

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



**Collective Agreement
2012 – 2015**

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

TABLE OF CONTENTS

1. GENERAL.....	7
1.1 COVERAGE	7
1.2 TERM OF AGREEMENT	7
1.3 DEFINITIONS	8
1.4 USE OF GENDER	9
1.5 DUTY TO ACCOMMODATE	9
1.6 RESPECTFUL WORKPLACE.....	9
 2. UNION SECURITY.....	 9
 3. SENIORITY	 10
3.1 DEFINITION	10
3.2 SENIORITY POOLS	11
3.3 LAYOFFS AND RECALL	14
3.4 RIGHTS OF EMPLOYEES PROMOTED OUT OF THE BARGAINING UNIT	15
 4. WORKING CONDITIONS.....	 16
4.1 PROBATION PERIOD	16
4.2 POSTING POSITIONS AND FILLING VACANCIES	16
4.3 HOURS OF WORK – STANDARD (INSIDE, OUTSIDE & RECREATION).....	17
4.4 HOURS OF WORK – NON-STANDARD (INSIDE).....	18
4.5 HOURS OF WORK – NON-STANDARD (OUTSIDE)	33
4.6 HOURS OF WORK – AUXILIARY	36
4.7 NOTICE OF SHIFT CHANGE – NON-STANDARD (INSIDE).....	36
4.8 NOTICE OF SHIFT CHANGE – NON- STANDARD (OUTSIDE)	39
4.9 MINIMUM REST BETWEEN SHIFTS	39
4.10 SPLIT SHIFTS	40
4.11 COST RECOVERY	40
 5. REMUNERATION	 40
5.1 RATES OF PAY	40

5.2	INCREMENTS	40
5.3	APPRENTICE WAGE RATES	41
5.4	ACTING PAY.....	41
5.5	DAILY GUARANTEE	41
5.6	MEAL PERIODS	42
5.7	OVERTIME – STANDARD.....	43
5.8	OVERTIME – NON-STANDARD (INSIDE)	45
5.9	OVERTIME – NON-STANDARD (OUTSIDE).....	53
5.10	OVERTIME – REGULAR PART-TIME	54
5.11	OVERTIME – AUXILIARY.....	54
5.12	CALLOUT	55
5.13	STANDBY	56
5.14	DIRTY PAY	56
5.15	OCCUPATIONAL FIRST AID PAY.....	56
5.16	PRODUCTIVITY PREMIUM – TOWING.....	57
5.17	SHIFT DIFFERENTIAL.....	57
5.18	SHIFT DIFFERENTIAL- AUXILIARY	57
5.19	RETIREMENT AND END OF EMPLOYMENT PAY.....	58
5.20	SEPARATION TRUST (INSIDE).....	58
5.21	EFFECTIVE DATE FOR PAY ADJUSTMENTS.....	58
5.22	DERIVATION OF BI-WEEKLY AND MONTHLY RATES	58
6.	SPECIAL ALLOWANCES	59
6.1	UNIFORMS	59
6.2	SAFETY WORK BOOT ALLOWANCE	59
6.3	MECHANICS TOOL ALLOWANCE	59
	EMPLOYEE BENEFITS...	60
7.	VACATIONS	60
7.1	VACATIONS - STANDARD	60
7.2	RETIREMENT VACATION BANK	62
7.3	VACATION IN THE FINAL YEAR OF EMPLOYMENT.....	62
7.4	SUPPLEMENTARY VACATION.....	62
8.	STATUTORY HOLIDAYS	63
8.1	STATUTORY HOLIDAY – STANDARD	63

8.2	STATUTORY HOLIDAY – NON STANDARD (INSIDE).....	65
8.3	STATUTORY HOLIDAY – NON STANDARD (OUTSIDE)	66
8.4	STATUTORY HOLIDAY – REGULAR PART-TIME.....	68
8.5	STATUTORY HOLIDAY – AUXILIARY.....	68
9.	LEAVES.....	68
9.1	BEREAVEMENT AND COMPASSIONATE CARE LEAVE.....	68
9.2	FAMILY RESPONSIBILITY LEAVE	69
9.3	MATERNITY, PARENTAL AND ADOPTION LEAVE	70
9.4	ABSENCE FROM DUTY OF UNION OFFICIALS	73
9.5	JURY AND WITNESS DUTY.....	75
9.6	PERSONAL LEAVE	75
9.7	LEAVES – REGULAR PART-TIME	76
9.8	OTHER LEAVE	76
10.	HEALTH AND WELFARE.....	77
10.1	MEDICAL SERVICES PLAN	77
10.2	EXTENDED HEALTH BENEFITS PLAN.....	77
10.3	DENTAL PLAN	78
10.4	SAME SEX BENEFIT COVERAGE.....	79
10.5	GROUP LIFE INSURANCE	79
10.6	HEALTH AND WELFARE – REGULAR PART-TIME	79
11.	SICK LEAVE PLANS.....	79
11.1	SHORT TERM SICK LEAVE PLAN	79
11.2	SHORT TERM SICK LEAVE PLAN – REGULAR PART-TIME	80
11.3	MEDIUM TERM SICK LEAVE PLAN	80
11.4	LONG TERM SICK LEAVE PLAN	81
11.5	RECURRENT SICK LEAVE	82
11.6	MEDICAL CERTIFICATES.....	82
11.7	GRATUITY CREDITS PLAN	83
11.8	WORKSAFEBC COVERAGE.....	84
11.9	WORKSAFEBC COVERAGE – REGULAR PART-TIME	84
11.10	LONG TERM TOTAL DISABILITY PLAN	84
11.11	SICK LEAVE REIMBURSEMENT	86
12.	PENSION PLAN	86

13. IN LIEU OF VACATION AND STATUTORY HOLIDAYS – REGULAR PART-TIME	87
14. IN LIEU OF VACATION, STATUTORY HOLIDAYS AND ALL BENEFITS – AUXILIARY.....	90
15. TECHNOLOGICAL CHANGE.....	92
15.1 INTRODUCTION OF TECHNOLOGICAL CHANGE	92
15.2 ARBITRATION OF TECHNOLOGICAL CHANGE	92
16. GRIEVANCE PROCEDURE	93
17. COMMITTEES	95
17.1 LABOUR MANAGEMENT COMMITTEE	95
17.2 OCCUPATIONAL HEALTH & SAFETY COMMITTEE	95
17.3 PERSONAL LEAVE COMMITTEE	96
18. PROVISIONS APPLICABLE TO COMMUNICATIONS OPERATOR 1 AND COMMUNICATIONS OPERATOR 2.....	96
18.1 HOURS OF WORK.....	96
18.2 STATUTORY HOLIDAYS.....	97
18.3 VACATIONS.....	97
18.4 OVERTIME	98
18.5 SICK LEAVE	99
18.6 BEREAVEMENT AND COMPASSIONATE CARE LEAVE.....	99
18.7 GRATUITY CREDITS	99
18.8 SHIFT DIFFERENTIAL.....	100
18.9 PAY.....	100
18.10 AUXILIARY EMPLOYEES.....	100
19. CHANGES AFFECTING THE AGREEMENT	101
20. ERRORS AND OMISSIONS	101

SCHEDULE A-1 – INSIDE EMPLOYEE CLASSES AND PAY GRADES	102
SCHEDULE A-2 – INSIDE EMPLOYEE CLASSES – SALARY RATES BY CLASS.....	106
SCHEDULE A-3 – INSIDE EMPLOYEE CLASSES – SALARY RATES BY PAY GRADE.....	111
SCHEDULE B – OUTSIDE EMPLOYEE CLASSES	113
SCHEDULE C – RECREATION AND HOURLY RATED INSIDE CLASSES.....	115
SCHEDULE D – MECHANICS TOOL LIST.....	118
SCHEDULE E – SUPPLEMENTARY VACATION.....	119
SCHEDULE F – PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEE FRINGE BENEFITS IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS	121
SCHEDULE G – MEMORANDA OF UNDERSTANDING.....	124
a) Classification Review	125
b) Compressed Work Week	127
c) CUPE Local 387 Business Agent	129
d) Callout and Overtime	131

This Agreement made the 31st day of July in the year Two Thousand and Twelve

BETWEEN:

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER 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, and the New Westminister Public Library Staff Association 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 four (4) years with effect from 2012 January 01 to 2015 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) A **Seasonal Employee** is employed to fill seasonal work requirements, most often required by Parks Horticulture and/or Parks Recreation Facilities. The employment is based on seasonally generated work and the term of employment can be variable in duration but with a specific start and end date. The Employer may shorten or lengthen the term of the seasonal work assignment dependent on operational need. The Employer will notify the Union as soon as possible in the event a seasonal work assignment is changed. Seasonal employees qualify for benefits as per Auxiliary. (Please see Article 14)
- i) The Employer will review the use of Auxiliary, Seasonal and Temporary hours scheduling annually with the Union to ensure compliance with the Collective Agreement's application of these hours.

1.4 Use of Gender

Wherever the masculine gender is used in this Collective Agreement, the same will be construed as meaning the feminine unless otherwise specifically stated.

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.

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 his 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(e) 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 being appointed to the permanent staff, 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 he has 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) months;
 - ii) Absence due to bona fide sickness or accident;
 - iii) Authorized leave of absence.
- c) An employee will lose his 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 his full period of service or all hours worked since his 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 Pool

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 he works in accordance with the numbers of hours worked in a position within such class.
- iv) An Auxiliary employee's seniority will be lost as the result of a break in service with the Employers which exceeds one (1) year.

- 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 employee for such eligibility.
- vi) Class Seniority is to be exercised within the following units:
 - Aquatics Facilities - Indoor and Outdoor
 - Century House and Parks, Culture and Recreation Clerical Staff
 - Animal Control Centre and Parking Patrol
 - Centennial Community Centre and Queensborough Community Centre
 - Concession Operations
 - Engineering Department - Outside Employees
 - Queens Park and Moody Park Arena
 - Museum and Irving House
 - Parks, Culture and Recreation Department - Outside Employees
 - Skate Shop Operations
 - Police Service
 - All Departments at City Hall including the Fire and Rescue 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 he wishes to be considered for future Auxiliary employment, elect to register himself with the Employers for future Auxiliary employment in which case he will be given preference in hiring for future vacancies within various classes on the basis of his 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 his desire to be taken into consideration for Auxiliary work in a class for which he does not possess class seniority, he will be taken into consideration for appointment to a position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where his skills, knowledge and ability are sufficient so as to render him qualified, then if the Auxiliary employee is the only registered and qualified applicant he 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, he 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 him, 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 his 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 him;
- 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 his/her hours of work reduced and his/her employment status changed, the employee may, at his/her 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 his previous position or to a position in his 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 permanent 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 with the exception of posting for the following positions for which no posting notice will be required:
 - i) Labourer 1
 - ii) Clerk Typist 1
 - iii) Clerk 1
- 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)

Position	Hours of Work
Animal Services Officer	<p>The normal hours of work for employees assigned to this class will be seven (7) consecutive hours of work between 07:00 and 20:00 exclusive of a one (1) hour unpaid meal period within the following time periods:</p> <p>Shift A - 08:00 to 17:00 Thursday to Monday inclusive.</p> <p>Shift B - 07:00 to 17:00 Monday to Friday inclusive.</p> <p>Shift C - 10:00 to 20:00 Monday to Friday inclusive.</p>
Aquatic Leader	<p>The normal hours of work for employees assigned to this class 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.</p>

	<p>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.</p>
Assistant Coordinator of Crime Prevention Services	<p>The normal hours of work for an employee assigned to this class 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:</p> <ul style="list-style-type: none"> 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. <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Assistant Coordinator, Victim Assistance	<p>The normal hours of work for an employee assigned to this class will be any eight and three-quarters (8.75) consecutive hours, inclusive of a one-half (0.5) hour paid meal period, over four (4) days with three (3) days of rest (without shift differential).</p>
Assistant Curator	<p>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)</p>

	<p>days of rest. Due to the nature of the work performed by an employee of this class, 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. Flexible work schedules will be set in advance of the shifts and will be based on the operation of the facility and program areas.</p>						
Assistant Manager – Queen’s Park	<p>The normal hours of work for an employee assigned to this class 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.</p>						
Building Maintenance Supervisor	<p>The normal hours of work for an employee assigned to this class will be 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.</p> <p>Building Maintenance Supervisor:</p> <p>06:30 to 15:00 with a one (1) hour unpaid meal period, Monday to Friday inclusive.</p> <p>This class is eligible for shift differential.</p>						
Building Service Worker (except those in P, C & R)	<p>The normal hours of work for an employee assigned to this class will be 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.</p> <p>Building Service Worker:</p> <p>a) City Hall:</p> <table> <tr> <td>Shift 1</td> <td>07:00 to 15:00</td> </tr> <tr> <td>Shift 2</td> <td>16:00 to 24:00</td> </tr> </table> <p>b) Engineering Operations:</p> <table> <tr> <td>Shift 1</td> <td>15:00 to 23:00</td> </tr> </table>	Shift 1	07:00 to 15:00	Shift 2	16:00 to 24:00	Shift 1	15:00 to 23:00
Shift 1	07:00 to 15:00						
Shift 2	16:00 to 24:00						
Shift 1	15:00 to 23:00						

	<p>c) Library: Shift 1 06:30 to 14:30</p> <p>This class is eligible for shift differential.</p>
<p>Building Services Supervisor (except those in P,C & R)</p>	<p>The normal hours of work for an employee assigned to this class will be 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.</p> <p>Building Services Supervisor:</p> <p>a) City Hall: Shift 1 07:00 to 15:00 Shift 2 16:00 to 24:00</p> <p>b) Engineering Operations: Shift 1 15:00 to 23:00</p> <p>c) Library: Shift 1 06:30 to 14:30</p> <p>This class is eligible for shift differential.</p>
<p>By-Law Officer</p>	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <p>a) work their normally scheduled shift plus the extended portion of the day; or</p> <p>b) delay the start of their shift by the number of hours the work day was extended.</p> <p>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</p>

	<p>out. In the event of a disagreement between the employee and the Department Head, the City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Clerk Stenographer 2 – Police	<p>The normal hours of work for an employee assigned to this class will be seven (7) consecutive hours inclusive of a one (1) hour unpaid meal period between the hours of 07:00 and 15:00, Monday to Friday inclusive.</p>
Clerk Typist 2 at Century House	<p>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 employees 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.</p>
Committee Clerk	<p>The normal hours of work for an employee assigned to this 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.</p> <p>These shifts will be eligible for shift differential in accordance with the applicable provision of the Collective Agreement.</p>
Communications Coordinator	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>Where the hours are extended, the employee shall work such hours at</p>

	<p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Computer Technician – Library Support Services	<p>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, 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.</p>
Coordinator of Crime Prevention Services	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one</p>

	time. Employees assigned to these shifts will be eligible for shift differential.																																																																																																																																																																																																																																																														
Court Services Clerk	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 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.																																																																																																																																																																																																																																																														
Crime Analyst	The normal hours of work for an employee assigned to this 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.																																																																																																																																																																																																																																																														
Engineering Operations Clerk	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.																																																																																																																																																																																																																																																														
File Quality Reviewer	The normal hours of work for an employee assigned to this 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																																																																																																																																																																																																																																																														
<table><tr><td></td><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td><td>S</td><td>M</td><td>T</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>A</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td></tr><tr><td>B</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td></tr><tr><td>C</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td></tr><tr><td>D</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>x</td><td>x</td><td>x</td><td>d</td><td>d</td><td>d</td><td>a</td><td>a</td><td>X</td></tr></table>																																	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
	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																																																																																																																																																																																																																																
Filming Coordinator	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.																																																																																																																																																																																																																																																														

Fitness Programmer	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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.</p>
Food Services Coordinator	<p>The normal hours of work for an employee assigned to this class 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.</p>
Moody Park Arena Maintenance Supervisor	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>This class is eligible for shift differential.</p>
Network and Systems Coordinator	<p>The normal hours of work for an employee assigned to this 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.</p>

Operations Technician	<p>The normal hours of work for an employee assigned to this class will be seven and one-half (7.5) consecutive hours per day, worked between 07:30 and 16:00 inclusive of a one (1) hour unpaid lunch period from Monday to Friday with two (2) consecutive days of rest occurring on Saturday and Sunday.</p>
Parking Services Officer	<p>The normal hours of work for an employee assigned to this 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.</p> <p>The shifts worked will be configured as follows:</p> <p>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</p> <p>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.</p> <p>Each of the Parking Services Officers assigned to Category One will work two (2) weeks of Shift A followed by two (2) weeks of Shift B.</p> <p>Each of the Parking Services Officers assigned to Category Two 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.</p> <p>The Employers will ensure that two (2) Parking Services Officers are assigned to Shift C at any given time, except where unforeseen circumstances, including employee illness, preclude such scheduling.</p>
Parks, Culture and Recreation Maintenance Worker	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>This class is eligible for shift differential.</p>

Physical Plant Maintenance Worker	The normal hours of work for an employee assigned to this class will be eight (8) consecutive hours, forty (40) hours per week, exclusive of a one-half (0.5) hour unpaid meal period scheduled between the hours of 06:00 and 18:00, Monday to Friday.
Planner 1	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Planner 2	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <ul style="list-style-type: none"> a) work their normally scheduled shift plus the extended portion of the day; or

	<p>b) delay the start of their shift by the number of hours the work day was extended.</p> <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Planning Analyst	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <p>a) work their normally scheduled shift plus the extended portion of the day; or</p> <p>b) delay the start of their shift by the number of hours the work day was extended.</p> <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>

Police Clerical Assistant 1 (Switchboard Receptionist)	The normal hours of work for an employee assigned to this class will be ten (10) consecutive hours on an assigned shift of four days on and four days off worked between 06:00 and 24:00, exclusive of a one (1) hour lunch period.
Pool Supervisor	The normal hours of work for an employee assigned to this class 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.
Queen's Park Maintenance Supervisor	The normal hours of work for an employee assigned to this class 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.
Recreation Leader	<p>Recreation Leaders 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.</p> <p>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.</p> <p>This provision will apply to any employee who is assigned to work in Parks, Culture and Recreation on or after 2010 May 28. The existing employee #1839 will continue to be covered by the terms, conditions and practices of the Collective Agreement which were in place prior, provided however, that such employee may, at any time, elect to have the terms and conditions contained in this Agreement applied to him. Should employee #1839 be appointed to a Recreation Leader position in an alternate facility or area, these terms will apply to him in the new position.</p>
Recreation Leader Attendant – Centennial Community Centre	The Employer 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:

	<p>September to 15:00 to 23:30 Tuesday to Friday June 09:00 to 17:30 Saturday</p> <p>July and August 15:00 to 23:30 Monday to Friday</p> <p>All shifts are inclusive of a one-half (0.5) hour unpaid meal period).</p> <p>This class is eligible for shift differential.</p>
Recreation Leader Attendant – Queensborough Community Centre	<p>The normal hours of work for an employee assigned to this class will be any seven (7) consecutive hours of work, exclusive of a one-half (0.5) hour unpaid meal period, from 06:00 to 23:30 hours with two (2) consecutive days of rest.</p> <p>This class is eligible for shift differential.</p>
Recreation Programmer	<p>The normal hours of work for an employee assigned to this class 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.</p>
Recreation Worker 1	<p>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).</p> <p>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.</p>
Senior Planning Analyst	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <p>a) work their normally scheduled shift plus the extended portion of the</p>

	<p>day; or</p> <p>b) delay the start of their shift by the number of hours the work day was extended.</p> <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Storekeeper	The normal hours of work for an employee assigned to this 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 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.
Store Keeper Assistant	The normal hours of work for an employee assigned to this 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 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.
Storekeeper - Garage	The normal hours of work for an employee assigned to this 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 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.
Supervisor Aquatic Instruction	The normal hours of work for an employee assigned to this class 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 this class will work on any day of the week between the hours of 06:00 and 24:00. This class is eligible for

	<p>shift differential.</p> <p>Due to the nature of the work and the needs of the facility, an employee assigned to this class 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.</p>
Transportation Planner	<p>The normal hours of work for an employee assigned to this class 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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 City Administrator or the Chief Constable will make the final determination.</p> <p>An employee may accumulate up to five (5) working days at any one time.</p> <p>Employees assigned to these shifts will be eligible for shift differential.</p>
Victim Assistance Caseworker	<p>The normal hours of work for an employee assigned to this class will be any eight and three-quarters (8.75) consecutive hours, inclusive of a one-half (0.5) hour paid meal period, over four (4) days with three (3) days of rest (without shift differential).</p>

Volunteer Coordinator	The normal hours of work for an employee assigned to this class 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.
Volunteers – Museum and Irving House	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 ratio over the 1999 and 2000 calendar years. The number of volunteer 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.
Youth Services Coordinator	The normal hours of work for an employee assigned to this class 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.

4.5 Hours of Work – Non-Standard (Outside)

Automated Waste Collection Operators	<p>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.</p> <p>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).</p> <p>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.</p>
Fleet Services	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:

	<p>Shift 1 - 07:00 to 15:30, Monday to Friday inclusive which is filled by a Mechanic and a Small Equipment Mechanic.</p> <p>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.</p> <p>Shift 3 - 12:30 to 23:00, Monday to Thursday inclusive which is filled by a Mechanic.</p> <table><tr><th></th><th>Shifts</th><th>MON</th><th>TUE</th><th>WED</th><th>THU</th><th>FRI</th></tr><tr><td>#1</td><td>DAY (8 HR/5 DAYS) 07:00 to 15:30</td><td>Mechanic Small Eqpt Mechanic</td><td>Mechanic Small Eqpt Mechanic</td><td>Mechanic Small Eqpt Mechanic</td><td>Mechanic Small Eqpt Mechanic</td><td>Mechanic Small Eqpt Mechanic</td></tr><tr><td>#2</td><td>ROTATING (8 HR/5 DAYS) 07:00 to 15:30 14:30 to 23:00 *Rotates every 2 weeks</td><td>Mechanic Subforeman</td><td>Mechanic Subforeman</td><td>Mechanic Subforeman</td><td>Mechanic Subforeman</td><td>Mechanic Subforeman</td></tr><tr><td>#3</td><td>EVENING (10 HR/4 DAYS) 12:30 to 23:00</td><td>Mechanic</td><td>Mechanic</td><td>Mechanic</td><td>Mechanic</td><td></td></tr></table> <p>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.</p>		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	
	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																								
Greenhouse	<p>Subject to Article 5.7 (d) of this Agreement, the normal hours of work for employees employed in the Greenhouse will be as follows:</p> <p>Shift 1: 08:00 to 16:30 with a one-half (0.5) hour unpaid meal period, Monday to Friday inclusive.</p> <p>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.</p> <p>This class is not eligible for shift differential.</p>																												
Street Cleaner (Beat Man) Downtown	<p>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.</p>																												

Street Sweeper Operator	<p>The normal hours of work for employees operating the Street Sweeper will be as follows:</p> <p>Shift 1: 08:00 to 16:30 with a one-half (0.5) hour unpaid meal period, Monday to Friday inclusive.</p> <p>Shift 2: 23:30 to 08:00 (next morning) with a one-half (0.5) hour unpaid meal period, Sunday to Thursday inclusive.</p> <p>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.</p> <p>Labourer 2 - three (3) shifts per week, normal hours per Article 4.3 (b) on Monday, Tuesday and Wednesday.</p> <p>Only employees working Shifts 2 and 3 are eligible for shift differential.</p>							
Towing Operation	<p>The terms of this section apply to all employees assigned to the Towing Operation (including Labourers and the Meter Maintenance Attendant).</p> <p>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.</p>							
		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	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	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	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

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)

Position	Notice of Shift Change
Animal Services Officer	Employees assigned to this classification 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.
Aquatic Leader	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.
Assistant Coordinator of Crime Prevention Services	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.
Assistant Coordinator, Victim Assistance	Due to the nature of the work carried on by the Victim Assistance Unit, it will be permissible for the Employer 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.
Assistant Curator	Flexible work schedules will be set in advance of the shifts and will be based on the operation of the facility and program areas.
Building Maintenance Supervisor	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.
Building Service Worker (except those in P, C & R)	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.
Building Services Supervisor (except those in P,C & R)	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.
By-Law Officer	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.
Committee Clerk	The specific weekdays on which these shifts are scheduled may be changed with a minimum of two (2) weeks of notice.
Communications Coordinator	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.
Coordinator of Crime Prevention Services	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.
Court Services Clerk	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.
Crime Analyst	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.
Fitness Programmer	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.
Parking Services Officer	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.
Planner 1	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.
Planner 2	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.
Planning Analyst	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.
Recreation Leader Attendant – Queensborough Community Centre	A minimum of three (3) week's notice will be granted to employees prior to a change in shift.
Senior Planning Analyst	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.

Supervisor Aquatic Instruction	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.
Transportation Planner	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.
Victim Assistance Caseworker	Due to the nature of the work carried on by the Victim Assistance Unit, it will be permissible for the Employer 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.

4.8 Notice of shift change – Non-Standard (Outside)

Automated Waste Collection Operators	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.
Fleet Services	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.
Towing Operation	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).

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 Provincial Emergency Program, 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 Laborer 1, an employee will be classified and paid as a Laborer 2.

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 Tradesman 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 section, appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head.
- 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 he is 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 his scheduled shift on the call of the Employers, will receive his regular hourly rate of pay for the entire period spent at his place of work, or a minimum of four (4)

hours of pay at his 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 Paragraph (c) and (d), an employee other than a school student on a school day who commences work on his scheduled shift, will receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of four (4) hours of pay at his regular hourly rate.
- c) In any case where an employee reports for his regular shift but refuses to commence work, or commences work but refuses to continue working, he 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 5.13 (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 5.13 (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 Overtime - Standard

- a) Overtime will be defined for Regular 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 5.12 herein.
- b) Regular 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 his 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) 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.

5.8 Overtime – Non Standard (Inside Employees)

Position	Overtime Details
Animal Services Officer	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.
Aquatic Leader	Overtime rates will apply when an employee works 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.
Assistant Coordinator, Victim Assistance	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.
Assistant Curator	Overtime rates will apply when an employee is called upon to tend to an emergency or for unscheduled work (e.g. responding to an after-hours break-in). Overtime rates will also apply when an employee works more than a weekly average of thirty-five (35) hours in a two (2) week pay period.
Assistant Manager – Queen’s Park	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).

	<p>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.</p> <p>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.</p>
Building Maintenance Supervisor	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.
Building Service Worker (except those in P, C & R)	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.
Building Services Supervisor (except those in P, C & R)	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.
Clerk Typist 2 – Century House	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 period.

Computer Technician – Library Support Services	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.
Filming Coordinator	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.
Fitness Programmer	Overtime rates will apply when an employee works 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.
Food Services Coordinator	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.
Moody Park Arena Maintenance Supervisor	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.
Network and Systems Coordinator	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.
Parking Services Officer	Overtime rates will apply when an employee works more than seven (7.0) in the twenty-four hour period commencing with the start of a normal shift, or beyond the weekly average of thirty-five (35) in a two (2) week period.
Parks, Culture and Rec. Maintenance Worker	Overtime rates will apply when an employee works more than eight (8) hours in a twenty-four (24) hour period commencing with the start

	<p>of a normal shift, or beyond a weekly average of forty (40) hours in a two (2) week pay period.</p>
Pool Supervisor	<p>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).</p> <p>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.</p> <p>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.</p>
Queen's Park Maintenance Supervisor	<p>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).</p> <p>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.</p>

	<p>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.</p>
Recreation Leader	<p>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.</p> <p>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. Auxiliary Recreation Leaders are excluded from receiving the straight time bank and will receive overtime in accordance with the provisions of the Collective Agreement.</p>

	<p>This provision will apply to any employee who is assigned to work in Parks, Culture and Recreation on or after 2010 May 28. The existing employee #1839 will continue to be covered by the terms, conditions and practices of the Collective Agreement which were in place prior, provided however, that such employee may, at any time, elect to have the terms and conditions contained in this Agreement applied to him. Should employee #1839 be appointed to a Recreation Leader position in an alternate facility or area, these terms will apply to him in the new position.</p>
Recreation Programmer	<p>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).</p> <p>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.</p> <p>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.</p>
Recreation Worker 1	<p>Overtime rates will apply when a Recreation Worker 1 who is assigned to a single overnight shift works more than twelve (12) hours</p>

	in a twenty-four (24) hour period commencing with the start of the overnight shift.
Storekeeper	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.
Storekeeper Assistant	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.
Storekeeper Garage	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.
Supervisor of Aquatic Instruction	Overtime rates will apply when an employee works 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.
Victim Assistance Caseworker	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.
Volunteer Coordinator	<p>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).</p> <p>Due to the nature of the work, an employee assigned to this classification may work a flexible schedule which incorporates any</p>

	<p>combination of days and hours. The combination of days and hours will reflect the exigencies of the facility/area.</p> <p>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.</p>
Youth Services Coordinator	<p>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).</p> <p>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.</p> <p>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)</p>

	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.
--	---

5.9 Overtime – Non Standard (Outside Employees)

Position	Overtime Details
Automated Waste Collection Operators	<p>Overtime for Regular Full-Time employees will be in accordance with article 5.7 of the Collective Agreement.</p> <p>Overtime for Auxiliary employees will be in accordance with article 5.11 of the Collective Agreement.</p> <p>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.</p>
Towing Operation	<p>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.</p> <p>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.</p> <p>Callout:</p> <p>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).</p> <p>If additional callouts are made within the three (3) hour period or prior to the employee’s arrival at home, whichever last occurs, such</p>

	<p>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).</p> <p>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 hours of Callout Credit.</p>
--	--

5.10 Overtime – Regular Part-Time

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) days during the week, time and one-half (1.5x) for any hours worked prior to 12:00 on his sixth day of work in that week, two times (2x) for hours worked after 12:00 on his sixth day, and two times (2x) for all hours worked on his seventh day of work in that week.
- iv) Regular 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.

5.11 Overtime – Auxiliary

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 his sixth day of work in that week, two times (2x) for hours worked after 12:00 noon on his sixth day, and two times (2x) for all hours worked on his 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.

5.12 Callout

- a) The following provisions will apply to Regular Full-Time employees:
 - i) 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 5.7.
 - ii) 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.)
 - iii) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to his 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.)
 - iv) 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.

5.13 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.

5.14 Dirty Pay

- a) A pay differential of seventy-five cents (\$0.75) 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.

5.15 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:

	<u>Regular Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
OFA Level II	\$125.00 per month	\$0.80 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.

5.16 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).

5.17 Shift Differential

The following provisions will apply to Inside and Outside employees:

- a) Subject to Article 4.4, all Inside employees will be paid a shift differential of eighty-five cents (\$0.85) per hour for all regular hours worked between the hours of 18:00 and 07:00.
- b) Subject to Article 4.5, all Outside employees will be paid a shift differential of eighty-five cents (\$0.85) 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.

5.18 Shift Differential - Auxiliary

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.

5.19 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 his normal salary rate on termination of his employment for any reason.

5.20 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 his 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.

5.21 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.

5.22 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, a Parking Services Officer 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 Parking Services Officers 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 Full-Time employees covered by this Agreement will be allowed as follows:

- a) Regular 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 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 he earns such vacation, and
- ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days;

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 7.1(l) will be twenty-five (25) working days.

7.2 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 employees affected by this article are Payroll #'s 1052 and 1316.

7.3 Vacation in the Final Year of Employment

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 full annual vacation on termination of his 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.

7.4 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 F 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 Full-Time (including probationary) employees will be entitled to a holiday with pay on the following Statutory Holidays: New Year's Day, Family Day (effective February, 2013), 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 his 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 him 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 he will be paid his regular pay for the holiday and in addition thereto he 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 him in lieu of a Statutory Holiday, pursuant to the provisions of this Article 8.1(d) herein, then in lieu of such holiday he will be paid his 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 his regular pay for the said holiday plus double (2x) the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

8.2 Statutory Holidays – Non Standard (Inside Employees)

Position	Statutory Holidays
File Quality Reviewer	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.
Police Clerical Assistant 1 (Switchboard Receptionist)	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 stat holidays (cannot be taken in blocks). Stat days worked will be paid at normal straight time rate. The Police Clerical Assistant (Switchboard Receptionist) may request to take a Statutory Holiday off, if scheduled to work, and will utilize their Stat Bank, Vacation Leave Bank or another leave entitlement to cover the 10 hour shift.

8.3 Statutory Holidays – Non Standard (Outside Employees)

Position	Statutory Holidays
Automated Waste Collection Operators	<p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Fleet Services	<p>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</p>

	<p>provisions of the Collective Agreement between the Employer and the Union.</p> <p>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).</p> <p>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.</p>
Towing Operation	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

	on a Statutory Holiday. The Employers will provide at least seven (7) days of notice if the Employers invokes the provisions of this section except where unforeseen circumstances require less notice by the Employers.
--	--

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 Leave

- i. Any Regular Full-Time, or Regular 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 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 his Department head. 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. If due to funeral arrangements or religious requirements, and upon application to and upon receiving permission from Department Head, an employee may 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, any Regular Full-Time, or Regular 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 thirty-five (35) consecutive weeks of Parental Leave, all without pay. The Parental Leave must immediately follow the Maternity Leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child 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 thirty-seven (37) consecutive weeks of Parental Leave without pay. An employee will take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the 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 fifty-two (52) 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 she or he intends 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, her Maternity Leave will be deemed to have started on the date she gave birth.

c) Return to Work

On resuming employment, an employee will be reinstated in his or her 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 his or her Department Head of his or her intention to return to work pursuant to Paragraph (b)(v) and who subsequently

suffers any illness or disability which prevents him or her 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 he or she would otherwise have returned to work.

e) Benefits

- i) MSP, 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 his 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, which includes the two (2) week Employment Insurance waiting period; and

- (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the 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, medical 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 his duties as an officer of the Union will not lose his seniority in the service of the Employers and will continue to accumulate seniority while he is performing such duties. Upon retirement from his duties as an officer of the Union, such former Union Officer will be entitled to a position within the class of positions to which his former position was allocated and for which he is qualified if any position within such class is held by an employee with less seniority than his own. If all of the positions within such class are held by employees with more seniority than his own or have been abolished, such former Union Officer will be entitled to return to any other vacant position for which he is 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 his 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 he 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 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 his 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 Full-Time or Regular 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 – Regular Part-Time

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.

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 Recreation Programmer, 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 Section, 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 Section 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 Medical Services Plan

Each Regular Full-Time and Regular Part-Time employee will be entitled to enroll in the Medical Services 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 for Regular Full-Time employees. Regular Part-Time employees will pay the full premium for the Plan.

10.2 Extended Health Benefits Plan

- a) Each Regular Full-Time and Regular 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) Effective 2008 January 01, the employee will be responsible for paying an annual deductible of one hundred, fifty dollars (\$150.00) per calendar year.
- c) Effective 2008 February 01, this plan will include Vision Care coverage in the amount of three hundred, fifty dollars (\$350.00) 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 six hundred dollars (\$600.00) payable per person per calendar year.

- f) This plan will include coverage for the purchase of nicotine patches to a maximum lifetime amount of three hundred, fifty dollars (\$350.00) per person.
- g) Coverage for paramedicals will be as follows: massage and physiotherapy to a combined maximum of eight hundred dollars (\$800.00) per calendar year; chiropractic and naturopathic to a combined maximum of five hundred dollars (\$500.00) per calendar year.
- h) Effective 2008 February 01, the Plan will include Coverage for eye examinations in the amount of one hundred dollars (\$100.00) every twenty-four (24) month period.
- i) The Plan includes coverage for oral contraceptives in accordance with the Plan policy.
- j) Coverage under this Plan will include a spouse, dependent unmarried children until the age of twenty-one (21), and dependent unmarried children until age twenty-five (25) while they are in Full-Time attendance at a recognized educational institute.
- k) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed one million dollars (\$1,000,000.00).

10.3 Dental Plan

- a) Each Regular Full-Time and Regular 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 pay for eighty percent (80%) of the approved Schedule of Fees.
 - ii) Prosthetics, Crowns and Bridges (Plan B) - The Plan will pay for fifty percent (50%) 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 three thousand dollars (\$3,000.00) payable per dependent.
- d) The Employers will pay the full premium for the Plan.

10.4 Same Sex Benefit Coverage

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

10.5 Group Life Insurance

- a) Each Regular Full-Time and Regular 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.

10.6 Health and Welfare – Regular Part-Time Employees

Medical, 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; and the employee will pay the whole premium for the Medical Plan.

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 Full-Time and Regular 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 – Regular Part-Time

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.

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 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.
- 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 his fifteen (15) week credit reinstated will be entitled to use the residual balance of such credit following which he will be on unpaid Sick Leave until a total of fifteen (15) weeks of Medium Term Sick Leave has been used at which time he 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.
- 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 his forty (40) week credit reinstated will be entitled to use the residual balance of such credits following which he 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 his 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 his 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 his total gratuity accumulation in cash upon leaving the employ of the Employers provided that he has 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 his severance of employment with the Employers.

11.8 WorkSafeBC Coverage

- a) A Regular Full-Time and a Regular 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 his classified rate of pay. If WorkSafeBC disallows an employee's claim, or if an employee has not had his 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 employee and a Regular 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 WorkSafeBC Coverage – Regular Part-Time

WorkSafeBC coverage in accordance with Article 11.8 of this Collective Agreement.

11.10 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 to a maximum of seven percent (7%) in accordance with the negotiated annual general wage increases for the Union 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).

Effective 2009 January 01, 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 Medical Services Plan, 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.

11.11 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 11.10, 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 his 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 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 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 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) The vesting period for the Municipal Pension Plan is two (2) years.
- 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 his qualification for a disability allowance and wishes to take advantage of this benefit will make his election to do so prior to terminating his 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) Medical, 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; and the employee will pay the whole premium for the Medical Plan.
- 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) days during the week, time and one-half (1.5x) for any hours worked prior to 12:00 on his sixth day of work in that week, two times (2x) for hours worked after 12:00 on his sixth day, and two times (2x) for all hours worked on his seventh day of work in that week.
- iv) Regular 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.

A Seasonal Employee is employed to fill seasonal work requirements, most often required by Parks Horticulture and/or Parks Recreation Facilities. The employment is based on seasonally generated work and the term of employment can be variable in duration but with a specific start and end date. The Employer may shorten or lengthen the term of the seasonal work assignment dependent on operational need. The Employer will notify the Union as soon as possible in the event a seasonal work assignment is changed. Seasonal employees qualify for benefits as per Auxiliary.

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, Medical, 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 Paragraph 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 his sixth day of work in that week, two times (2x) for hours worked after 12:00 noon on his sixth day, and two times (2x) for all hours worked on his 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 or operation, will be given an opportunity to fill vacancies related to his or her 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 his 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. 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.
- b) 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.

- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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 his wages lost by reason of his 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 he considers 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 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: Engineering Operations, Parks Horticulture, Parks Recreation Facilities, Aquatic Facilities, Police and Corporate. Membership in these committees is in accordance with regulation. The regularity of meetings is in accordance with regulation. The Committees shall discuss matters related to occupational health and safety under the guidance of the City's Manager, Health & Safety. 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. PROVISIONS APPLICABLE TO COMMUNICATIONS OPERATOR 1 AND COMMUNICATIONS OPERATOR 2

This Article, including all subsections thereof will apply to those employees classified as Communications Operator 1 and Communications Operator 2.

18.1 Hours of Work

Each Communications Operator 1 and Communications Operator 2 will be assigned to the following shift schedule;

- a) All classes noted herein will work two (2), eleven (11) hour day shifts (07:00 to 19:00 inclusive of two (2) one-half (0.5) hour meal periods) followed by two (2), eleven (11) hour night shifts (19:00 to 07:00 inclusive of two (2) one-half (0.5) hour meal periods) and then will have four (4) days of rest. In each eleven (11) hour shift, each class will receive two (2) unpaid one-half (0.5) hour meal periods and two (2) paid fifteen (15) minute rest periods.
- b) The shift schedule will be designed so that each employee covered herein will be working in conjunction with a police platoon. The shift schedule will be brought to an average of thirty-seven and one-half (37.5) hours per week by granting each employee one (1) additional day off each eleven (11) weeks. This additional day must be taken off and cannot be paid out in cash. The additional day will be granted to the employees covered herein as mutually agreed to by the parties.

18.2 Statutory Holidays

- a) The work of the employees covered herein is required to be performed continuously and on every day, including Statutory Holidays throughout the year. As a result, each employee covered herein will receive twelve (12) consecutive seven and one-half (7.5) hour working days off (ninety (90.0) hours) with pay in lieu of Statutory Holidays. At the beginning of each calendar year, each Regular Full-Time employee will have their Statutory Holiday bank credited with ninety (90) hours (twelve (12) Statutory Holidays times seven and one-half (7.5) hours). Employees commencing Full-Time employment after the commencement of the calendar year will have their Statutory Holiday bank credited with the remaining number of Statutory Holidays left in the calendar year following their commencement of Full-Time employment.
- b) All credits in the employee Statutory Holiday bank (ninety (90) hours maximum) must be taken in the calendar year in which it is earned. Any credits in the Statutory Holiday bank which remain at the end of the calendar year in which they are earned will be forfeited by the employee.
- c) An employee covered herein who is scheduled and does work on a Statutory Holiday will receive time and one-half (1.5x) their regular hourly rate for all hours worked between 00:01 and 23:59 on the day on which the Statutory Holiday actually falls. The aforementioned premium will not affect the employee's entitlement to twelve (12) consecutive seven and one-half (7.5) hour working days off (ninety (90) hours).

18.3 Vacation

- a) Paid annual vacations for all Regular Full-Time employees covered under Article 18 will be in accordance with Article 18.3 of the Collective Agreement but will be converted to hours in order to accommodate the eleven (11) hour shift schedule. Examples of such conversions include:
 - i) Regular 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;
 - ii) In the first partial calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of seventy-five (75) working hours for each

month or portion of a month greater than one-half (0.5) worked by December 31st;

- iii) One hundred, twelve and one-half (112.5) working hours 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;
 - iv) One hundred and fifty (150) working hours of annual vacation with pay will be granted during the eighth (8th) up to and including the tenth (10th) calendar year of service;
 - v) One hundred, fifty-seven and one-half (157.5) working hours of annual vacation with pay will be granted during the eleventh (11th) up to and including the fifteenth (15th) calendar year of service;
 - vi) One hundred, ninety-five (195) working hours of annual vacation with pay will be granted during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service;
 - vii) Two hundred, thirty-two and one-half (232.5) working hours of annual vacation with pay will be granted during the twenty-fourth (24th) and all subsequent calendar years of continuous service of the employee;
 - viii) Regular 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.
- b) Employees covered by this Agreement may select vacation leave periods independent of other members of the assigned platoon, provided that they notify the platoon supervisor of their selection by December 31st of the immediately preceding year.

18.4 Overtime

Overtime for each employee covered herein will apply in accordance with the current Collective Agreement; and that is:

- a) Time and one-half (1.5x) for the first two (2) hours of overtime worked on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- b) Double time (2x) for all overtime worked beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- c) Double time (2x) for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift;
- d) Meal breaks will be granted in accordance with appropriate articles in the current Collective Agreement between the parties.
- e) An employee who is at the workplace prior to the commencement of the employee's shift and who is required to commence work early will be compensated in accordance with Article 5.12(a)(iv) in the current Collective Agreement.

18.5 Sick Leave

Sick Leave will be granted in accordance with the current Collective Agreement except that the Short Term Sick Leave will be defined as the first seventy-five (75) hours of any absence due to illness or non-occupational injury.

18.6 Bereavement and Compassionate Care Leave

Bereavement and Compassionate Care Leave will be granted in accordance with the current Collective Agreement except that the working days stated in the Collective Agreement will be multiplied by seven and one-half (7.5) to determine the appropriate number of hours which will be granted to employees covered herein.

18.7 Gratuity Credits

Gratuity Credits will be granted in accordance with the current Collective Agreement but will be credited at the rate of twenty-two and one-half (22.5) hours per year and deductions from the gratuity credit bank will be made at the rate of eleven (11) hours per shift.

18.8 Shift Differential

A shift differential of eighty-five cents (\$0.85) per hour will be paid to employees covered herein who are scheduled to work outside of the "exempt hours of work" as defined in the current Collective Agreement. The same shift differential provisions will be extended to the positions covered by this Agreement as are extended to other employees of the Employers who receive shift differential.

18.9 Pay

Pay issued every two (2) weeks to the employees covered by Article 18 will reflect as closely as possible the bi-weekly earnings averaged over twenty-six (26) pay periods. The Employers agree to pay the employees on the same basis as it would pay an employee who is working a normal five (5) day, thirty-seven and one-half (37.5) hour work week.

18.10 Auxiliary Employees

- a) Auxiliary employees who are employed in positions covered herein will be entitled to twelve percent (12%) (or sixteen percent (16%) if they have acquired Auxiliary seniority) of their regular earnings including overtime in lieu of all applicable employee benefits in accordance with the provisions of Article 14 of the current Collective Agreement.
- b) Hours of Work and Shift Differential as set out in Articles 4.6 and 5.18 of this Collective Agreement will apply to Auxiliary employees who are covered herein.
- c) Overtime paid to Auxiliary employees covered herein will apply as follows:
 - 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;
- d) In any case where an employee has already performed work on four (4) days during the eight (8) day cycle, time and one-half (1.5x) for any hours worked prior to 12:00 noon on the employee's fifth (5th) day of work in that cycle, two times (2x) for hours worked after 12:00 noon on the employee's fifth day, and

two times (2x) for all hours worked on subsequent days of work in that eight (8) day cycle.

- e) Any Auxiliary employee covered herein who is required to work more than four (4) consecutive days will be paid overtime rates for the fifth and subsequent consecutive days of work. Where uncertainty or dispute arises over the application of overtime to auxiliary employees, the overtime principles contained in the current Collective Agreement will apply.
- f) Meal periods will be paid in accordance with the current Collective Agreement.

19. 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.

20. 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:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 387:

MAYOR

BUSINESS AGENT

DIRECTOR OF HUMAN RESOURCES

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	Civil & Parks Infrastructure Project Coordinator	26
Accounting Clerk Taxes	18	Clerk 1	11
Animal Care Attendant	15	Clerk 2	13
Animal Services Officer	18	Clerk 3	17
Applications Assistant	19	Clerk - Licenses	15
Aquatic Leader ♦	17	Clerk Stenographer - Police	15
Assistant Archivist	20	Clerk Typist 1 ☼	10
Assist. Coord., Crime Prevention Svs	19	Clerk Typist 2	13
Assist. Coord., Victim Assistance	21	Clerk Typist 3	15
Assistant Curator	21	Committee Clerk	17
Assistant Manager, Queen's Park	21	Communications Coordinator	21
Building Inspector	26	Communications Operator 1 ★	15
Building Maintenance Coordinator	22	Communications Operator 2 ★	19
Building Maintenance Supervisor ★	21	Communications Operator 3 ★	21
Building Services Supervisor •	17	Computer Technician	20
Building Service Worker •	13	Court Services Clerk	22
Business Operations Assistant	17	CPIC Operator	15
Business Systems Analyst	28	Crime Analyst ♦	28
Bylaw Officer	23	Coordinator, Crime Prevention Services	21
Cashier Attendant	11	Customer Service Representative	17
Cashier/Clerk - CGP	13	Database Coordinator	28

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Electrical Technician	23	Information and Privacy Coordinator	23
Electrical Utility Distribution Technologist	26	Information Management Clerk	15
Engineering Operations Clerk ★	15	Information Technology Support Clerk	17
Engineering Project Technologist	27	Insurance Coordinator	20
Engineering Technologist	26	Intermediate Buyer	22
Environmental Coordinator 1	25	License Inspector	22
File Quality Reviewer	17	Mapping Technician	19
Filming Coordinator	20	Meter Reader	15
Finance Clerk	15	Meter Reader – Collector	17
Financial Analyst	25	Moody Park Arena Maint. Sup ♦	18
Financial Services Officer	25	Network Administrator	28
Fitness Equipment Service Worker	14	Network Analyst	25
Fitness Programmer ♦	18	Network and Systems Coord. ♦	26
Food Service Coordinator ★	14	Office Assistant	15
Food Service Worker	10	Office Assistant, Parks & Recreation	13
Forensic Video Analyst	23	Operations Technician ★	23
FOI/Committee Clerk	18	Parking Patrol Officer ★	16
GIS Analyst	24	Parks & Rec Maint.Worker ♦	15.5
GIS Coordinator	28	Payroll Clerk	17
GIS Technician	21	Physical Plant Maint. Worker ♦	21
GIS Technologist	24	Plan Checking Assistant	21
Graphics Artist	22	Plan Reviewer 1	21
Help Desk Coordinator	24	Plan Reviewer 2	23

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Planner 1	28	Recreation Leader - Attendant	15
Planner 2	30	Recreation Leader – Comm Ctr.	16
Planning Analyst	24	Recreation Programmer	19
Planning Assistant 1	17	Secretary – Legislative Services	16
Planning Assistant 2	20	Senior Animal Services Officer	19
Planning Research Assistant	19	Senior Building Inspector	28
Planning Technician	22	Senior Planning Analyst	26
Plumbing Inspector	26	Storekeeper ♦	17
Police Clerical Assistant 1	12	Storekeeper Assistant ♦	14
Police Clerical Assistant 2	14	Storekeeper - Garage ♦	17
Pool Service Worker	13	Supervisor Aquatic Instruction ♦	18
Pool Supervisor ♦	20	Technical Support Assistant	15
Programmer Analyst	26	Telephone Operator - Clerk	13
Purchasing Clerk	15	Transport. Demand Mgmt Coord.	18
Quality Control Clerk	20	Transportation Planner	28
Queen's Park Maint.Supervisor♦	20	User Support Specialist	23
Recording Secretary	15	Utilities Clerk 2	17
Records and Information Administrator	27	Utilities Clerk 3	19
Records Management Specialist	19	Victim Assistance Case Worker	19
Recreation Leader	17	Volunteer Coordinator	18
Recreation Facility Clerk	13	Youth Services Coordinator	19

- ⊗ 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.

SCHEDULE A2
INSIDE CLASSES (SALARY RATES BY CLASS)

A. Effective 2012 January 01	1.25%
B. Effective 2013 January 01	1.75%
C. Effective 2014 January 01	1.75%
D. Effective 2015 January 01	2.00%

Pay Grade		1	2	3	4	5
10	A	18.39	19.14	19.86	20.71	21.51
Clerk Typist 1 ☼ Food Service Worker	B	18.71	19.47	20.21	21.07	21.89
	C	19.04	19.81	20.56	21.44	22.27
	D	19.42	20.21	20.97	21.87	22.72
11	A	19.14	19.86	20.71	21.51	22.37
Cashier Attendant Clerk 1	B	19.47	20.21	21.07	21.89	22.76
	C	19.81	20.56	21.44	22.27	23.16
	D	20.21	20.97	21.87	22.72	23.62
12	A	19.86	20.71	21.51	22.37	23.29
Police Clerical Assistant 1	B	20.21	21.07	21.89	22.76	23.70
	C	20.56	21.44	22.27	23.16	24.11
	D	20.97	21.87	22.72	23.62	24.59
13	A	20.71	21.51	22.37	23.29	24.24
Building Service Worker • Cashier/Clerk – CGP Clerk 2 Clerk Typist 2 Office Assistant, Parks & Rec Pool Service Worker Recreation Facility Clerk Telephone Operator - Clerk	B	21.07	21.89	22.76	23.70	24.66
	C	21.44	22.27	23.16	24.11	25.09
	D	21.87	22.72	23.62	24.59	25.59
14	A	21.51	22.37	23.29	24.24	25.22
Fitness Equipment Worker Food Service Coordinator ★ Police Clerical Assistant 2 Storekeeper Assistant ♦	B	21.89	22.76	23.70	24.66	25.66
	C	22.27	23.16	24.11	25.09	26.11
	D	22.72	23.62	24.59	25.59	26.63

15	A	22.37	23.29	24.24	25.22	26.27
Animal Care Attendant	B	22.76	23.70	24.66	25.66	26.73
Clerk – Licenses	C	23.16	24.11	25.09	26.11	27.20
Clerk Stenographer – Police	D	23.62	24.59	25.59	26.63	27.74
Clerk Typist 3						
Communications Operator 1 ★						
CPIC Operator						
Engineering Operations Clerk ★						
Finance Clerk						
Information Management Clerk						
Meter Reader						
Office Assistant						
Purchasing Clerk						
Recording Secretary						
Recreation Leader – Attendant						
Technical Support Assistant						
15.5	A	22.76	23.69	24.66	25.68	26.72
Parks & Recreation Maint.Worker ♦	B	23.16	24.10	25.09	26.13	27.19
	C	23.57	24.52	25.53	26.59	27.67
	D	24.04	25.01	26.04	27.12	28.22
16	A	23.29	24.24	25.22	26.27	27.37
Parking Patrol Officer ★	B	23.70	24.66	25.66	26.73	27.85
Recreation Leader – Community Ctr.	C	24.11	25.09	26.11	27.20	28.34
Secretary – Legislative Services	D	24.59	25.59	26.63	27.74	28.91
17	A	24.24	25.22	26.27	27.37	28.48
Aquatic Leader ♦	B	24.66	25.66	26.73	27.85	28.98
Building Services Supervisor •	C	25.09	26.11	27.20	28.34	29.49
Business Operations Assistant	D	25.59	26.63	27.74	28.91	30.08
Clerk 3						
Committee Clerk						
Customer Service Representative						
File Quality Reviewer						
Information Technology Support Clerk						
Meter Reader – Collector						
Payroll Clerk						
Planning Assistant 1						
Recreation Leader						
Storekeeper ♦						
Storekeeper – Garage ♦						
Utilities Clerk 2						

18	A	25.22	26.27	27.37	28.48	29.68
Accounting Clerk 2	B	25.66	26.73	27.85	28.98	30.20
Accounting Clerk Taxes	C	26.11	27.20	28.34	29.49	30.73
Animal Services Officer	D	26.63	27.74	28.91	30.08	31.34
Fitness Programmer ♦						
FOI/Committee Clerk						
Moody Park Arena Maint. Sup.♦						
Supervisor Aquatic Instruction ♦						
Transportation Demand Coord.						
Volunteer Coordinator						
18.5	A	25.68	26.72	27.82	28.99	30.22
	B	26.13	27.19	28.31	29.50	30.75
	C	26.59	27.67	28.81	30.02	31.29
	D	27.12	28.22	29.39	30.62	31.92
19	A	26.27	27.37	28.48	29.68	30.92
Applications Assistant	B	26.73	27.85	28.98	30.20	31.46
Asst. Coord., Crime Prevention Serv.	C	27.20	28.34	29.49	30.73	32.01
Communications Operator 2 ★	D	27.74	28.91	30.08	31.34	32.65
Mapping Technician						
Planning Research Assistant						
Records Management Specialist						
Recreation Programmer						
Senior Animal Services Officer						
Utilities Clerk 3						
Victim Assistance Case Worker						
Youth Services Coordinator						
20	A	27.37	28.48	29.68	30.92	32.21
Assistant Archivist	B	27.85	28.98	30.20	31.46	32.77
Computer Technician	C	28.34	29.49	30.73	32.01	33.34
Filming Coordinator (p/t)	D	28.91	30.08	31.34	32.65	34.01
Insurance Coordinator						
Planning Assistant 2						
Pool Supervisor ♦						
Quality Control Clerk						
Queen's Park Maintenance Sup. ♦						
21	A	28.48	29.68	30.92	32.21	33.55
Assistant Curator	B	28.98	30.20	31.46	32.77	34.14
Assistant Coordinator, Victim Assist.	C	29.49	30.73	32.01	33.34	34.74
Assistant Mgr, Queen's Park	D	30.08	31.34	32.65	34.01	35.43
Building Maintenance Supervisor ★						
Communications Coordinator						
Communications Operator 3 ★						
Coordinator, Crime Prev. Services						
GIS Technician						
Physical Plant Maint. Worker ♦						
Plan Checking Assistant						
Plan Reviewer 1						

22	A	29.68	30.92	32.21	33.55	34.95
Building Maintenance Coordinator Court Services Clerk Graphics Artist Intermediate Buyer License Inspector Planning Technician	B	30.20	31.46	32.77	34.14	35.56
	C	30.73	32.01	33.34	34.74	36.18
	D	31.34	32.65	34.01	35.43	36.90
22.5	A	29.85	31.25	32.64	34.11	35.61
	B	30.37	31.80	33.21	34.71	36.23
	C	30.90	32.36	33.79	35.32	36.86
	D	31.52	33.01	34.47	36.03	37.60
23	A	30.92	32.21	33.55	34.95	36.46
Bylaw Officer Electrical Technician Forensic Video Analyst Information and Privacy Coord. Operations Technician ★ Plan Reviewer 2 User Support Specialist	B	31.46	32.77	34.14	35.56	37.10
	C	32.01	33.34	34.74	36.18	37.75
	D	32.65	34.01	35.43	36.90	38.51
24	A	32.21	33.55	34.95	36.46	38.02
GIS Analyst GIS Technologist Helpdesk Coordinator Planning Analyst	B	32.77	34.14	35.56	37.10	38.69
	C	33.34	34.74	36.18	37.75	39.37
	D	34.01	35.43	36.90	38.51	40.16
25	A	33.55	34.95	36.46	38.02	39.64
Environmental Coordinator 1 Financial Analyst Financial Services Officer Network Analyst	B	34.14	35.56	37.10	38.69	40.33
	C	34.74	36.18	37.75	39.37	41.04
	D	35.43	36.90	38.51	40.16	41.86
26	A	34.95	36.46	38.02	39.64	41.29
Building Inspector Civil & Parks Infrastruct. Proj. Coord. Electrical Utility Dist. Technologist Engineering Technologist Network and Systems Coord. ♦ Plumbing Inspector Programmer Analyst Senior Planning Analyst	B	35.56	37.10	38.69	40.33	42.01
	C	36.18	37.75	39.37	41.04	42.75
	D	36.90	38.51	40.16	41.86	43.61

27	A	36.46	38.02	39.64	41.29	43.07
Engineering Project Technologist Records and Info. Administrator	B	37.10	38.69	40.33	42.01	43.82
	C	37.75	39.37	41.04	42.75	44.59
	D	38.51	40.16	41.86	43.61	45.48
28	A	38.02	39.64	41.29	43.07	44.92
Business Systems Analyst Network Administrator Planner 1 Crime Analyst ♦ Database Coordinator GIS Coordinator Senior Building Inspector Transportation Planner	B	38.69	40.33	42.01	43.82	45.71
	C	39.37	41.04	42.75	44.59	46.51
	D	40.16	41.86	43.61	45.48	47.44
29	A	39.64	41.29	43.07	44.92	46.85
	B	40.33	42.01	43.82	45.71	47.67
	C	41.04	42.75	44.59	46.51	48.50
	D	41.86	43.61	45.48	47.44	49.47
30	A	41.29	43.07	44.92	46.85	48.87
Planner 2	B	42.01	43.82	45.71	47.67	49.73
	C	42.75	44.59	46.51	48.50	50.60
	D	43.61	45.48	47.44	49.47	51.61

⊛ 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.

SCHEDULE A3

INSIDE CLASSES (SALARY RATES BY PAY GRADE)

E.	Effective 2012 January 01	1.25%
F.	Effective 2013 January 01	1.75%
G.	Effective 2014 January 01	1.75%
H.	Effective 2015 January 01	2.00%

Pay Grade		1	2	3	4	5	Pay Grade		1	2	3	4	5
10	A	18.39	19.14	19.86	20.71	21.51	15.5	A	22.76	23.69	24.66	25.68	26.72
	B	18.71	19.47	20.21	21.07	21.89		B	23.16	24.10	25.09	26.13	27.19
	C	19.04	19.81	20.56	21.44	22.27		C	23.57	24.52	25.53	26.59	27.67
	D	19.42	20.21	20.97	21.87	22.72		D	24.04	25.01	26.04	27.12	28.22
11	A	19.14	19.86	20.71	21.51	22.37	16	A	23.29	24.24	25.22	26.27	27.37
	B	19.47	20.21	21.07	21.89	22.76		B	23.70	24.66	25.66	26.73	27.85
	C	19.81	20.56	21.44	22.27	23.16		C	24.11	25.09	26.11	27.20	28.34
	D	20.21	20.97	21.87	22.72	23.62		D	24.59	25.59	26.63	27.74	28.91
12	A	19.86	20.71	21.51	22.37	23.29	17	A	24.24	25.22	26.27	27.37	28.48
	B	20.21	21.07	21.89	22.76	23.70		B	24.66	25.66	26.73	27.85	28.98
	C	20.56	21.44	22.27	23.16	24.11		C	25.09	26.11	27.20	28.34	29.49
	D	20.97	21.87	22.72	23.62	24.59		D	25.59	26.63	27.74	28.91	30.08
13	A	20.71	21.51	22.37	23.29	24.24	18	A	25.22	26.27	27.37	28.48	29.68
	B	21.07	21.89	22.76	23.70	24.66		B	25.66	26.73	27.85	28.98	30.20
	C	21.44	22.27	23.16	24.11	25.09		C	26.11	27.20	28.34	29.49	30.73
	D	21.87	22.72	23.62	24.59	25.59		D	26.63	27.74	28.91	30.08	31.34
14	A	21.51	22.37	23.29	24.24	25.22	18.5	A	25.68	26.72	27.82	28.99	30.22
	B	21.89	22.76	23.70	24.66	25.66		B	26.13	27.19	28.31	29.50	30.75
	C	22.27	23.16	24.11	25.09	26.11		C	26.59	27.67	28.81	30.02	31.29
	D	22.72	23.62	24.59	25.59	26.63		D	27.12	28.22	29.39	30.62	31.92
15	A	22.37	23.29	24.24	25.22	26.27	19	A	26.27	27.37	28.48	29.68	30.92
	B	22.76	23.70	24.66	25.66	26.73		B	26.73	27.85	28.98	30.20	31.46
	C	23.16	24.11	25.09	26.11	27.20		C	27.20	28.34	29.49	30.73	32.01
	D	23.62	24.59	25.59	26.63	27.74		D	27.74	28.91	30.08	31.34	32.65

Pay Grade		1	2	3	4	5
20	A	27.37	28.48	29.68	30.92	32.21
	B	27.85	28.98	30.20	31.46	32.77
	C	28.34	29.49	30.73	32.01	33.34
	D	28.91	30.08	31.34	32.65	34.01
21	A	28.48	29.68	30.92	32.21	33.55
	B	28.98	30.20	31.46	32.77	34.14
	C	29.49	30.73	32.01	33.34	34.74
	D	30.08	31.34	32.65	34.01	35.43
22	A	29.68	30.92	32.21	33.55	34.95
	B	30.20	31.46	32.77	34.14	35.56
	C	30.73	32.01	33.34	34.74	36.18
	D	31.34	32.65	34.01	35.43	36.90
22.5	A	29.85	31.25	32.64	34.11	35.61
	B	30.37	31.80	33.21	34.71	36.23
	C	30.90	32.36	33.79	35.32	36.86
	D	31.52	33.01	34.47	36.03	37.60
23	A	30.92	32.21	33.55	34.95	36.46
	B	31.46	32.77	34.14	35.56	37.10
	C	32.01	33.34	34.74	36.18	37.75
	D	32.65	34.01	35.43	36.90	38.51
24	A	32.21	33.55	34.95	36.46	38.02
	B	32.77	34.14	35.56	37.10	38.69
	C	33.34	34.74	36.18	37.75	39.37
	D	34.01	35.43	36.90	38.51	40.16

Pay Grade		1	2	3	4	5
25	A	33.55	34.95	36.46	38.02	39.64
	B	34.14	35.56	37.10	38.69	40.33
	C	34.74	36.18	37.75	39.37	41.04
	D	35.43	36.90	38.51	40.16	41.86
26	A	34.95	36.46	38.02	39.64	41.29
	B	35.56	37.10	38.69	40.33	42.01
	C	36.18	37.75	39.37	41.04	42.75
	D	36.90	38.51	40.16	41.86	43.61
27	A	36.46	38.02	39.64	41.29	43.07
	B	37.10	38.69	40.33	42.01	43.82
	C	37.75	39.37	41.04	42.75	44.59
	D	38.51	40.16	41.86	43.61	45.48
28	A	38.02	39.64	41.29	43.07	44.92
	B	38.69	40.33	42.01	43.82	45.71
	C	39.37	41.04	42.75	44.59	46.51
	D	40.16	41.86	43.61	45.48	47.44
29	A	39.64	41.29	43.07	44.92	46.85
	B	40.33	42.01	43.82	45.71	47.67
	C	41.04	42.75	44.59	46.51	48.50
	D	41.86	43.61	45.48	47.44	49.47
30	A	41.29	43.07	44.92	46.85	48.87
	B	42.01	43.82	45.71	47.67	49.73
	C	42.75	44.59	46.51	48.50	50.60
	D	43.61	45.48	47.44	49.47	51.61

SCHEDULE B**OUTSIDE CLASSES (SALARY RATES)**

- A. Effective 2012 January 01 1.25%
 B. Effective 2013 January 01 1.75%
 C. Effective 2014 January 01 1.75%
 D. Effective 2015 January 01 2.00%

Class Title	<i>Hourly Wage Rate</i>			
	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
Arborist	36.39	37.03	37.68	38.43
Assistant Sign Painter	28.32	28.82	29.32	29.91
Automotive Service Worker	25.63	26.08	26.54	27.07
Coordinator - Horticultural Operations	32.63	33.20	33.78	34.46
Equipment Operator 1	26.27	26.73	27.20	27.74
Equipment Operator 2	26.92	27.39	27.87	28.43
Equipment Operator 3	27.24	27.72	28.21	28.77
Equipment Operator 4	27.63	28.11	28.60	29.17
Equipment Operator 4a	28.60	29.10	29.61	30.20
Equipment Operator 4b	29.26	29.77	30.29	30.90
Equipment Operator - Cemetery	26.71	27.18	27.66	28.21
Formsetter - Concrete Finisher 1	26.42	26.88	27.35	27.90
Gardener 1	30.62	31.16	31.71	32.34
Gardener 2	34.33	34.93	35.54	36.25
Greenhouse Nurseryman 1	30.62	31.16	31.71	32.34
Greenhouse Nurseryman 2	34.33	34.93	35.54	36.25
Irrigation Technician	27.79	28.28	28.77	29.35
Labourer 1	24.95	25.39	25.83	26.35
Labourer 2	25.25	25.69	26.14	26.66
Labourer 3	25.63	26.08	26.54	27.07
Mechanic - Small Equipment	31.59	32.14	32.70	33.35
Meter Maintenance Attendant	23.29	23.70	24.11	24.59
Park Attendant 1	25.99	26.44	26.90	27.44
Park Patroller	25.63	26.08	26.54	27.07
Parks Grounds Maintenance Supervisor	27.79	28.28	28.77	29.35
Parks Maintenance Specialist	30.62	31.16	31.71	32.34
Pump Service Specialist	30.62	31.16	31.71	32.34
Recycling Truck Operator	27.02	27.49	27.97	28.53
Sign Maintenance Worker	26.42	26.88	27.35	27.90
Subforeman 2	27.79	28.28	28.77	29.35
Subforeman - Concrete	28.32	28.82	29.32	29.91
Subforeman - Mechanic	36.14	36.77	37.41	38.16
Tow Truck Operator	27.24	27.72	28.21	28.77
Tradesman 1 - Carpenter	30.62	31.16	31.71	32.34
Tradesman 1 - Mechanic	30.62	31.16	31.71	32.34
Tradesman 1 - Painter	30.62	31.16	31.71	32.34
Tradesman 2 - Carpenter	34.33	34.93	35.54	36.25

Hourly Wage Rate**Class Title**

Tradesman 2 - Mechanic	35.33	35.95	36.58	37.31
Tradesman 2 - Sign Painter	34.33	34.93	35.54	36.25
Truckdriver 1	26.08	26.54	27.00	27.54
Truckdriver 1 - Scavenging	26.76	27.23	27.71	28.26
Truckdriver 2	26.76	27.23	27.71	28.26
Truckdriver 2 - Asphalt Raker	26.76	27.23	27.71	28.26
Truckdriver 2 - Scavenging	27.02	27.49	27.97	28.53
Truckdriver 3	27.02	27.49	27.97	28.53
Truckdriver - Swamper 1	27.33	27.81	28.30	28.87
Truckdriver - Swamper 2	27.62	28.10	28.59	29.16
Turf Care Coordinator	34.33	34.93	35.54	36.25
Utilityman - Sewers	27.02	27.49	27.97	28.53
Utilityman - Waterworks	26.42	26.88	27.35	27.90
Water Meter Mechanic	32.63	33.20	33.78	34.46

Apprentice Wage Rates - Tradesman 2 Sign Painter/Carpenter

1st 6 months - 70% of Tradesman 2	24.95	25.39	25.83	26.35
2nd 6 months - 72.5% of Tradesman 2	24.95	25.39	25.83	26.35
3rd 6 months - 75% of Tradesman 2	25.75	26.20	26.66	27.19
4th 6 months - 77.5% of Tradesman 2	26.61	27.08	27.55	28.10
5th 6 months - 80% of Tradesman 2	27.47	27.95	28.44	29.01
6th 6 months - 82.5% of Tradesman 2	28.33	28.83	29.33	29.92
7th 6 months - 85% of Tradesman 2	29.18	29.69	30.21	30.81
8th 6 months - 90% of Tradesman 2	30.90	31.44	31.99	32.63

RECREATION AND HOURLY RATED INSIDE CLASSES (SALARY RATES)

A. Effective 2012 January 01	1.25%
B. Effective 2013 January 01	1.75%
C. Effective 2014 January 01	1.75%
D. Effective 2015 January 01	2.00%

Class Title		Hourly Wage Rate		
		1	2	3
Aquatic Fitness Centre Supervisor (this class is being used only for Robert Hindley and is to be deleted when he vacates the job)	A	27.76	28.74	29.69
		28.25	29.24	30.21
	C	28.74	29.75	30.74
	D	29.31	30.35	31.35
Concession Worker 1 *	A	16.22	16.50	16.77
	B	16.50	16.79	17.06
	C	16.79	17.08	17.36
	D	17.13	17.42	17.71
Concession Worker 2 *	A	17.11	17.53	17.82
	B	17.41	17.84	18.13
	C	17.71	18.15	18.45
	D	18.06	18.51	18.82
Fitness Advisor *	A	24.24	25.22	26.27
	B	24.66	25.66	26.73
	C	25.09	26.11	27.20
	D	25.59	26.63	27.74
Fitness Instructor 1 (per class)	A	34.95	35.91	36.88
	B	35.56	36.54	37.53
	C	36.18	37.18	38.19
	D	36.90	37.92	38.95
Fitness Instructor 2 (per class)	A	43.10	44.07	45.00
	B	43.85	44.84	45.79
	C	44.62	45.62	46.59
	D	45.51	46.53	47.52

<i>Class Title</i>		Hourly Wage Rate		
		1	2	3
Recreation Cashier Clerk *	A	18.25	18.62	19.13
	B	18.57	18.95	19.46
	C	18.89	19.28	19.80
	D	19.27	19.67	20.20
Recreation Worker 1 *	A	16.77	17.13	18.14
	B	17.06	17.43	18.46
	C	17.36	17.74	18.78
	D	17.71	18.09	19.16
Recreation Worker 2 *	A	18.25	18.62	19.13
	B	18.57	18.95	19.46
	C	18.89	19.28	19.80
	D	19.27	19.67	20.20
Recreation Worker 3 *	A	20.61	21.31	22.34
	B	20.97	21.68	22.73
	C	21.34	22.06	23.13
	D	21.77	22.50	23.59
Recreation Worker 4 *	A	22.57	23.58	24.54
	B	22.96	23.99	24.97
	C	23.36	24.41	25.41
	D	23.83	24.90	25.92
Seniors/Adult Physical Activity Instructor (per class)	A	29.81	30.77	31.70
	B	30.33	31.31	32.25
	C	30.86	31.86	32.81
	D	31.48	32.50	33.47
Specialist *	A	29.81	30.77	31.70
	B	30.33	31.31	32.25
	C	30.86	31.86	32.81
	D	31.48	32.50	33.47

Notes:

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

2nd increment will be effective at 1000 hours of employment in one class or six fiscal quarters of leadership/instruction. (A fiscal quarter is three months in duration).

3rd increment will be effective at 1000 hours of employment in one class or six fiscal quarters of leadership/instruction.

MECHANICS TOOL LIST

STANDARD COMBINATION WRENCHES ¼, 5/16, 3/8, 7/16, ½, 9/16, 5/8, 11/16, ¾, 13/16, 7/8, 15/16, 1, 1 1/16, 1 1/8, 1 3/16, 1 ¼	SHORT AND LONG IMPACT SOCKETS (1 of each type 3/8 drive) 5/16, 3/8, 7/16, ½, 9/16, 5/8, 11/16, ¾
STANDARD LINE WRENCHES ¼ - 5/16, 3/8 – 7/16, ½ - 9/16, 5/8 – 11/16	SHORT AND LONG IMPACT SOCKETS (1 of each type ½ drive) 13/16, 7/8, 15/16, 1, 1 1/16, 1 1/8, 1 3/16, 1 ¼
METRIC COMBINATION WRENCHES 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22	SHORT AND LONG METRIC IMPACT SOCKETS (1 of each type 3/8 drive) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
METRIC LINE WRENCHES 9-11, 10-12, 13-14, 15-17, 16-18	SHORT AND LONG METRIC IMPACT SOCKETS (1 of each type ½ drive) 15, 16, 17, 18, 19, 20, 21, 22, 23, 24
ADJUSTABLE WRENCHES 6", 8", 10", 15"	RACHET EXTENSIONS 3/8 AND ½ DRIVE (one of each) 2, 4, 6, 8, 11, 24
RACHET WRENCHES 3/8, ½	UNIVERSAL SOCKETS 3/8 and ½ inch drive (one of each)
AIR RACHETS 3/8	BRAKE TOOLS
IMPACT GUNS ½	

SUPPLEMENTARY VACATION

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

1012	1015	1040	1051	1052	1077
1079	1107	1111	1112	1124	1177
1179	1186	1208	1211	1285	1316
1325	1334	1336	1342	1363	1376
1444	1553	1591	1597	1702	1810
1839	1872	1907	1920	2112	2125
2185	4317	4319	4333	4348	4391
4506	4507	4517	4521	4533	4534
4537	4538	4551	4573	4596	4610
4611	8876				

SUPPLEMENTARY VACATION																					
Difference - New Entitlement Less Old Entitlement (Summary)																					
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
1995	0	0	0	0	0	-4	1	1	1	1	-4	1	1	1	1	-4	1	1	-4	1	-4
1994	0	0	0	0	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1
1993	0	0	0	0	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1
1992	0	0	0	0	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1
1991	0	0	0	0	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1
1990	0	0	0	0	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4
1989	0	0	0	0	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1
1988	0	0	0	0	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1
1987	0	0	0	0	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1
1986	0	0	0	0	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1
1985	0	0	0	0	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4
1984	0	0	0	0	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1
1983	0	0	0	0	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1
1982	0	0	0	0	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1
1981	0	0	0	0	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1
1980	0	0	0	0	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	1
1979	0	0	0	0	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1
1978	0	0	0	0	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1
1977	0	0	0	0	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1
1976	0	0	0	0	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1
1975	0	0	0	0	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4
1974	0	0	0	0	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4	0	1
1973	0	0	0	0	0	1	2	3	-1	0	1	2	3	-1	0	1	2	3	-1	0	1
1972	0	0	0	0	0	1	2	-2	-1	0	1	2	-2	-1	0	1	2	-2	-1	0	1
1971	0	0	0	0	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1	-3	-2	-1	0	1
1970	0	0	0	0	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4	-3	-2	-1	0	-4
City owes Employee: If the number is negative, the Employer may owe the Employee the amount shown																					

CITY OF NEW WESTMINSTER

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

This is the Schedule "F" referred to in Section 21 of Schedule "G" of the Memorandum of Agreement between the Employers and the Union dated 1977 June 14.

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

1. Basic annual working hours will be calculated as $260.89 \times \text{daily working hours}$ as per the five (5) day week; e.g., $260.89 \times 7 = 1826\frac{1}{4}$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual Statutory Holiday hours will be calculated as eleven (11) x daily hours as per the five (5) day week; e.g., $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account will be taken of the difference in basic annual rest period allowances; e.g., $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the nine (9) day fortnight.
4. Employees will have at least two (2) of their days off in any week consecutive, and such days off will for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third (3rd) day off in any week will be in accordance with normal daily overtime rates.
5. For purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week will be considered to be those lengths of time

established by the parties pursuant to Paragraph 8 herein.

6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits will be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous five (5) day week. All deductions or debits will be made on the basis that each working day of absence will be measured as the length of time established by the parties pursuant to Paragraph 8 herein.
7. Notwithstanding any clause in a collective agreement to the contrary, an employee will not receive pay for acting senior capacity where he has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual Statutory Holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of Statutory Holidays in accordance with one (1) or other of the three (3) following ways and their decisions will determine automatically the lengths of the compressed work day and work week:

- a) Revert to a standard five (5) day week in any week when a Statutory Holiday occurs;
- b) Change days off during any week when a Statutory Holiday occurs in order that each employee will work four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.
- c) Have a compressed work day off with pay for each Statutory Holiday, and owe the Employers the difference in hours between the length of

the compressed work days and the length of the employee's former standard work day.

9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this formally titled Schedule F), the doubt will be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there will be no additional salary or benefit cost to the Employers, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employers and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE G

City of New Westminster *Memoranda of Understanding*

The following memoranda and/or Letters of Understanding are those which are currently agreed upon by the Employers and the Union.

- 1) Letter of Agreement – Classification Review
- 2) Letter of Agreement – Compressed Work Week
- 3) Letter of Agreement – CUPE Local 387 Business Agent
- 4) Letter of Agreement – Callout and Overtime

#2012 - 04
LETTER OF AGREEMENT
between the
CORPORATION OF THE CITY OF NEW WESTMINSTER
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: Classification Review

1. General

The Corporation of the City of New Westminster (the "Employer") and the Canadian Union of Public Employees, Local 387 (the "Union") agree, without prejudice, to implement a review on those job classifications identified in the Collective Agreement that appear to be similar in scope of job duties, qualification(s) requirements and wage. The purpose of this review is to ensure the many different job titles existing in the Collective Agreement are relevant to today's complex operations, reflect greater flexibility in work assignment, enhance productivity, support cross functionality throughout departments and provide career advancement potential. This review will not reduce work or eliminate jobs. This review will not result in any reduction in wages. This review will work towards ensuring accurate and relevant titles that will support effective recruiting. This review will recognize the need for entry level and senior level work in the possible consolidation of some like positions.

2. Classes of Positions To Be Reviewed

The classes of positions to be reviewed are identified in the Collective Agreement.

3. Terms of the Review

The Union and Management will establish a joint committee to not exceed two members each. The Committee will make best efforts to meet and conduct the work of the committee on a bi-weekly basis. Human Resources will provide the committee with all necessary documentation in the way of class specifications, wage rates, education and technical requirements and the like. It is not envisioned that the review would result in any recommendations regarding cross-functionality between inside and outside classifications.

The Committee will meet bi-monthly with the Director of Human Resources and CUPE Local President to review work to date. As recommendations are formulated the Director of Human Resources will ensure departmental stakeholders (Directors and Managers) are given full opportunity to understand the potential impact(s) of the review and be in agreement. In the event of job amalgamation sufficient time will be allowed to properly conduct compensation reviews and implementation will be dependent on budget availability. No potential wage adjustment would take place until 2013. There is no retroactivity in the event of wage adjustment.

The Employer will continue to pay for the regular wage or salary of any union officer working on the classification review including the union officer that meets bi-monthly with the Director of Human Resources for the purposes of project status and oversight.

Recognizing the positions identified above belong to different departments; despite similar title, departmental unique requirements will be given appropriate consideration and some positions may not be included in this review.

4. Conclusion

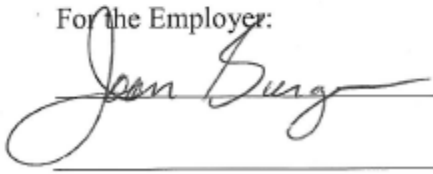
The Employer and the Union agree to implement the provisions of this Agreement upon concluding bargaining and signing the new Memorandum of Agreement. There is no pre-determined or guaranteed outcome to this review. It may be after the review is completed that no classifications are changed or some classifications are changed.

5. Expiry of this Letter of Agreement

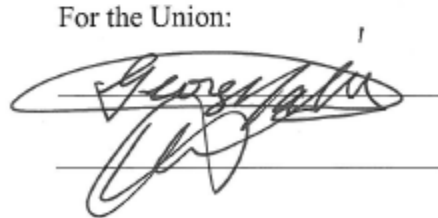
This Letter of Agreement will expire upon the mutually agreed-upon conclusion of this classification review but no later than January 31, 2013. Any extensions to be mutually agreed to by the Union and the Employer.

Dated at New Westminster, British Columbia this 5th day of July 2012.

For the Employer:



For the Union:



Date of revision: 27 June 2012
Document #291625

#2012 - 05
LETTER OF AGREEMENT
between the
CORPORATION OF THE CITY OF NEW WESTMINSTER
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: Compressed Work Week

1. General

The Corporation of the City of New Westminster (the "Employer") and the Canadian Union of Public Employees, Local 387 (the "Union") agree, without prejudice, to establish a Joint Committee to discuss and establish an operationally acceptable compressed work week. A compressed work week is an alternative work schedule where a standard full-time work week is reduced to fewer than five days, and employees make up the full number of hours per week by working longer hours per day. These work arrangements are intended to create flexible conditions that serve the needs of employees and Employer. A compressed work week must meet operational requirements and must not result in additional cost to the Employer.

2. Terms of the Committee

The Joint Committee will consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. The Committee will meet and conduct the work of the committee on a bi-weekly basis. The Committee will conclude its discussions and report its recommendations by 2013 September 30 to their respective principals. Such recommendations to be implemented by mutual agreement of the parties.

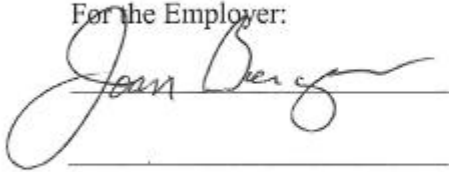
The Employer will continue to pay for the regular wage or salary of any Union officer working on the Committee.

3. Expiry of this Letter of Agreement

The Union and Employer agree to implement the provisions of this Agreement upon signing the new Memorandum of Agreement. This Letter of Agreement will expire no later than 2013 September 30 upon the mutually agreed-upon conclusion of the work of the Committee and the creation of a compressed work week implementation plan that would begin in 2014 January. Any extensions will be mutually agreed to by the Union and Employer.

Dated at New Westminster, British Columbia this 31st day of July 2012.

For the Employer:

A handwritten signature in cursive script, appearing to read "Joan Berger", written over a horizontal line.

For the Union:

A handwritten signature in cursive script, appearing to read "George K. H.", written over a horizontal line.

Document #297410

#2012 - 06
LETTER OF AGREEMENT
between the
CORPORATION OF THE CITY OF NEW WESTMINSTER
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: CUPE Local 387 Business Agent

1. General

The Corporation of the City of New Westminster (the "Employer") and the Canadian Union of Public Employees, Local 387 (the "Union") agree, in recognition of the significant amount of time and effort the Union's full time Business Agent contributes to the Employer's administrative projects, without prejudice, to include CUPE Local 387 Business Agent in the "leave of absence without loss of pay" consideration detailed in Article 8.7 Absence From Duty of Union Officials in limited and specified conditions as directed by the Employer and defined below. This is a pilot implementation for one year, at the end of which cost to the Employer will be analyzed and continuance of this benefit determined.

2. Terms of Reference

This is a one year pilot agreement in which CUPE Local 387 will receive compensation from the Employer for the Business Agent for time and effort contributed to limited and specific administrative projects – in essence a cost-share arrangement.

Such projects will be defined by the Employer, and agreed to by the Union and are, but not limited to:

- Review and possible implementation of some form of flexible work hours project;
- Review and possible amalgamation of some job classifications identified within the collective agreement;
- Assist the Employer in the introduction of new policy (as done in the introduction of Attendance & Disability Management Policy)

The Employer and the Union will define a detailed and effective method of recording, reporting and compensating for time applied to specific projects.

The compensation for the Business Agent's time does not include those activities that are the sole responsibility of the Union (ie member representation). Attending potential disciplinary meetings, grievances, attendance issues, etc. is not included in this cost-share agreement.

3. Conclusion

The Employer and the Union agree to implement the provisions of this Agreement upon concluding bargaining and signing the new Memorandum of Agreement. This is a one-year pilot in which the Employer and the Union will carefully analyze participation, benefit and cost in order to determine whether or not to continue with this cost-share arrangement.

4. Expiry of this Letter of Agreement

This Letter of Agreement is in effect July XX, 2012 to July 31, 2013.

Dated at New Westminster, British Columbia this 3rd day of July 2012.

For the Employer:

A handwritten signature in black ink, appearing to read "John Sun", written over a horizontal line.

For the Union:

A handwritten signature in black ink, written over a horizontal line.

Date of revision: 02 July 2012
Document #292653

LETTER OF AGREEMENT #2012 - 07

Between the

CORPORATION OF THE CITY OF NEW WESTMINSTER

And The

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: Callout and Overtime

1. General

The Corporation of the City of New Westminster (the "Employer") and the Canadian Union of Public Employees, Local 387 (the "Union") agree to assign callout (i.e. unscheduled) and overtime (i.e. scheduled) work in a fair, equitable and consistent manner that meets operational requirements.

2. Terms and Conditions

The Employer shall assign callout and overtime work from a **rotating departmental seniority list** in circumstances where specialized qualifications are required to perform the work assignment.

In circumstances where specialized qualifications are not required, the Employer shall assign callout and overtime work from a **rotating general seniority list**.

3. Review

The Employer and Union will review the assignment of callout and overtime work on an as needed basis to ensure that it continues to be fair, equitable and consistent while meeting operational requirements.

4. Term of Agreement

The term of this Agreement will be effective the date signed below and will expire on December 31, 2015.

Dated at New Westminster, British Columbia this 13th day of November, 2013

For the Employer:

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

For the Union:

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

Doc 477629