (2) hours of travel time).

In addition, each employee will receive an additional one (1) hour of credit, or prorated portion thereof, for each hour worked, or portion thereof (excluding travel time) on a callout (i.e. Callout Credit) which will be banked at straight time and only be liquidated in time off at the Employer's discretion. No employee will accumulate more than eight (8) hours of Callout Credit.

Statutory Holidays:

On January 01 of each calendar year, each employee will receive twelve (12) working days off with pay in lieu of Statutory Holidays designated for that calendar year. The aforementioned twelve (12) working days off are equivalent to ninety-six (96) hours and will be referred to as Float Days.

Each employee entitled to Float Days will be entitled to liquidate their Float Days by taking off one (1) or more shifts per occurrence until their Float Days are exhausted. Float days granted in lieu of Statutory Holidays must be liquidated in the calendar year for which they are granted. No employee will be permitted to bank Float Days beyond the year in which they are earned.

An employee will select their working days off in lieu of Statutory Holidays by October 01 of the immediately preceding calendar year. The Employers will tentatively approve or deny such requests and notify the employees by no later than November 01 of the immediately preceding calendar year and will finalize such approval or denial by no later than December 01 of the immediately preceding calendar year. An employee who does not select their working days off in lieu of Statutory Holidays by October 01 of the immediately preceding calendar year will have them assigned unilaterally by the Employers.

The Employers at its discretion may require an employee to take a Statutory Holiday as a day off and/or may require an employee to work on a Statutory Holiday. The Employers will provide at least seven (7) days of notice if the Employers invokes the provisions of this Article except where unforeseen circumstances require less notice by the Employers.

7. **TOW TRUCK OPERATORS (LOA # 2015-07 ONE YEAR TRIAL expired 2016 Nov 21**

Hours of Work:

This applies to all Regular and Temporary Full-Time employees in the job classification of Tow Truck Operator.

For a one (1) year trial period, the current shift rotational schedule as outlined in Article 4.5 of the Collective Agreement, shall be suspended and in turn, Employees will be assigned to a non-rotational shift and will work the same shift for the duration of the trial period.

Shifts will be selected on a seniority basis. When a vacancy arises, the vacant shift will be selected on a seniority basis. Any remaining shifts as a result of vacant positions will be posted and filled as per standard recruitment processes.

Employees may be assigned to an alternate shift on a short term basis as operationally required.

Shift Differential shall apply as per Articles 5.18 and 5.19 of the Collective Agreement.

Statutory Holiday Bank:

The current provisions of the Collective Agreement, Article 8.1 shall remain.