

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND
(hereinafter called the "City")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718
(hereinafter called the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF RICHMOND (hereinafter the "City") AGREE TO RECOMMEND TO RICHMOND CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718 (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2012 January 01 and expiring 2015 December 31 (hereinafter the "2012-2015 Collective Agreement") shall apply except as specifically varied below.

2. **Article 1 – Term of Agreement**

The City and the Union agree that the term of the new Collective Agreement shall be for four (4) years, commencing 2016 January 01 and expiring 2019 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **General Increases**

- (a) The City and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:
 - (i) Effective 2016 January 01, all hourly rates of pay that were in effect on 2015 December 31 shall be increased by one and one half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

- (ii) Effective 2017 January 01, all hourly rates of pay that were in effect on 2016 December 31 shall be increased by one and one half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (iii) Effective 2018 January 01, all hourly rates of pay that were in effect on 2017 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (iv) Effective 2019 January 01, all hourly rates of pay that were in effect on 2018 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Clause 12.1 – Vacations**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 11.1(i) in the new Collective Agreement to read as follows:

- “(i) Any permanent employee who has not selected their vacation period(s) by October 15th for January to June of the following calendar year, or by April 15th for July to December of the same calendar year will not have any seniority rights with regards to being given preferential treatment in selecting their vacation period over other employees with less seniority.”

5. **Clause 14 – Employee Benefits**

- (a) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 14.2 to read as follows:

“Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service, and such coverage is available on the first day of the month following the date of Regular Full-time employment. The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%). The employees' contributions shall be made by payroll deduction.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The annual deductible is seventy-five (\$75) dollars per person or family each calendar year. In any calendar year the Eligible expenses do not exceed the deductible, eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next year.

In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates “no substitutions” on the prescription. Prescriptions are subject to reasonable and customary dispensing fee cap of ten

(\$10.00) dollars per prescription, and a maximum drug markup of fifteen (15%) percent

The provision of the benefits shall be subject to the requirements of the Plan. The Plan is subject to the conditions related to the preferred provider program and the Plan shall contain, among other benefits, diabetic equipment and supplies, ostomy supplies, and coverage for the following to the identified maximums per person covered by the Plan and subject to Plan limitations:

- (i) Vision care with a maximum claim of six hundred dollars (\$600) every two (2) calendar years or six hundred dollars (\$600)/continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter);
 - (ii) Eye exams (maximum one hundred dollars (\$100) every two (2) years);
 - (iii) Laser eye surgery (seven hundred and fifty dollars (\$750) per person lifetime maximum);
 - (iv) Hearing aids and repairs (seven hundred dollars (\$700) every five (5) years);
 - (v) Clinical psychologist (one thousand dollars (\$1,000) each year);
 - (vi) Registered dietician (five hundred dollars (\$500) per year maximum);
 - (vii) Smoking cessation (three hundred and fifty dollars (\$350) per person lifetime maximum);
 - (viii) Physiotherapist/Chiropractor/Registered Massage Therapist (one thousand five hundred dollars (\$1,500) calendar year maximum for any one (1) or a combination of the practitioners);
 - (ix) Naturopath (two hundred (\$200) per calendar year maximum); and
 - (x) Podiatrist (one hundred (\$100) per calendar year maximum)."
- (b) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend paragraph (c) of Clause 14.3 to read as follows:
- "(c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of six thousand dollars (\$6,000) for adults and dependent children as defined by the Plan."

- (c) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 14.7 to read as follows:

“14.7 Gratuity Pay

- (a) It is further agreed and understood that such employees shall be credited with gratuity pay of one (1) working day per quarter of the calendar year as follows:

January 1 to March 31

July 1 to September 30

April 1 to June 30

October 1 to December 31

In addition, an employee shall be entitled to an additional gratuity credit equivalent to one (1) working day per calendar year if the employee is not absent on sick leave at all during the applicable calendar year. Therefore, an employee may earn a maximum number of gratuity day credits equivalent to five (5) working days in a calendar year.

In the event that any employee is absent on sick leave in the quarterly period as designated above, the gratuity pay for that quarterly period will be reduced accordingly for each hour of sick leave taken to the maximum of the one day of gratuity pay for that quarter. In addition to this reduction, the employee will not be eligible for the additional gratuity day available to employees who use no sick leave at all during a calendar year.

Each employee may exercise their option of having all accrued gratuity pay earned in the preceding year paid out no later than the fourth pay period of the following calendar year.

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

- i) Being found while employed under the influence of alcohol or a drug not prescribed by a physician and if they have refused to obtain proper medical attention for their condition;
- ii) Being found while employed in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has been, or is about to be, consumed by such employee during the hours of their employment and if they have refused to obtain proper medical attention for their condition;

iii) Theft or conversion of Employer property;

iv) Willful damage to Employer property;

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

- (b) Employees shall not be entitled to payment as provided above if they resign or leave the service of the Employer within two (2) years of the date of the commencement of their employment.
- (c) Employees hired prior to <DATE OF RATIFICATION> will have their gratuity banks frozen as of that date. Gratuity credits for such employees which were earned prior to <DATE OF RATIFICATION> may be used as set out in (a) above. In addition, the employee may request to have accrued gratuity credits taken as paid gratuity leave. Employees making such requests for paid gratuity leave must provide a minimum of ten (10) working days' notice of the date of the requested leave and the leave request is subject to approval by the employee's supervisor.
- (d) Effective <DATE OF RATIFICATION>, all employees may request to schedule gratuity credits earned pursuant to (a) above as paid gratuity leave. All such requests are subject to approval by the employee's supervisor. Any gratuity credits earned in a calendar year which are not scheduled as paid gratuity leave prior to March 31st of the year following the year in which they are earned will be paid out during the first pay period following March 31st in the year following the year in which the gratuity credit was earned.
- (e) The Employer will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31st and such statement shall be in writing and given to the employee not later than the last day of the month of February of the succeeding calendar year. "
- (d) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Clause 14.12 to read as follows:

"The City will maintain benefit coverage available under Clauses 14.1 (Medical Services Plan) and 14.2 (Extended Health Benefits) for those employees retiring on Municipal Pension until the end of the calendar month which follows the calendar month of the employee's date of retirement. This benefit coverage will only be maintained if the employee pays his or her share of the applicable benefit premium."

6. **Clause 15.7 – Pay for Acting in a Senior Capacity**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the second sentence of Clause 15.7 to read as follows:

“Where the salary received in the employee’s own position is equal to, or exceeds, the minimum of the senior position in which the employee is acting, the employee shall be advanced to the senior position’s step that provides a minimum of four percent (4%) higher rate of pay relative to the employee’s own position.”

7. **Clause 15.13 – Jury and Witness Fees**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 15.13 to read as follows:

“Any employee called for Jury Duty or as a witness on behalf of the Crown will be allowed time-off during the period of such duty up to and including twenty (20) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Human Resources Director. In special circumstances, the Employer may extend payment on the above basis beyond the time limit imposed above.”

8. **Clause 17 – Grievance Procedure**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Clause 17.1 – Grievance Procedure (to replace the wording immediately following the title of Clause 17) to read as follows:

“17.1 – Grievance Procedure

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

Step 1

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) and the Union shall submit the grievance to the Manager in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Manager and employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Manager shall

render a written decision within ten (10) calendar days of receiving the written grievance.

Step 2

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) calendar days of receiving the Employer's response, refer the grievance in writing to the applicable Director or designate. The Director shall meet with the Union and shall render the decision within ten (10) calendar days of the grievance being referred. Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Manager may be submitted by the Union directly to the Director.

Step 3

Failing satisfactory settlement at Step 2, the Union shall, within ten (10) calendar days of receiving the response, refer the grievance, in writing to the Grievance Committee of the Employer. The Grievance Committee of the Employer shall meet with the Union within ten (10) calendar days of the grievance being referred and shall render its decision within ten (10) calendar days of the meeting with the Union.

Step 4

Failing satisfactory settlement at Step 3 the Union may, within thirty (30) calendar days, refer the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one nominee appointed by the Employer and one appointed by the Union. These two nominees shall name a third member who shall be Chair.

Should the nominees fail to select a Chair within ten (10) calendar days, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. Each party shall pay the expenses of their nominee and shall pay half the expenses of the Chair.

Within ten (10) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on the parties.

By mutual agreement the Employer and the Union may appoint a single arbitrator in place of the Board of Arbitration. The decision of the single arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

Time Limits

The above time limits may be extended by mutual agreement of the Employer and the Union.”

Re-number the subsections in this clause (commencing with existing 17.1) accordingly.

9. **Schedule “A”**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Schedule “A” as follows:

(a) Designate the following classifications as “Flex Blocking” as indicated below:

Position Description	Hours of Work
Aquatic Maintenance Supervisor	Flex Blocking
Building Inspector - Licenses	Flex Blocking
Community Facilities Programmer	Flex Blocking
Coordinator - Parks Programs	Flex Blocking (UR)
Coordinator, ESS & Public Education	Flex Blocking
Cultural Diversity Coordinator	Flex Blocking
Emergency Programs Coordinator	Flex Blocking
ESS/Volunteer Mgmt Coordinator	Flex Blocking
Exhibit & Program Coordinator	Flex Blocking
Exhibition & Gallery Coordinator	Flex Blocking
Licence/Building Officer	Flex Blocking
Recreation Facility Clerk (excluding PCC 1084, 1286 and 1321)	Flex Blocking
Recreation Leader 1	Flex Blocking
Senior Wellness Coordinator	Flex Blocking
Sign/Business Licence Inspector	Flex Blocking
Supervisor Business Licence	Flex Blocking
Volunteer Development Coordinator	Flex Blocking

10. **NEW – Schedule “F” – Aquatics Scheduling**

- (a) While not to be included in the new Collective Agreement and effective the date of ratification of the Memorandum of Agreement, the City will end the long-standing practice of requiring Instructor/Lifeguard who resign from Regular positions and who are rehired as Auxiliaries to start at Step 1 of the pay band. In addition, the City agrees that all current Auxiliary Instructor/Lifeguards who have previously held Regular positions, will be identified and their wage rates will be retroactively adjusted on the basis set out in this Item 10(a) to January 1, 2016 or the date of their change to Auxiliary status, whichever is later.
- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add a new Schedule “F” to the Collective Agreement to read as set out in Appendix 1.

11. **Letters of Agreement**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to the following:

- (a) Renew Letters of Agreement 1, 2, 3, 4, 5 and 6;
- (b) Delete Letters of Agreement 7, 8, 9 and 10;
- (c) Add a new Clause 14.13 to the collective agreement to read as follows:

“Benefit Reciprocity

The purpose of this Clause 14.13 is to provide a clear understanding of the status of seniority, length of service and benefits eligibility should an employee from one Union jurisdiction move to another Union jurisdiction while continuing to maintain employee status with the City of Richmond.

An employee moving voluntarily from one Union jurisdiction to another, whose service with the City has qualified them for benefit eligibility, will retain their membership, accumulated banks and eligibility in the following plans and Collective Agreement clauses of the receiving Union jurisdiction:

- | | |
|--|---------------------------------|
| 1. Medical Services Plan | 6. Municipal Pension Plan |
| 2. Extended Health Benefit Plan | (Superannuation) |
| 3. Dental Plan | 7. Vacation Entitlement |
| 4. Group Life Insurance Plan | 8. Sick Leave Benefit Plan |
| 5. Accidental Death and Dismemberment Plan | 9. Family Leave (if applicable) |
| | 10. Gratuity Pay |
| | 11. Bereavement Leave |

If the employee has not achieved benefit eligibility status at the time of the movement from one Union jurisdiction to another, the employee must re-qualify for benefit eligibility by completing, from the date of transfer, the requisite period of continuous service as documented by the collective agreement of the receiving Union jurisdiction.

In all cases of employee jurisdictional transfers between Unions, the employee will be required to establish a new seniority date in accordance with the Collective Agreement of the receiving Union jurisdiction, with such seniority date not preceding the effective date of transfer. Seniority is an earned date within a singular union jurisdiction and is not transferable.

Length of service is service with the City of Richmond for the purpose of calculating vacation entitlement only. CUPE 718 Collective Agreement Article 15.4 "Promotional Policy" and Article 15.6 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 14.12. CUPE 394 Collective Agreement Article 14.2 "Promotional Policy" and Article 14.3 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 14.12."

12. **Auxiliary Hours**

While not to be included in the Collective Agreement and as soon as possible following the date of ratification of the Memorandum of Agreement, the City will post regular positions totaling ten (10) full time equivalent (FTE) positions.

13. **Sick Leave and Disability Benefits Committee**

While not to be included in the new Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the City and the Union will establish a Sick Leave and Disability Benefits Committee of up to three (3) representatives each to discuss the current program of disability coverage and investigate all options to provide sick leave and disability benefits to members of the Union.

The committee shall meet at least once every three (3) months between the date of ratification and August 1, 2019. It is agreed that each party may bring any experts or consultants to the committee meetings whom they deem necessary.

It is understood that any agreed upon changes to the Collective Agreement proposed by this committee outside of the collective bargaining process must first be ratified by both parties.

14. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union mutually agree to make the following housekeeping changes:

(a) for clarity, amend 12.1(3)(a) by adding "(with the Employer)" after "pensionable service" in the third line;

(b) clarify Clause 13.1(h) to read as follows:

"The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours. Hours worked which attract a premium payment under this provision are those hours which are worked between the hours of 00:00 and 24:00 on the applicable Public Holiday."

(c) amend the note at the beginning of Clause 14.7 to read as follows:

"(NOTE: 1 working day equals 7 hours for a 35 hour work week, 7.5 hours for a 37½ hour work week and 8 hours for a 40 hour work week.)"

(d) clarify Clause 15.3(b) by amending it to read as follows:

"(b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a Regular Full-Time or a Regular Part-Time Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to their former position without loss of seniority."

(e) (i) amend the first paragraph of Clause 15.12 to read as follows:

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

(ii) amend section 2(c)4 of Schedule "B" to read as follows:

"(4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave, Family Leave and

Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.”

- (f) Replace the words “Federal Government” with “relevant” in the first paragraph of Clause 15.14 - Maternity and Parental leave;
- (g) amend Schedule “A” by mutual agreement during the drafting of the new collective agreement as follows:
- (i) reflect changes to the list of active positions, adding or deleting positions as necessary, and associated hours of work information – during the drafting of the new collective agreement by mutual agreement;
- (ii) change the title of the following classifications:
- Lifeguard/Instructor 1 and 2 (to Instructor/Lifeguard 1 and 2);
 - Junior Lifeguard/Instructor to Junior Instructor/Lifeguard;
 - Attendant to “Recreation Customer Service Attendant”;
 - Head Attendant “Head Recreation Customer Service Attendant”;
- (h) amend reference in Schedule “B”, 2(c)(1)(ii) regarding Extended Health Benefits eligibility periods for RPT employees to correctly identify that the EHB waiting period is six (6) months;
- (i) remove all unnecessary effective dates from prior collective agreement implementations;
- (j) by mutual agreement, update the reference to the work week in Schedule “B” 2(g)(1) to reflect the current practice of Saturday to Friday and the associated pay period structure;
- (k) during the drafting of the new collective agreement and by mutual agreement only, amend any references to “Department” or “Division” or “GM Human Resources” that do not accurately reflect the City’s current organizational structure;
- (l) amend the second-to-last paragraph of Letter of Agreement #5 Section 2 to read as follows:

“With the exception of all technical computer positions which are subject to Flex, classification will not be designated (e.g., as “flex” or “blocking”) without the express agreement of both Parties with such designation agreement documented in the minutes of the Labour Management Committee meeting.”

- (m) any other housekeeping amendments mutually agreed to during the drafting of the new collective agreement.

15. **Drafting of New Collective Agreement**

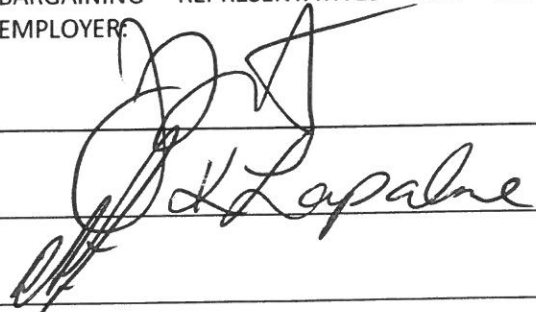
The City and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

16. **Ratification**


The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

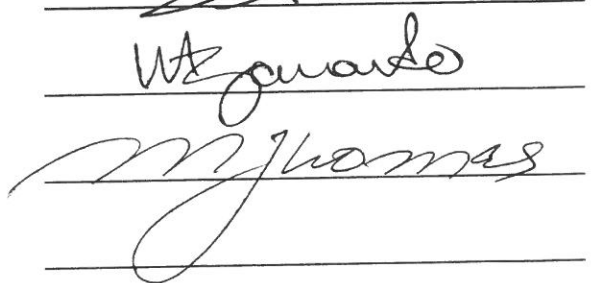
DATED this 20th day of July, 2017 in the City of Richmond.

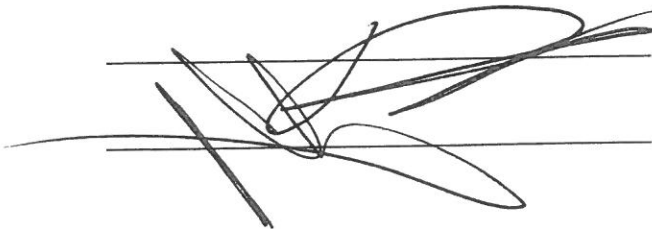
BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:



BARGAINING REPRESENTATIVES FOR CUPE
LOCAL 718:







APPENDIX 1

This Appendix 1 referred to in Item 10(b) of the Memorandum of Agreement.

"SCHEDULE "F"

Auxiliary Instructor/Lifeguard Priority Scheduling

1. The scheduling of Instructor/Lifeguards falls into six scheduling periods: four longer seasonal periods and two shorter periods matching the Richmond School District's spring and winter school breaks. Scheduling at the outset of each period is based on operational needs and shifts for each period are assigned for all aquatic facilities at the same time in the following order:
 - a) Regular Part-time Lifeguard/Instructors requesting additional hours will be assigned shifts before any Auxiliary Lifeguard/Instructors.
 - b) Auxiliary Lifeguard/Instructors on the Priority Scheduling List will be assigned shifts in decreasing order of their placement on the list in accordance with the qualifications required for the shifts and the employee's availability.
 - c) Other Auxiliary Lifeguard/Instructors shall be assigned any remaining shifts.

Once the shift assignments are concluded for the scheduling period, the Priority Scheduling List does not apply to staffing changes required for the remainder of the scheduling period.

2. In order to be scheduled for shifts, Lifeguard/Instructors must have their current award status on file for all required certifications and have completed the most recent in-service training (unless the absence was approved by the Manager), and have submitted their availability.
3. For the purposes of assigning shifts to Instructor/Lifeguards, in addition to operational needs and the requirements outlined in 2, above, Supervisors will consider Instructor/Lifeguard qualifications to identify eligibility for individual shifts, including previous experience with a particular group (children, seniors, etc.) or set of instructional classes, rentals, special events, specific gender needs, specific training needs, Junior Instructor/Lifeguard ratio, and like considerations. Shifts will only be assigned to those possessing the required qualifications.
4. An "Auxiliary Instructor/Lifeguard Priority Scheduling List" will be created four times per year, to correspond with the larger seasonal scheduling periods identified above. Separate lists will not be created for the two shorter scheduling periods.
 - (a) To be included initially on this list, 1,200 Instructor/Lifeguard hours must be worked in the twenty four (24) calendar months prior to the creation of the priority scheduling list.
 - (b) Anyone who does not meet the following requirements will not remain on the List:

- (i) Minimum Hours: 400 Instructor/Lifeguard hours must be worked in the prior twelve (12) months.
 - (ii) Minimum Availability: Submitted availability for two (2) of the four large scheduling periods in the prior twelve (12) months must include at least two days per week that match operational shift needs. Employees are not required to make themselves available for the two shorter scheduling periods. Employees on a Leave of Absence approved by the Employer are not required to make themselves available during the leave.
 - (iii) No Excessive Cancellations: Employees with excessive unapproved leaves or cancellations in the prior scheduling period will first receive a warning and if excessive in another scheduling period they will be removed from the List.
- (c) If removed from the Priority Scheduling List for any of the reasons above, work remains available as an Auxiliary Instructor/Lifeguard without priority scheduling. To be reinstated on the list, the initial eligibility requirements [set out in 4(a) above] must again be satisfied.
5. All disputes regarding this Letter of Agreement will be first dealt with by a meeting of the Manager with a Union Steward or Officer and a Manager, Human Resources (or designate). Failure to resolve the issue within a timeframe as mutually agreed by the Parties for the issue in question may result in initiation of the grievance procedure as outlined in the Collective Agreement.”